PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.

NOTE: Per the most recent guidelines from the federal government regarding COVID-19 and to protect citizens, no citizens will be allowed in the Board of Supervisors' hearing room at the Globe Courthouse or at the County Complex, Board of Supervisors' conference room in Payson. The only exception to this statement is for public hearings. Citizens may attend the public hearing in person, one at a time, in Globe or in Payson to provide comments. A face mask must be worn while in the building; however, it may be removed while addressing the Board of Supervisors.

Citizens may watch the Board meeting live-streamed at:
https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live

Citizens may submit written comments related to the September 1st Regular Meeting agenda by no later than 5 p.m. on Monday, August 31st, by emailing to the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name and residence address in the email.

THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, SEPTEMBER 1, 2020 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **REGULAR AGENDA ITEMS:**

   A. Information/Discussion/Action to approve the Superior Court's FY 2021 "Fill the Gap" Grant Application for enhanced criminal case scanning in the amount of $3,843.75. **(Jon Bearup)**

   B. Information/Discussion/Action to instruct staff to move forward with public financing, based on the timeline presented, to fully fund the unfunded liability of the benefit retirement plans (PSPRS, CORP Detention, and CORP Dispatch). **(Mary Springer)**

C. Information/Discussion/Action to renew the Caterpillar Financial contract for a used 621G Auger Scraper S/N DBB00293 and make a payment in October 2020 for $102,029.46. **(Steve Sanders)**

D. Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish a portion of Pine Creek Canyon Road from Oak Road to Hummingbird as a primitive road in Pine, AZ. **(Steve Sanders)**

E. Information/Discussion/Action to approve Amendment No. 3 to an Intergovernmental Agreement (Contract No. CTR043241) between the Gila County Health and Emergency Management Department and the Arizona Department of Health Services in the amount of $139,695 to renovate the Payson WIC Health building. **(Michael O'Driscoll**)

F. Information/Discussion/Action to approve Contract No. ADHS18-175354 Amendment No. 1 - APP - Amendment No. 1 in the amount of $46,172 to continue Smoke-Free Arizona Act services for the residents and businesses of Gila County. **(Michael O'Driscoll)**.

G. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 050420-*Pharmacy Services for Gila County Detention Medical*; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the awarded contract for the winning bid. **(Mary Springer/Sarah White)**

H. Information/Discussion/Action to adopt Resolution No. 20-09-01 authorizing the Gila County Community Services Department, Housing Services, to submit an application to the Arizona Department of Housing for HOME Investment Partnership Program funds and State Housing Fund (SHF) funds in the amount of $285,000 to be utilized for housing rehabilitation for FY 2020-2021. **(Malissa Buzan)**

I. Information/Discussion/Action to approve a 3-year contract between Centurylink and Gila County to provide upgraded phone bandwidth and an increase in the maximum number of concurrent calls in the amount of $103,589.48 to be paid over 36 monthly installments. **(Kelly Riggs)**

J. Information/Discussion/Action to approve revised Exhibit A to Resolution No. 20-08-01 which contains the correct tax levy and rate for School Equalization. **(Mary Springer)**

K. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel numbers 206-12-016, 206-12-017, and 206-12-108 and, if accepted, authorize the Chairman's signature on the Quit Claim Deeds. **(Marian Sheppard)**

3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

A. Ratification of the Board of Supervisors' approval of Additional Service Request #2 in the amount of $1,680 to the contract with The Architecture Company (executed on 1/7/2020) to provide additional structural engineering.

B. Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Community Council, Inc. for an event to be held on November 7, 2020, at the Pleasant Valley Community Center located in Young.

C. Approval of the Board of Supervisors' August 13, 2020, August 17, 2020 and August 20, 2020 meeting minutes.

D. Acknowledgment of the July 2020 monthly activity report submitted by the Clerk of the Superior Court's Office.

E. Acknowledgment of the July 2020 monthly activity report submitted by the Recorder's Office.

F. Acknowledgment of the July 2020 monthly activity report and the FY 2019-2020 report submitted by the Globe Regional Constable's Office.

G. Acknowledgment of the July 2020 monthly activity report and the FY 2019-2020 report submitted by the Payson Regional Constable's Office.

H. Acknowledgment of the July 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

I. Acknowledgment of the July 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

4. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

5. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

ARF-6206 **Regular Agenda Item 2. A.**

Regular BOS Meeting

Meeting Date: 09/01/2020
Submitted For: Jonathan Bearup, Court Administrator
Submitted By: Jonathan Bearup, Court Administrator
Department: Superior Court Division: Superior Court Administration

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Information

Request/Subject

The Superior Court is seeking the Board of Supervisors' approval of the FY 2021 "Fill the Gap" grant application.

Background Information

Arizona's courts continue to transition towards a higher degree of automation in court operations. Digital document management will ultimately displace the previous system of paper files and court processes must adapt to those circumstances. The digitization of case files and case documents is accomplished through scanning.

In 2015, Court Administration and the limited jurisdiction courts of Gila County developed an approach to proactively begin the movement towards digital case management. Fill the Gap grant funding has been utilized for the past five years to operate the "Disconnected Scanning Program" in which limited jurisdiction courts were provided with an additional scanning station. At the time (2015), Gila County was only the third County in the State to have all of its constituent courts participating in scanning processes of some degree.

Evaluation

During the five-year course of the program, the limited jurisdiction courts of the County (Globe Justice Court, Miami Magistrate Court, Winkelman Magistrate Court, Hayden Magistrate Court, Globe Magistrate Court, Payson Justice Court, Payson Municipal Court, and Star Valley Magistrate Court) all received funding for supplemental scanners on an annual basis and initiated "paperless" business processes. In August 2019, the limited jurisdiction courts received the new digital case management system, " AJACS. Thanks to the Disconnected Scanning Program, Gila County courts had developed substantial digital case libraries and were able to avoid labor-intensive back scanning. These courts have also experienced a cost-savings (as paper file use receded)

and both Justice Courts consolidated shelving, wall space as files were digitized. The courts would like to continue with this grant-funded program as the additional scanning devices greatly increase capacity and have become integral to digital case processing.

Conclusion

In order to continue the movement towards automated court operations, and to maintain the current levels of digital data entry, Court Administration believes it is in the best interest of the County to continue operating a supplemental digital scanning program in all limited jurisdiction courts.

Recommendation

The Superior Court recommends that the Gila County Board of Supervisors approve the grant application which would allow the courts scanning efforts to continue.

Suggested Motion

Information/Discussion/Action to approve the Superior Court's FY 2021 "Fill the Gap" Grant Application for enhanced criminal case scanning in the amount of $3,843.75. **(Jon Bearup)**

Attachments

FY21 Fill the Gap Grant Application

FILL THE GAP (FTG) APPLICATION

A. APPLICANT INFORMATION

1. COURT NAME: ARIZONA SUPERIOR COURT OF GILA COUNTY		
2. CONTACT PERSON: JON BEARUP	3. TITLE: COURT ADMINISTRATOR	
4. ADDRESS (STREET, CITY, STATE, ZIP): 1400 EAST ASH STREET GLOBE, AZ 85501		
5. PHONE: 928 402 8672	6. FAX: 928 425 3605	7. E-MAIL ADDRESS: JBEARUP@COURTS.AZ.GOV

B. BUDGET INFORMATION

8.	PROJECT TITLE: ENHANCED CRIMINAL SCANNING		
9.	BEGIN DATE: JULY 1, 2020	END DATE: JUNE 30, 2021	
10.	AMOUNT STATE FTG REQUESTED: $ 3,843.75	AMOUNT LOCAL FTG REQUESTED: $	LOCAL BALANCE (COURT PORTION): $ AS OF: (CERTIFIED BY LOCAL FINANCE)
11.	OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE $ AMOUNT):		
12.	☒ NEW REQUEST	☐ CONTINUE PROJECT – TIME & $ ☐ CONTINUE PROJECT – ADDITIONAL STAFF GPT #	☐ EXTEND PROJECT - TIME ONLY, NO ADDITIONAL FUNDS GPT #

C. PROJECT INFORMATION

13. DESCRIPTION OF PROJECT PLAN.

GILA COUNTY'S LIMITED JURISDICTION COURTS SUCCESSFULLY PARTICIPATED IN AOC'S "DISCONNECTED SCANNING" PROGRAM. AT THE TIME OF IMPLEMENTATION (2015), GILA COUNTY WAS ONE OF ONLY THREE COUNTIES TO HAVE SCANNING PROCESSES IN PLACE IN ALL COUNTY LIMITED JURISDICTION COURTS.

THAT PROGRAM WAS DESIGNED TO IMPLEMENT PAPERLESS BUSINESS PROCESSES IN OUR COURTS; REDUCE CRIMINAL PAPER FILES BY DIGITIZATION; BUILD A DIGITAL LIBRARY IN ANTICIPATION OF THE LJ AJACS ROLLOUT; AND FACILITATE CASE PROCESSING BY ALLOWING FOR GREATER EASE IN DOCUMENT HANDLING, DISTRIBUTION, AND MANAGEMENT.

GILA COUNTY'S LIMITED JURISDICTION COURTS TRANSITIONED TO AJACS IN AUGUST, 2019 AND THUS, "DISCONNECTED SCANNING" BECAME "CONNECTED SCANNING". WITH THAT BEING SAID, GILA COUNTY COURTS WOULD STILL GREATLY BENEFIT FROM THE ENHANCEMENT PROVIDED BY ADDITIONAL CRIMINAL SCANNING RESOURCES. WITH THE GOAL IN MIND OF MAINTAINING THESE SUPPLEMENTAL SCANNING STATIONS, GILA COUNTY IS APPLYING THIS YEAR FOR FUNDS TO COVER ACAP DEVICES. THE PROGRAM WOULD BE IDENTIFIED AS "ENHANCED CRIMINAL SCANNING".

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

AS THE STATEWIDE MOVEMENT TOWARDS GREATER LEVELS OF AUTOMATION CONTINUES, GILA COUNTY COURTS NEED TO STAY IN STEP WITH THOSE DEVELOPMENTS. MAINTENANCE OF ESTABLISHED CRIMINAL SCANNING STATIONS WILL ALLOW FOR CONTINUED PAPERLESS BUSINESS PROCESS AND EASE OF CRIMINAL CASE PROCESSING, THROUGH DIGITIZATION, FOR THE IMMEDIATE FUTURE.

THIS FUNDING, IF APPROVED, WILL ALLOW FOR OUR LOCAL IMPROVEMENT TO CONTINUE WITHOUT DISRUPTION. AS THIS GRANT SUPPORTS A FEW OF OUR CASH-STRAPPED MUNICIPALITIES THUS ENSURING THEIR PARTICIPATION, THE ABSENCE OF THAT FUNDING WOULD CAUSE HARDSHIP.

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

1. **REGULAR PROGRESS REPORTING: COURT ADMINISTRATION WORKS CLOSELY WITH LIMITED JURISDICTION COURTS REGARDING THE SCANNING PROGRAM. THE LJ COURTS ARE TO PROVIDE BI-ANNUAL REPORTS CONTAINING PERTINENT OPERATIONAL INFORMATION (CHALLENGES, TECHNICAL ISSUES, AND OPPORTUNITIES FOR IMPROVEMENT); UPDATES ON STAFF (TRAINING NEEDED, TRAINING ISSUES) AND LIBRARY DEVELOPMENT (PROGRESS FOR SCANNING).**

2. **RECORD THE NUMBER OF STAFF MEMBERS TRAINED TO SCAN: THIS PERFORMANCE MEASURE IS DERIVED BY THE NUMBER OF TRAINED STAFF VS. THE NUMBER OF TOTAL STAFF. THE RATIO WILL INDICATE THE DIFFUSION OF THE SCANNING PROCEDURE THROUGHOUT THE VARIOUS COURTS.**

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPEDITURE).

PERSONNEL	$	
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT	$	3843.75
COMPUTER EQUIPMENT	$	
TOTAL	$	

E. BUDGET (CLERK OF THE COURT)

PERSONNEL	$	
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT/FURNITURE	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	

F. BUDGET (JUSTICE COURT)

PERSONNEL	$	
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	

G. Personnel Expenditure Detail

Superior Court

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		$
		$
		$
		$
Total		$

Clerk of the Court

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		$
		$
		$
		$
Total		$

Justice Courts

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		$
		$
		$
		$
Total		$

H. Equipment Expenditure Detail

Superior Court

Type of Equipment	Amount
Scanner – Hayden Magistrate (ACAP Fee)	$ 768.75
Scanner – Winkelman Magistrate (ACAP Fee)	$ 768.75
Scanner – Miami Magistrate/Globe Justice (ACAP Fee)	$ 768.75
Scanner – Globe Magistrate (ACAP Fee)	$ 768.75
Scanner – Payson Municipal/Star Valley Magistrate/Payson Justice (ACAP Fee)	$ 768.75
Total	$ 3,843.75

Clerk of the Court

Type of Equipment/Furniture/Other Operating	Amount
	$
	$
	$
	$
	$
Total	$

Justice Court

Type of Equipment	Amount
	$
	$
	$
	$
	$
Total	$

I. SIGNATURES OF SUBMITTING PARTIES

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

PRESIDING JUDGE SUPERIOR COURT — DATE: 8/4/2020

PLEASE PRINT NAME: Timothy M Wright

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CHAIRMAN, BOARD OF SUPERVISORS — DATE

PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CLERK OF THE SUPERIOR COURT — DATE: 8-4-20

PLEASE PRINT NAME: ANITA ESCOBEDO

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

PRESIDING JUSTICE OF THE PEACE — DATE: 07-24-2020

PLEASE PRINT NAME: DOROTHY A. LITTLE

SUBMIT COMPLETED APPLICATION TO:
csdgrants@courts.az.gov
or
GRANT SPECIALIST
COURT SERVICES DIVISION
ADMINISTRATIVE OFFICE OF THE COURTS
1501 W. WASHINGTON, SUITE 410
PHOENIX, AZ 85007

ARF-6220 **Regular Agenda Item** **2. B.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted For:	Mary Springer, Finance Director		
Submitted By:	Mary Springer, Finance Director		
Department:	Finance		
Fiscal Year:	FY20-21	Budgeted?:	Yes
Contract Dates Begin & End:	10/30/2020	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Approval to proceed with a financing option to fund the unfunded pension liability for PSPRS (Public Safety Personnel Retirement System), CORP (Correctional Officers Retirement Plan) Detention, and CORP Dispatch.

Background Information

On June 23, 2020, Mark Reader from Stifel, Nicolaus & Company, Incorporated and Mike Townsend from PSPRS provided a presentation to the Board of Supervisors during a Work Session to introduce and discuss options for funding the UAAL (Unfunded Actuarially Accrued Liability), the associated risks and other attributes. During the July 28, 2020, Work Session, Brandon Nee from the County Supervisors Association presented additional information regarding the unfunded liability of pension plans. Both presentations discussed the opportunity to realize significant savings while providing a stable and predictable annual payment schedule by taking advantage of the historically low-interest rates of public financing. State statute outlines the notification and public hearing process for incurring long-term obligations as described below.

11-391. Incurring long-term obligations; public hearing A. In addition to any other requirements prescribed by law, in a county with a population of less than five hundred thousand persons if the board of supervisors approves incurring any long-term obligation that is not secured by the full faith and credit of the county, the board of supervisors must: 1. Publish a notice of a hearing on the proposal to incur the long-term obligation in a newspaper of general circulation in the county,

issue a press release to print and electronic media and post the notice on the county's official web site. The notice must: (a) Be published and posted at least fifteen days before the date of the hearing. (b) Include the date, time and place of the hearing, the dollar amount of the proposed long-term obligations and the estimated total financing costs, the purpose of the proposed long-term obligations, including the project or projects that are proposed to be financed by long-term obligations, and that the board will receive: (i) Oral comments at the hearing. (ii) Written comments at any time before adopting the resolution of intention to incur long-term obligations, including the board's mailing address. The notice posted on the county's web site shall include an electronic link for commenting electronically. 2. Hold the public hearing, as announced in the notice, at least fifteen days before adopting the resolution for incurring the long-term obligations. At the hearing, the board shall present an analysis of the need for the project, the need to use long-term financing and any other available options to accomplish the project. Any member of the public must be allowed to speak on the issue of incurring the long-term obligations to finance the proposed project. B. At least fifteen days after the hearing the governing body must hold a public meeting to adopt findings and, following the public comments received at and after the hearing, by roll call vote, either: 1. Adopt and enter a resolution of intention to incur long-term obligations to finance the project, stating the public need for the project, the estimated cost and the amount of the long-term obligations to be incurred. 2. Reject long-term financing of the project and abandon further proceedings.

Evaluation

Careful evaluation of funding options for PSPRS was presented and discussed at a previous Board meeting and work session. In addition to PSPRS, the County has the option to also include CORP Detention and CORP Dispatch unfunded liability which would also provide greater savings and stable payment for the County. The unfunded pension liability for all plans is a debt owed by the County and must be addressed to avoid future plan increases.

Conclusion

The staff has reviewed the options and believes that due to historically low-interest rates and market demand for stable securities in which to invest, the time is opportune to move forward with public financing for the unfunded liability for the pension plans (PSPRS CORP Detention, and CORP Dispatch).

Recommendation

Staff recommends approval to proceed with the financing option.

Suggested Motion

Information/Discussion/Action to instruct staff to move forward with public financing, based on the timeline presented, to fully fund the unfunded liability of the benefit retirement plans (PSPRS, CORP Detention, and CORP Dispatch). **(Mary Springer)**

Attachments

Presentation - PSPRS

STIFEL

Gila County (AZ)

Pension Liability Management
$15,205,000 (est.), Pledged Revenue Refunding Obligations, Series 2020 (Taxable)

September 1, 2020

Gila County PSPRS Pension Debt Profile
[Tier 1 and Tier 2 Legacy Costs]

STIFEL

Pension Plan	June 30, 2019 Liability (a)	PSPRS Amortization
PSPRS – Sheriff's Department	$12,580,424 (39.1% Funded) Accrual Rate: 7.3%	1. 19-Years, 2039 2. Escalating annual amortization ranging from $859,958 (2021/22) - $2,759,085 (2037/38)
CORP – Detention	$2,115,744 (71.4% Funded) Accrual Rate: 7.3%	1. 36-years, 2056 2. Escalating annual amortization ranging from $124,313 (2020/21) - $403,822 (2037/38)
CORP – Dispatchers	$875,868 (60.3% Funded) Accrual Rate: 7.3%	1. 23-years, 2043 2. Escalating annual amortization ranging from $40,219 (2020/21) - $169,835 (2037/38)
Total	**$15,572,036**	

1. PSPRS liabilities are not pooled like ASRS
2. A more appropriate term for unfunded liabilities is debt, it is owed

(a) Source: PSPRS

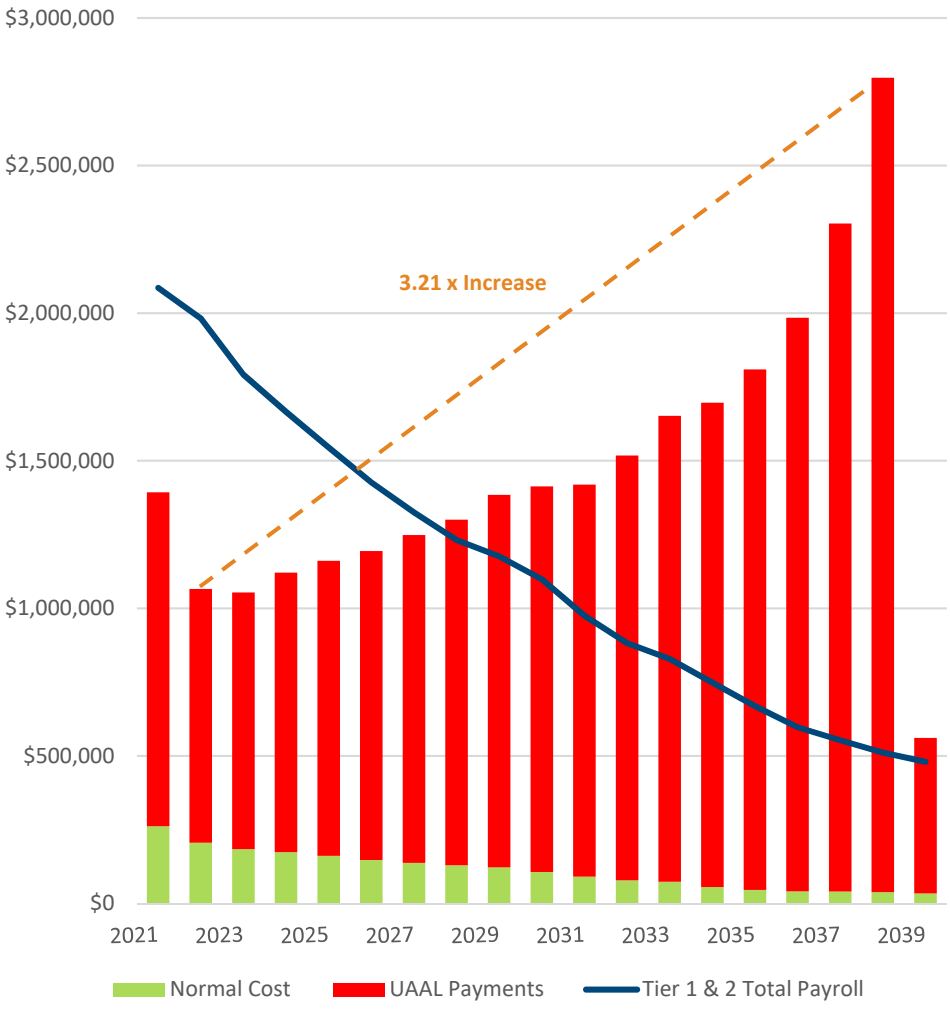
What are we currently paying? (Gila County Sheriff's Department)

STIFEL

Gila County Sheriff's Dept. Projected Pension Payments per PSPRS[1]

FYE	Total Payroll	Normal Cost	% of Payroll	UAAL	% of Payroll
2021	$2,085,849	$261,357	12.53%	$1,131,623	54.25%
2022	1,981,904	205,523	10.37%	859,958	43.39%
2023	1,791,717	184,009	10.27%	869,766	48.54%
2024	1,665,239	173,851	10.44%	946,610	56.85%
2025	1,544,941	161,446	10.45%	999,416	64.69%
2026	1,426,364	147,201	10.32%	1,046,802	73.39%
2027	1,325,322	137,701	10.39%	1,110,582	83.80%
2028	1,231,086	129,387	10.51%	1,170,814	95.10%
2029	1,175,998	122,069	10.38%	1,262,000	107.31%
2030	1,098,615	106,456	9.69%	1,306,276	118.90%
2031	974,783	91,045	9.34%	1,327,844	136.22%
2032	882,485	78,629	8.91%	1,438,635	163.02%
2033	828,790	73,348	8.85%	1,578,519	190.46%
2034	748,539	55,542	7.42%	1,640,945	219.22%
2035	668,781	46,079	6.89%	1,763,007	263.61%
2036	597,261	41,151	6.89%	1,942,770	325.28%
2037	553,370	40,507	7.32%	2,262,991	408.95%
2038	511,030	38,021	7.44%	2,759,085	539.91%
2039	479,966	34,078	7.10%	526,978	109.79%

Gila County Projected Sheriff's Department Pension Payments vs. Payroll[1]

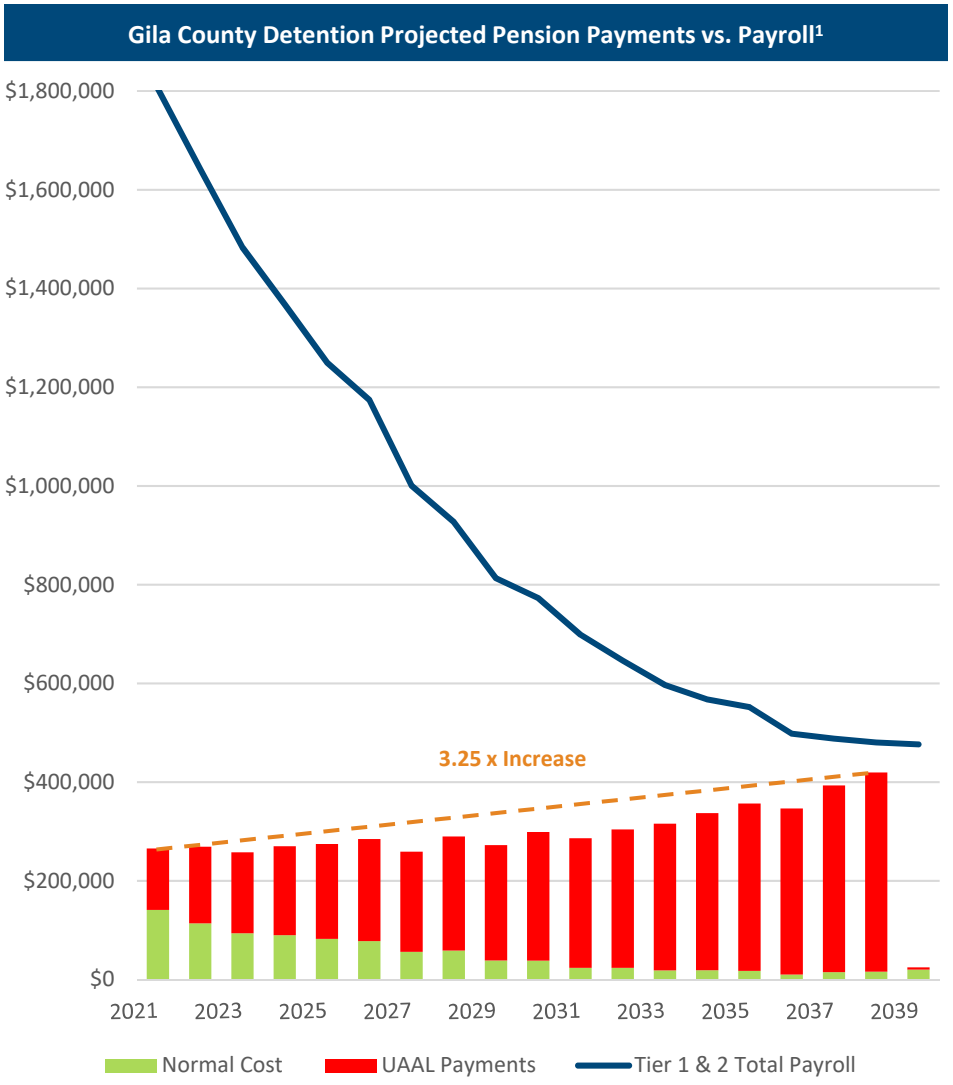


1. *Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2019.*

What are we currently paying? (Gila County CORP – Detention)

STIFEL

Gila County Detention Projected Pension Payments per PSPRS[1]					
FY	Total Payroll	Normal Cost	% of Payroll	UAAL	% of Payroll
2021	$1,804,245	$140,912	7.81%	$124,313	6.89%
2022	1,641,894	113,619	6.92%	155,336	9.46%
2023	1,483,348	93,451	6.30%	163,992	11.06%
2024	1,367,337	89,697	6.56%	180,250	13.18%
2025	1,249,698	82,105	6.57%	192,203	15.38%
2026	1,174,394	77,510	6.60%	206,959	17.62%
2027	1,000,554	56,031	5.60%	202,924	20.28%
2028	927,057	58,683	6.33%	230,850	24.90%
2029	812,856	38,529	4.74%	233,699	28.75%
2030	772,507	38,239	4.95%	260,349	33.70%
2031	698,298	23,393	3.35%	262,609	37.61%
2032	645,777	23,442	3.63%	280,352	43.41%
2033	596,534	18,373	3.08%	297,065	49.80%
2034	567,405	18,724	3.30%	318,306	56.10%
2035	551,772	17,436	3.16%	338,995	61.44%
2036	498,223	10,064	2.02%	336,321	67.50%
2037	488,095	14,789	3.03%	378,393	77.52%
2038	480,305	15,610	3.25%	403,822	84.08%
2039	476,327	20,053	4.21%	4,447	0.93%



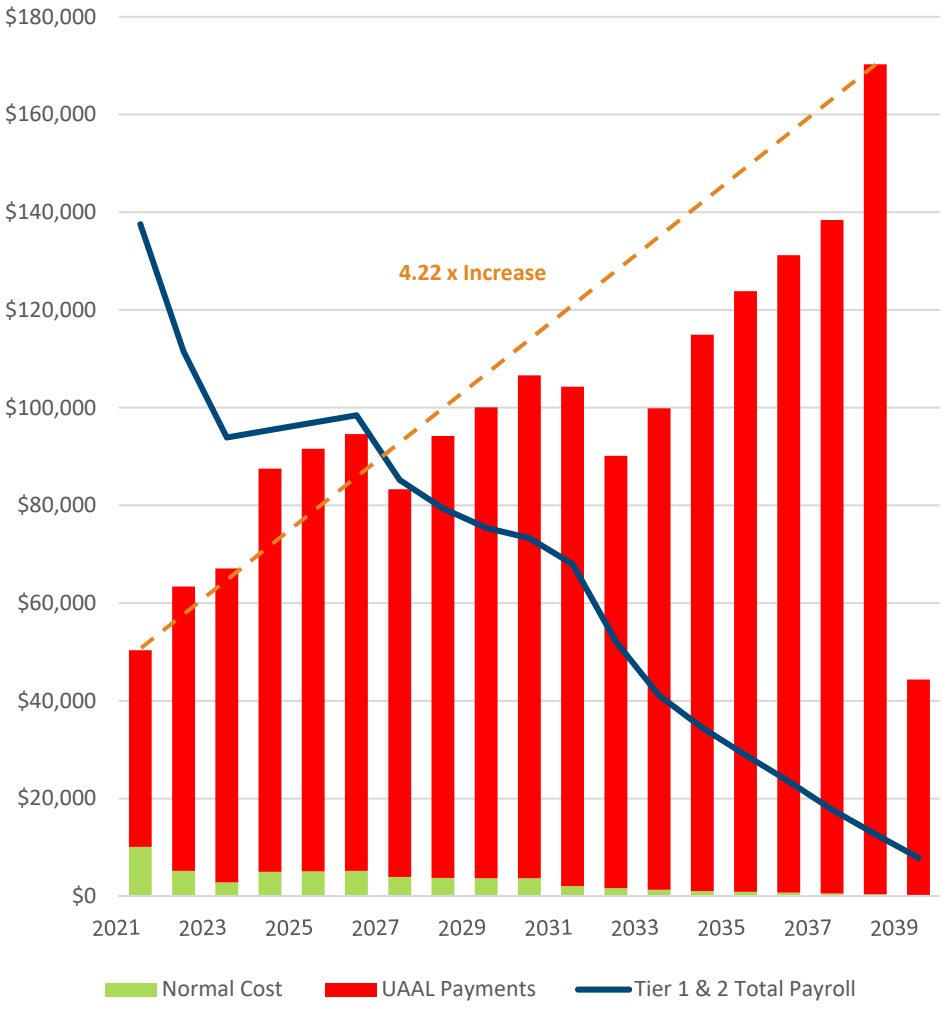
1. *Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2019.*

What are we currently paying? (Gila County CORP – Dispatchers)

STIFEL

Gila County Dispatchers Projected Pension Payments per PSPRS[1]					
FY	Total Payroll	Normal Cost	% of Payroll	UAAL	% of Payroll
2021	$137,521	$10,108	7.35%	$40,219	29.25%
2022	111,480	5,195	4.66%	58,181	52.19%
2023	93,889	2,835	3.02%	64,248	68.43%
2024	95,421	5,000	5.24%	82,501	86.46%
2025	96,933	5,079	5.24%	86,484	89.22%
2026	98,436	5,168	5.25%	89,400	90.82%
2027	85,187	3,944	4.63%	79,326	93.12%
2028	79,395	3,732	4.70%	90,439	113.91%
2029	75,391	3,672	4.87%	96,372	127.83%
2030	73,283	3,679	5.02%	102,919	140.44%
2031	67,961	2,086	3.07%	102,179	150.35%
2032	52,139	1,663	3.19%	88,459	169.66%
2033	41,085	1,315	3.20%	98,534	239.83%
2034	34,470	1,051	3.05%	113,848	330.28%
2035	28,905	884	3.06%	122,933	425.30%
2036	23,491	721	3.07%	130,455	555.34%
2037	17,731	580	3.27%	137,804	777.19%
2038	12,703	418	3.29%	169,835	1336.97%
2039	7,870	286	3.63%	44,049	559.71%

Gila County Dispatchers Projected Pension Payments vs. Payroll[1]



1. *Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2019.*

What are we currently paying? (Combined Sheriff, Detention & Dispatchers)

Key Decision Points:
- What's the cost of doing nothing?
- What are feasible alternatives?

STIFEL

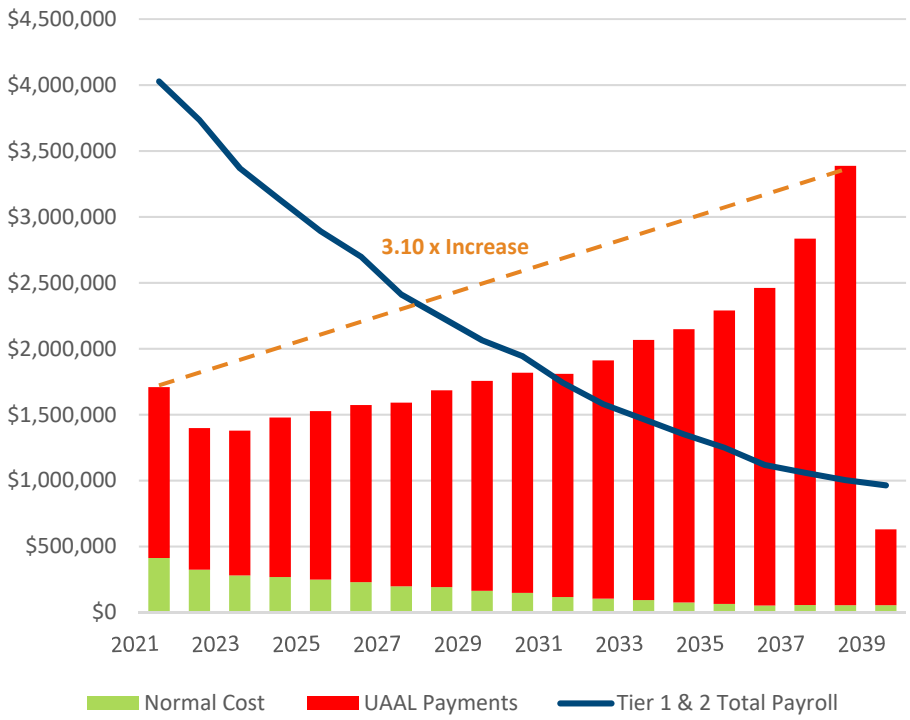
The County is essentially borrowing from PSPRS to support its pension plans and this cost continues growing as plan assumptions evolve

- ***If the County does nothing, it will continue to be exposed to the risk of increased future costs and liabilities due to changes in assumptions or investment return volatility***
- UAAL amortization payments will continue escalating well above total employee payroll

Gila County Projected Pension Payments per PSPRS[1]

FY	Total Payroll	Normal Cost	% of Payroll	UAAL	% of Payroll
2021	$4,027,615	$412,377	10.24%	$1,296,155	32.18%
2022	3,735,278	324,337	8.68%	1,073,475	28.74%
2023	3,368,954	280,295	8.32%	1,098,006	32.59%
2024	3,127,997	268,548	8.59%	1,209,361	38.66%
2025	2,891,572	248,630	8.60%	1,278,103	44.20%
2026	2,699,194	229,879	8.52%	1,343,161	49.76%
2027	2,411,063	197,676	8.20%	1,392,832	57.77%
2028	2,237,538	191,802	8.57%	1,492,103	66.69%
2029	2,064,245	164,270	7.96%	1,592,071	77.13%
2030	1,944,405	148,374	7.63%	1,669,544	85.86%
2031	1,741,042	116,524	6.69%	1,692,632	97.22%
2032	1,580,401	103,734	6.56%	1,807,446	114.37%
2033	1,466,409	93,036	6.34%	1,974,118	134.62%
2034	1,350,414	75,317	5.58%	2,073,099	153.52%
2035	1,249,458	64,399	5.15%	2,224,935	178.07%
2036	1,118,975	51,936	4.64%	2,409,546	215.34%
2037	1,059,196	55,876	5.28%	2,779,188	262.39%
2038	1,004,038	54,049	5.38%	3,332,742	331.93%
2039	964,163	54,417	5.64%	575,474	59.69%

Gila County Projected Pension Payments v. Payroll[1]

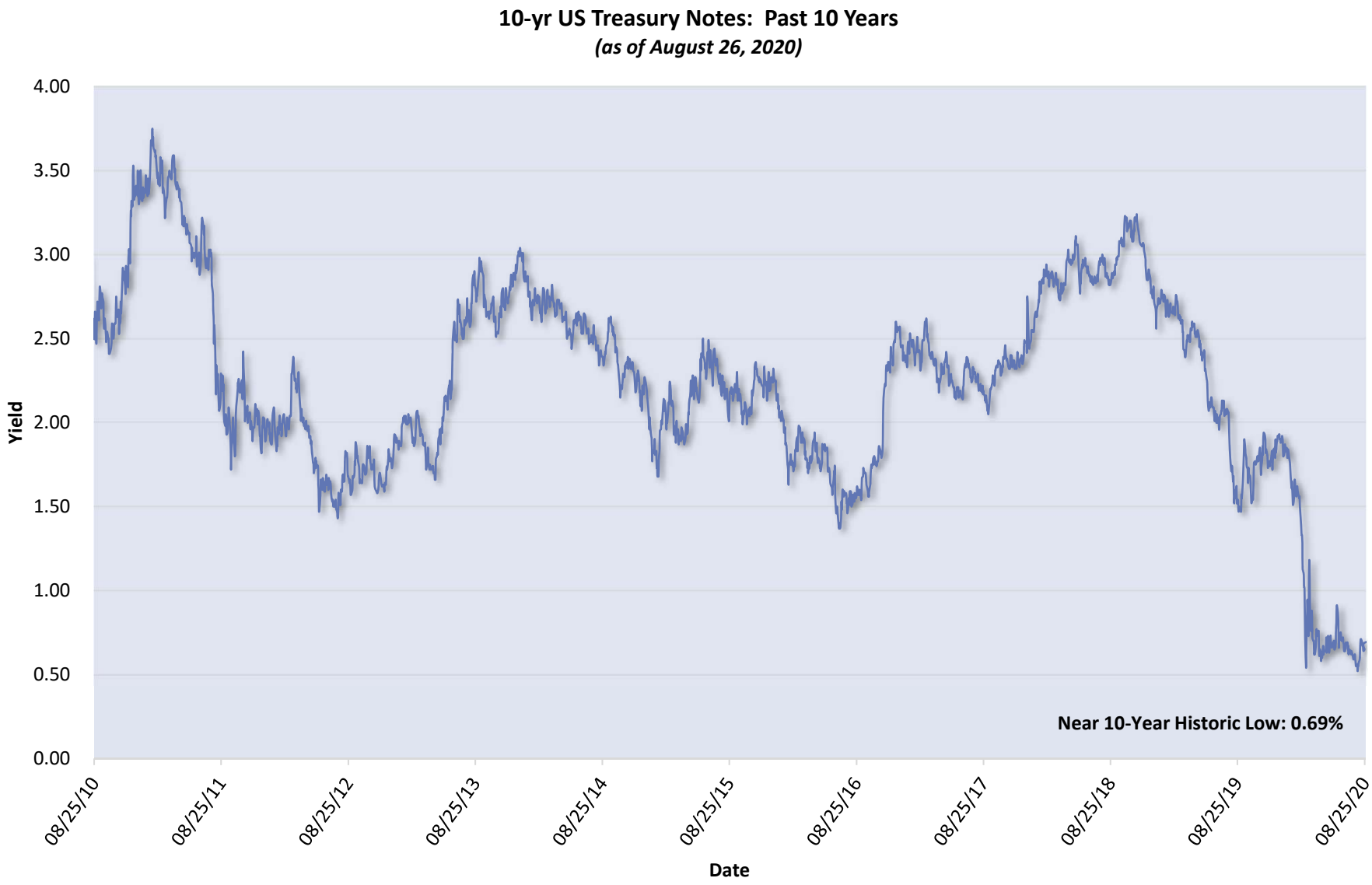


Recommendation:
- **The County can utilize a pension obligation bond issuance to refinance this liability, reduce ongoing annual payments to create more level annual payment structure and increase its funded ratio**

1. *Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2019.*

Low Interest Rate Environment

STIFEL



Public Policy Goals and Objectives

STIFEL

1. Analyze the County's largest unfunded and growing debt profile: PSPRS (Sheriff, Detention & Dispatchers)

2. Liability accruing at 7.3% resulting in negative amortization and growing liability – impacting General Fund

3. Review alternatives to address the liability including a Refunding/Refinancing to:

   - Lower interest rate to 3.12% (est) from 7.3% - resulting in the potential of significant cash flow and net present value savings (Estimated Net Present Value Savings $9,137,815)

   - Address required and constitutionally protected growing legacy annual payments through level debt service structure

   - Consider shortening current PSPRS amortization with level debt service

   - Consider long-term Liability Management tool through Contingency Reserve Funds (actuarial and investment implications in the future)

   - Fund legacy Tier 1 and Tier 2 to 100% funded – at closing of transaction.

Pension Bonds: Impact on Annual Payments[1,2]

Key Decision Points:
- **How can the County address its escalating UAAL payments?**

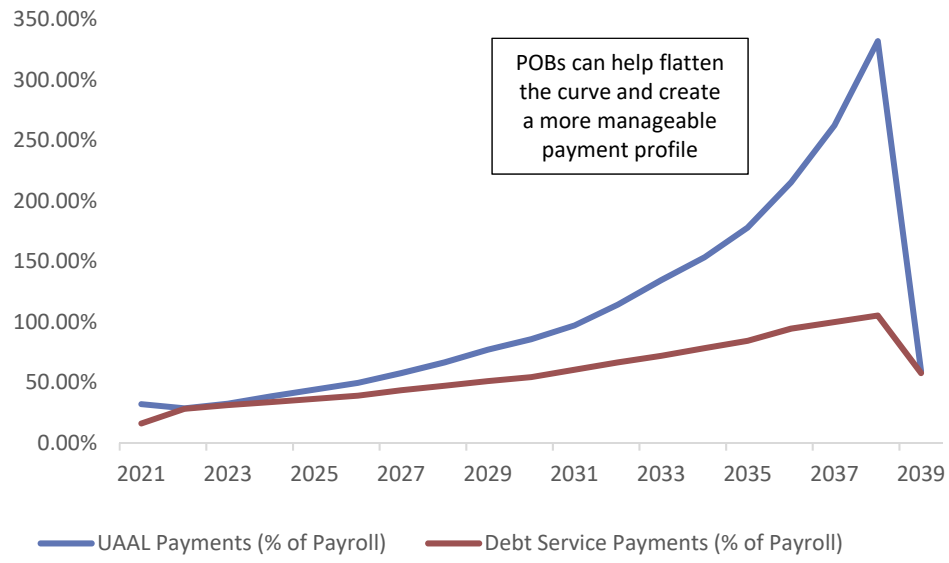
STIFEL

Issuing pensions bonds to fully fund the existing unfunded liability for Sherriff's, Dispatchers' and Detention could allow the County to generate significant ongoing savings while leveling out year-over-year payments

- POBs provide an opportunity for the County to reduce annual costs while also creating a more stable and balanced long-term expense profile
- We recommend that the County approximate $1.0 million of annual level debt service on the bonds to mitigate the rapid escalation of UAAL payments relative to payroll, while also ensuring that debt service costs in any given year do **not** exceed the current PSPRS UAAL payment projections
- Finally, the County can utilize existing cash balances to establish Contingency Reserve Funds for its pension liability management; this paired reform would be a significant credit positive from a rating and investor perspective and will best position the County for managing future movements in plan projections and experience

Summary Statistics[1,2]	
Dated Date	11/18/2020
Final Maturity Date	1/1/2039
All-In TIC	3.12%
Average Life	9.58 years
Bond Par Amount	$15,205,000
Pension Fund Deposit	**$14,697,893**
Cost Savings (UAAL – Debt Service)	$13,194,398
Total NPV Benefit	***$9,137,815***
Total NPV Benefit (as % of Bond Proceeds)	***60.10%***
Actuarial Funding Status after Pension Bonds	***100.00%***

Payment Impact as a Percentage of Payroll[1,2]



1. *Market conditions as of August 26, 2020. Spreads based on comparable recent transactions. Stifel does not guarantee to underwrite at these levels. All NPV values are discounted to November 18, 2020 (assumed transaction closing date) at a discount rate of 3.03%. Please refer to Stifel's risk disclaimers in this presentation. 2021 UAAL amount was computed by Stifel using prior assumptions from the 2019 Actuarial Report.*
2. *Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and should not be considered indicative of available market execution.*

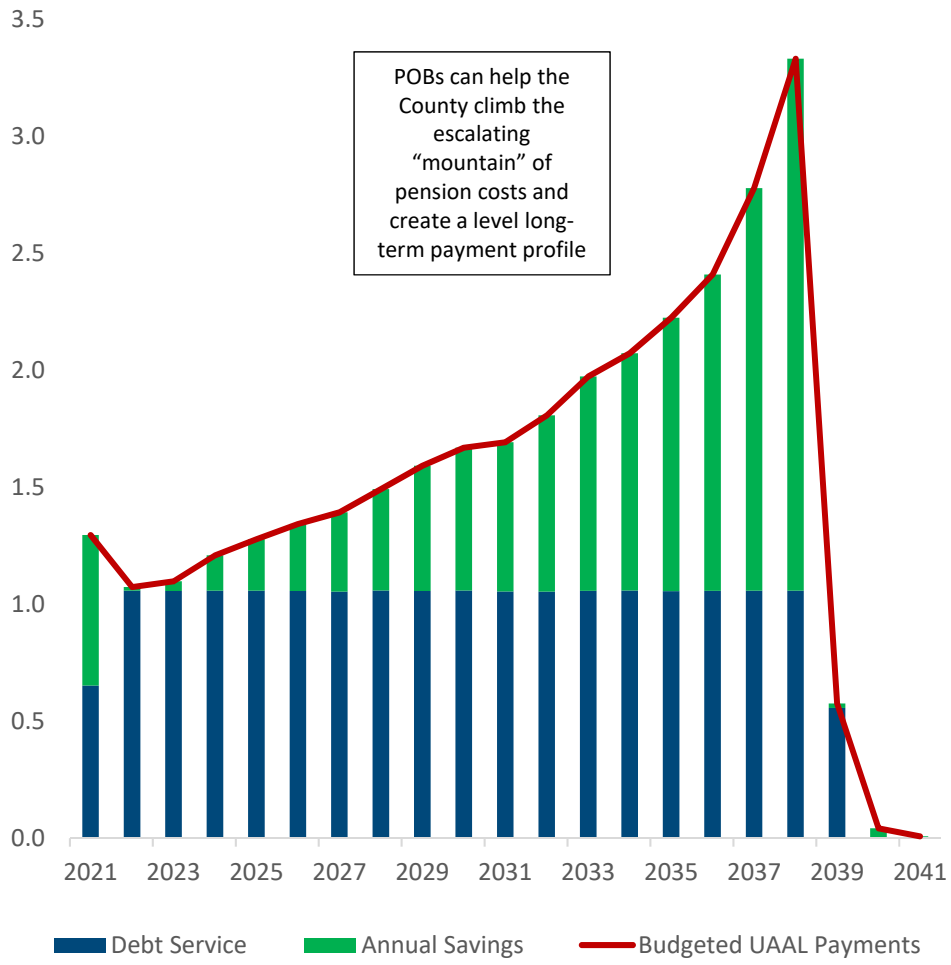
Pension Bonds:
POB Analysis Results[1,2]

Key Decision Points:
- **What level of savings can the County expect from a pension bonding?**

STIFEL

FY	Budgeted UAAL Payments	Debt Service	Annual Savings	PV Benefit @ 3.12%
	[A]	*[B]*	*[C] = [A]-[B]*	*[D]=PV[C]*
2021	1,296,155	652,211	643,944	641,587
2022	1,073,475	1,058,214	15,262	14,746
2023	1,098,006	1,056,469	41,538	38,921
2024	1,209,361	1,058,032	151,330	137,509
2025	1,278,103	1,057,882	220,222	194,060
2026	1,343,161	1,056,857	286,305	244,665
2027	1,392,832	1,053,894	338,939	280,887
2028	1,492,103	1,058,869	433,234	348,177
2029	1,592,071	1,056,897	535,175	417,100
2030	1,669,544	1,058,806	610,739	461,601
2031	1,692,632	1,054,447	638,186	467,763
2032	1,807,446	1,053,904	753,542	535,616
2033	1,974,118	1,057,019	917,100	632,164
2034	2,073,099	1,058,616	1,014,484	678,150
2035	2,224,935	1,055,960	1,168,975	757,797
2036	2,409,546	1,057,532	1,352,014	849,955
2037	2,779,188	1,058,177	1,721,011	1,049,218
2038	3,332,742	1,057,895	2,274,847	1,344,935
2039	575,474	556,686	18,788	10,772
2040	42,162		42,162	23,443
2041	7,915		7,915	4,268
2042	4,741		4,741	2,479
2043	3,951		3,951	2,004
Total	**32,372,760**	**19,178,362**	**13,194,398**	**9,137,815**

POB Analysis Results ($mil)[1,2]



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2. *Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and should not be considered indicative of available market execution.*

Mitigating Risks: Contingency Reserve Fund

Key Decision Points:
- **How can the County help mitigate risks associated with POBs?**

STIFEL

The County can utilize existing cash balances to create a Contingency Reserve Fund that helps manage market and actuarial risks associated with POBs

- **What?** Helps mitigate risks associated with year-over-year volatility in investment earnings as well as changes in actuarial assumptions, such as assumed rate of return, COLA, mortality
- **How?** Use a portion of existing cash to establish an initial balance in CRF
  - Apply a defined portion of ongoing year-over-year budgetary savings from the pension bond (difference between what UAAL payments would have been versus debt service costs) to continue funding CRF
- **Why?** In years where investment returns do not meet defined/established benchmarks, and/or changes in actuarial assumptions cause a significant change in projected annual payments, the County can draw on the MCR to smooth the budgetary impact of funding additional contributions for the newly created UAAL
- **Why not?** While cash funding eliminates any negative carry of issuing additional debt to fund an upfront deposit, the County may have an opportunity cost of funding other capital or operating needs

Rules for Investment of Proceeds. This is akin to permitted investment guidelines for reserve/escrow funds

- Proceeds should only be invested in liquid and/or short-term products to ensure prompt availability of funds

Rules for CRF Draws. While there may be greater flexibility to accord broader rules for draws on an CRF absent bond proceeds, in practice, permitting draws for any/every possible increase in payments could deplete the balance too soon

- The County may consider establishing a minimum fund balance threshold before which draws on the balance of the CRF could occur
- Draws may also be restricted to draws of investment income only, while the balance is untouched
- Establish periodic funded ratio thresholds, where CRF balance above a pre-defined level is drawn to supplement ARC

Rules for Contingency Replenishment. Could use ongoing pension bond savings or use *sell the float* on other County held funds for periodic inflows

- The County must also consider mechanisms to build up and/or maintain the CRFs balance by securing a stream of steady cash flow beyond the initial deposit
- This entails defining the revenue and investment sources for fiscal transparency, and redirecting investment returns in excess of an established benchmark to the Contingency Reserve Fund

Projected Debt Service and Coverage

STIFEL

Fiscal Year	Pledged Revenues (County Excise Tax Net State-Shared Revenues Vehicle License Tax Federal Payment In Lieu of Taxes)	Outstanding Debt Service	2020 Obligations Debt Service	Total Aggregate Debt Service	Maximum Annual Debt Service Coverage
2017/18	$10,808,144				
2018/19	11,035,756				
2019/20	11,701,302				
2020/21		$1,040,283	$652,211	$1,692,494	
2021/22		1,038,683	1,058,214	2,096,897	
2022/23		1,036,983	1,056,469	2,093,452	
2023/24		1,036,783	1,058,032	2,094,815	
2024/25		1,039,783	1,057,882	2,097,665	5.58 x
2025/26		1,040,163	1,056,857	2,097,020	
2026/27		1,041,163	1,053,894	2,095,057	
2027/28		1,036,163	1,058,869	2,095,032	
2028/29		1,038,913	1,056,897	2,095,810	
2029/30		1,039,913	1,058,806	2,098,719	
2030/31		1,036,313	1,054,447	2,090,760	
2031/32		1,036,713	1,053,904	2,090,617	
2032/33		1,040,913	1,057,019	2,097,932	
2033/34		1,037,800	1,058,616	2,096,416	
2034/35		1,040,000	1,055,960	2,095,960	
2035/36		1,035,800	1,057,532	2,093,332	
2036/37		1,040,400	1,058,177	2,098,577	
2037/38		1,038,400	1,057,895	2,096,295	
2038/39		1,040,000	556,686	1,596,686	
		19,735,166	**19,178,367**	**38,913,533**	

Financing Calendar

STIFEL

September 2020

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

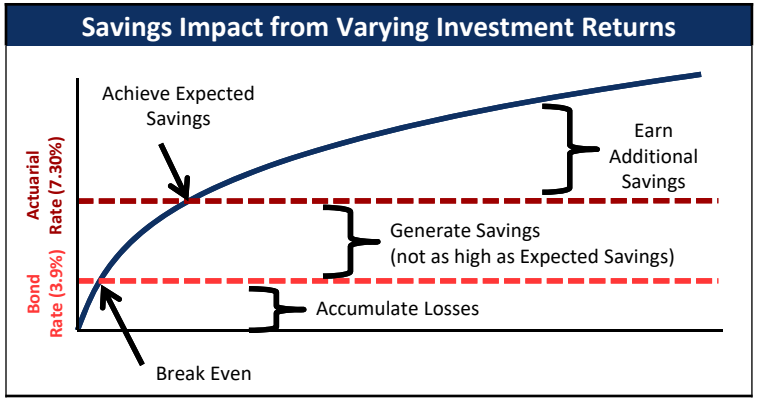
Date	Event	Responsibility
September 1st	Gila County Board of Supervisor agenda item to provide updated information/education and direction to proceed.	Gila County, Stifel
Week of September 7th	Draft Preliminary Official Statement (POS) forwarded to financing team for review and comments. Draft Resolution and legal documents distributed.	Stifel, GT, SPB
September 4th (on or around)	Notice of Public Hearing posted in newspaper(s) of general circulation.	GT, Gila County
Week of September 7th	Draft Resolution, legal documents submitted to the District and financing team participants.	GT
September 22nd	Due Diligence meeting/conference call.	All Parties
In process	2019 Audit completed. Not required for purposes of financing.	Gila County
Week of September 21st	Rating Agency application submitted with final rating date goal of October 5th.	Stifel, CFD
September 22nd	11-391 Public Hearing. County required to wait 15 days prior to adoption of a Bond Resolution.	Gila County
September 28th	Rating Agency Power Point Presentation review.	Gila County, Stifel, PSPRS (invited)
October 6th / Week of October 12th	Distribute POS to prospective investors, including final rating and insurance, if applicable.	All Parties
October 13th (on or around)	All documents due to the County in connection with the October 20TH BOS meeting.	All Parties
Week of October 12th	PSPRS true-up reconciliations on all agent mutli-employer plans (Sheriff, CORP Detention and Dispatchers).	GC, Stifel
October 20th	BOS considers a Resolution authorizing (delegating) authority to the County Manager/Finance Director to effectuate the transaction (assumes emergency clause adoption).	Gila County, Stifel, GT
October 21st / Week of October 26th	Bond Underwriting.	All Parties
Week of November 16th (on or around)	Closing. Funds wired to PSPRS to achieve at or near 100% funded ratio.	All Parties

Appendix:

Pension Bonds: Risks

STIFEL

- Pension bonds carry three distinct types of risks: i) actuarial risk, ii) market risk, and iii) other risks
- **Actuarial Risk.** Any retirement system's independent actuaries calculate projections for plan assets and liabilities, and these projections are premised on a variety of assumptions such as investment returns, payroll increase, COLA, mortality, early retirement, and benefit payments
  - Annual employer contributions are calculated based on these assumptions
  - Any revision or variance from these assumptions will alter projections and required contributions, regardless of the issuance of pension bonds
  - Actuarial risk is inherent to all pension funds, and all projections of future contributions and payouts



- **Market Risk.** The primary risk associated with pension bonds is long-term investment return performance
  - The bond rate is impacted by market risk at the time the bonds are sold, but is locked in after that
- **Other Risks.** Pension funding bonds have numerous risks including, but not limited to, variance from the anticipated investment return, payroll increase, COLA, mortality, early retirement, covered payroll and other assumptions contained in the actuarial reports, CAFR and other documents
  - All references to expected savings are for potential savings and are based on achieving rates assumed in actuarial reports, CAFR and other documents
  - Issuing pension bonds could result in savings that are greater or less than stated in the analysis, or could result in a loss
  - Potential savings vary from year to year; Actual savings or losses and the success of the pension bond transaction cannot be known until the amortization of the final pension bond maturity
- Additional risks may also exist

Mitigating Risks: Contingency Reserve Fund Sample Term Sheet

Key Decision Points:
- How can the County help mitigate risks associated with POBs?

STIFEL

The County can utilize existing cash balances to create a Contingency Reserve Fund that helps manage market and actuarial risks associated with POBs

Purpose	• To mitigate the impact of 1) investment return volatility and 2) changes in select actuarial assumptions (as defined herein) on bond proceeds deposited with PSPRS against Gila County's Sherriff's pension liability
Initial Deposit	• Use a portion of existing cash balances to create a CRF for managing risks associated with the Sherriff's pension liability
Rules for Investment	• Principal protected • Gross funded • Liquid within 90 days • Proceeds should only be invested in liquid and/or short-term products to ensure prompt availability of funds • County may have opportunity to utilize Act 151 Trusts to help PSPRS manage investment of proceeds; alternatively, could serve as a tool for supporting a local bank as trustee
Rules for Draws	• **Market.** Draw when investment return is below a defined threshold, for example 5%, or the Bond Rate • **Actuarial.** Draw when changes to COLA, revisions to mortality assumptions, and/or revision of the investment return assumptions occur and cause an impact on AAL in excess of a defined threshold • The County may consider establishing a minimum fund balance threshold before which draws on the balance of the CRF could occur • Draws may also be restricted to draws of investment income only, while the balance is untouched • Establish periodic funded ratio thresholds, where CRF balance above a pre-defined level is drawn to supplement ARC
Rules for Replenishment	• Could use ongoing pension bond savings or use sell the float on other County held funds for periodic inflows • The County must also consider mechanisms to build up and/or maintain the CRF balance by securing a stream of steady cash flow beyond the initial deposit • Amortize replenishment from General Fund over 7 years on a level basis • This entails defining the revenue and investment sources for fiscal transparency, and redirecting investment returns in excess of an established benchmark to the Contingency Reserve Fund
Sizing	• Size initial deposit to manage "worst case" scenario of all permitted draw events (market volatility and actuarial changes) occurring in one valuation • **Market.** $958,940; size initial deposit to manage up to 3 years of new UAAL payments that would be created if PSPRS experienced 30% investment loss in year 1 of issuing pension bonds • **Actuarial.** $1,000,000; size initial deposit to manage up to 3 years of new UAAL payments that would be created if the actuarial rate was revised to 7%, COLA increased by 1% and PSPRS adopted a new mortality table
Rules for Extinguishment	• Upon the repayment of the final debt service payment, the County could redirect the reserve to apply to fund OPEB or other retiree benefits, or General Fund

Pension Risk Disclaimer and Engaged Underwriter Disclosure

STIFEL

Pension Obligation Bonds ("POBs") are a source of financing for unfunded actuarial liabilities of pension funds and can serve a valuable function.However, the success of a POB financing is dependent on a number of assumptions proving to be accurate, and the failure of any of these assumptions is a risk that a government issuing POBs should consider.

Among the assumptions that are important to a POB financing, and the risks associated with those assumptions providing to be inaccurate, are the following:

- Assumption: The investment yield on the POB proceeds once deposited in the pension fund will equal or exceed the yield on the POBs.**Risk: If the investment yield on the POB proceeds is less than the yield on the POBs, and the decline is not offset by positive changes in other assumptions, the issuance of the POBs may actually increase the unfunded actuarial liability.**
- Assumption: Payroll increases during the term of the POBs will be as anticipated when the unfunded actuarial liability was estimated at POB issuance.**Risk: If payroll increases during the term of the POBs exceed expectations, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**
- Assumption: Cost of living adjustments ("COLAs") will be as anticipated when the unfunded actuarial liability was estimated at POB issuance**.Risk: If COLAs exceed expectations during the term of the POBs, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**
- Assumption: Various assumptions used in calculating the unfunded actuarial liability -- such as mortality rates, early retirement incentives, types of payrolls covered by the pension fund -- will be as anticipated at the time of POB issuance.**Risk: If there are reductions in mortality rates, increases in early retirement incentives, expansions of the payrolls covered by the pension plan during the term of the POBs, and these changes are not offset by positive changes to other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**

In addition to analyzing potential benefits that are based on achieving assumptions made in estimating the unfunded actuarial liability, we will also analyze potential budgetary benefits or losses based on various prospective levels of the pension systems' earnings to assist you in gauging the likelihood of success of a POB transaction. It should be noted that potential budgetary benefits vary from year to year.Actual benefits or losses and the success of the POB financing cannot be known until the POBs have been paid in full.

Stifel, Nicolaus & Company, Incorporated ("Stifel") has been engaged or appointed to serve as an underwriter or placement agent with respect to a particular issuance of municipal securities to which the attached material relates and Stifel is providing all information and advice contained in the attached material in its capacity as underwriter or placement agent for that particular issuance. As outlined in the SEC's Municipal Advisor Rule with current effective implementation date of July 1, 2014,Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the engagement.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role ofplacement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities.The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's- length commercial transaction.Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only.All terms and conditions are subject to further discussion and negotiation.Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction.These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not relied upon as an indication that such an offer will be provided in the future.Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

ARF-6226 **Regular Agenda Item** **2. C.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted For:	Steve Sanders, Director		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2021	Budgeted?:	Yes
Contract Dates Begin & End:	10-15-20 to 10-14-24	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Request to renew Caterpillar Purchase Agreement for a used 621G Auger Scraper s/n DBB00293 from Caterpillar Financial for 48 months $452,606.20 made through the Sourcewell 032515-CAT Heavy Equipment contract for the Recycling and Landfill Management Division of Public Works.

Background Information

The Buckhead Mesa Landfill was using a dump truck and loader to carry cover material from the material pit to the working face of the landfill. This was not efficient so the Board of Supervisors approved the Lease Purchase for an auger scraper on October 15, 2019. The first payment was made in October 2015.

Evaluation

The scraper is working very well and the Recycle Landfill staff have improved production and feel safer with the efficiency of this one machine. The payment will be due again in October 2020 for the 2nd year so we coming to you for approval.as per A.R.S. 11-651. This is the year Caterpillar's interest of 3.85% under the Sourcewell discount program will be paid.

Conclusion

With the increased productivity at the Landfill by this new machine, Public Works Management and Staff would like to continue this Caterpillar contract.

The Caterpillar Financial proposal will charge a 3.85% interest over 48 months. This means that Government financing through this method is less expensive than the average bank of 5% interest charge because Caterpillar is taking the hit on the initial depreciation. The annual payment of $84,751.55 plus interest of $10,960.89 and 6.6% sales tax is due in October of each year. The amount due this October is $102,029.46.

A final balloon payment of $56,800 will be due in 2023.

Recommendation

It is the recommendation of the Public Works Director and the Recycling and Landfill Manager to renew the agreement for the used 621G Auger Scraper and payment to Caterpillar Financial in October 2020 in the amount of $102,029.46 through the Sourcewell 032515-CAT Heavy Equipment contract.

Suggested Motion

Information/Discussion/Action to renew the Caterpillar Financial contract for a used 621G Auger Scraper S/N DBB00293 and make a payment in October 2020 for $102,029.46. **(Steve Sanders)**

Attachments

Executed Purchase Agreement-Caterpillar Financial Services Corp.

Payment Schedule Caterpillar Financial Services Corp.

A.R.S. 11-651

CAT Financial

Verification of Insurance

Lessee:

LESSOR *(we)*:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE *(you)*:

GILA COUNTY, AZ
1400 E. ASH STREET
GLOBE, AZ 85501

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3740841 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: Arthur J. Gallagher + Co.

Address: 18201 Von Karmen Ave, Ste 200, Irvine CA 92612

Phone No: 949-349-9842

Agent's Name: Stefanie Salazar

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of $1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 621G	Caterpillar Scraper	DBB00293		$369,000.00

SIGNATURES

LESSEE

GILA COUNTY, AZ

Signature

Name (print) Woody Cline

Title Chairman

Date October 15, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA. Inc LIC # #0726293.
18201 Von Karman Ave Suite 200
Irvine CA 92612

CONTACT NAME:
PHONE (A/C, No, Ext): 949-349-9800
FAX (A/C, No): 949-349-9900
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arizona Counties Insurance Pool	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gila County
Attn: Risk Management Department
1400 E. Ash Street
Globe AZ 85501

ARIZCOU-01

COVERAGES **CERTIFICATE NUMBER:** 1110936415 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ACIP070119	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Pub Offls' E&O						MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ACIP070119	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deductible	$ $2,500/$2,500
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Government Lease/Purchase of 621G 2006 Auger Caterpillar Scraper S/N DBB00293

Caterpillar Financial Services Corporation is an Additional Insured as respects Auto Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

Caterpillar Financial Services Corporation
Attn: Marsha Blaisdell
2120 West End Avenue
Nashville TN 37203-0001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 9/25/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Arthur J. Gallagher & Co.
Insurance Brokers of CA.Inc LIC #0726293
18201 Von Karman Ave, Suite 200
Irvine, CA 92612

PHONE (A/C, No, Ext): 949-349-9857

FAX (A/C, No):

E-MAIL ADDRESS: nasreen_kopecky@ajg.com

CODE:

SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY
Travelers Indemnity Company
One Tower Square
Hartford CT 06183

INSURED
Gila County
Attn: Risk Management Department
1400 E. Ash Street
Globe, AZ 85501

LOAN NUMBER

POLICY NUMBER: KTKCMB296T652219

EFFECTIVE DATE: 07/01/2019

EXPIRATION DATE: 07/01/2020

☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Real and Business Personal Property - Policy Loss Limit	$300,000,000	$25,000
Sub-Limits:		
Contractors/Mobile Equipment	$111,000,000	$25,000
Boiler & Machinery	$100,000,000	$25,000
All Risk of Direct Physical Loss or Damage including Flood and Earthquake		
No Coinsurance		
ACIP Pool AOP Deductible: $300,000		
ACIP Pool B&M Deductible: $50,000		

REMARKS (Including Special Conditions)

RE: Government Lease/Purchase of 621G 2006 Auger Caterpillar Scraper S/N DBB00293

Caterpillar Financial Services Corporation is listed as Loss Payee as the interest may appear.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

Caterpillar Financial Services Corporation
Attn: Marsha Blaisdell
2120 West End Avenue
Nashville, TN 37203-0001

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☒ LOSS PAYEE
☐ MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

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APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 621G	Caterpillar Scraper	DBB00293		$369,000.00	$14,880.00	$4,037.53

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 48 months will be $14,880.00, which is $3,720.00 per year based upon the total equipment value of $369,000.00.

Method 1 ☐ I will finance the insurance premium, including finance charges, of $4,037.53 per scheduled equipment payment. The finance charge is calculated at **3.85%** per annum on the total insurance premium covering the full term of the finance agreement.By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the $3,720.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☑ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC , coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: GILA COUNTY, AZ
Dealer Name: EMPIRE SOUTHWEST, LLC

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By:_____ Name (PRINT): _____

Title:_____ Date: _____

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
1	09/24/2019	LSAP-456336466-1

GILA COUNTY, AZ
1400 E. ASH STREET
GLOBE, AZ 85501

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 621G Caterpillar Scraper	DBB00293		Upon Receipt.	1	$84,751.55
Sales and Use Tax					$5,593.61
Document Fee					$0.00
Filing Fee					$0.00
Stamp Fee					$0.00
Other Fees					$0.00
Freight Fee					$0.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT $ $90,345.16

Invoice No.	Total Enclosed
LSAP-456336466-1	$ 90,345.16

GILA COUNTY, AZ
1400 E. ASH STREET
GLOBE, AZ 85501

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: EMPIRE SOUTHWEST, LLC
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

6330460 09/24/2019 3:29 PM CT

Opinion of Counsel

CAT Financial

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3740841) (the "Lease") Between GILA COUNTY, AZ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Arizona (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT):	CHARLES R. SHIRE	**Date:**	10/7/19
Signature:	Charles R Shire	**Address:**	1400 E. ASH ST.
Title:	Deputy County Attorney		Globe, AZ 85501

Form **8038-G** (Rev. September 2018) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority — If Amended Return, check here ▶ ☐

1 Issuer's name: Gila County, AZ	2 Issuer's employer identification number (EIN): 86-6000444
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address): 1400 E. Ash Street — Room/suite	5 Report number *(For IRS Use Only)*: 3
6 City, town, or post office, state, and ZIP code: Globe, AZ 85501	7 Date of issue
8 Name of issue: Caterpillar Financial Services Corporation	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶ Governmental Finance Lease 621G S/N DBB00293	18	369000	00
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐			
b	If bonds are BANs, check only box 19b ▶ ☐			
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2023	$ 369000.00	$ 56800.00	4 years	3.85 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative — Date 9-25-19 — ▶ Mary Jane Springer Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ — Firm's EIN ▶

Firm's address ▶ — Phone no.

Opinion of Counsel

CAT Financial

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3740841) (the "Lease") Between GILA COUNTY, AZ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Arizona (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): Woody Cline

Signature: Woody Cline

Title: Chairman

Date: October 15, 2019

Address: 1400 E. Ash St.
Globe, AZ 85501

Purchase Agreement
Transaction Number 3740841

CAT Financial

This Purchase Agreement is between **EMPIRE SOUTHWEST, LLC** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 621G Used Caterpillar Scraper	DBB00293		$0.00	$369,000.00

Lessee:
GILA COUNTY, AZ
1400 E. ASH STREET
GLOBE AZ 85501

Subtotal	**$369,000.00**
Federal Excise Tax	**0.00**
Other Tax	**0.00**
Total Purchase Price	**$369,000.00**

Unit(s) Delivery Point:
1400 E ASH STREET
GLOBE, AZ 85501, GILA

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature
Name(Print)
Title Stephen Tsang Documentation Manager
Date

EMPIRE SOUTHWEST, LLC

Signature
Name(Print) Tiffany McEwen
Title Financial Merchandiser
Date 10/18/19

Attachment B
Transaction Number 3740841

CAT Financial

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of **Arizona** (the "State") authorize **GILA COUNTY, AZ** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
Woody Cline	Chairman
Marian Sheppard	Clerk of the Board
	County Attorney

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Marian Sheppard Clerk of the Board of GILA COUNTY, AZ, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: Marian Sheppard
Title: Clerk of BoARD
Date: October 15, 2019

EXHIBIT 2
Concluding Payment Schedule to Governmental Agreement

Quote number 633-4693

Dated October 15 **, 20** 19

between
Caterpillar Financial Services Corporation
and
Gila County 48MO GOV LEASE

Description of Unit: 1 Caterpillar 621G serial # DBB00293

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.85000%	Concluding Payment (*)
1	369,450.00	84,751.55	0.00	0.00	284,698.45
2	284,698.45	84,751.55	0.00	10,960.89	210,907.79
3	210,907.79	84,751.55	0.00	8,119.95	134,276.19
4	134,276.19	84,751.55	0.00	5,169.63	54,694.27
5	54,694.27	0.00	56,800.00	2,105.73	0.00
		339,006.20	56,800.00	26,356.20	

(*) Does not include any rent payment or other amount then due.

Initialed: WC
(Lessee)

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: Gila County 48MO GOV LEASE

Address .....
City .....
State .....
Zip code .....
County .....

Good if:
Acknowledged by Oct-23-19
Funded by Oct-23-19

DEALER

EMPIRE SOUTHWEST, LLC
Sales person .....
Dealer contact .....
Telephone .....

Quote number 633-4693
Fax number .....
Quote date 09/23/2019
Quote time 11:27:54

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL
Number of payments ..... 4 Annual
Payments ..... in Advance

Quoted by h1602175
Report created by h1602175

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
USED	621G	1000	1	369,000.00	369,450.00	84,751.55	56,800.00	3.8500

Special Conditions:

621G
Serial Number - DBB00293, Model Year - 2006, Standard Environment; Major Attachments-Cab, Tires, Air Conditioning; Other Blades/Buckets/Rippers-Auger Scraper

	Model	Insurance	Payment w/Insurance
USED	621G	4,037.53	88,789.08

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Finance Proposal

Caterpillar Financial Services Corporation	GILA COUNTY, AZ Woody Cline, Chairman	10/15/19 Date

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Jefferson R Dacton, for Charles Sluis

Gila County Attorney's Office

Governmental Equipment Lease-Purchase Agreement
Transaction Number 3740841

CAT Financial

1. PARTIES

LESSOR ***("we", "us", or "our"):***
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ***("you" or "your"):***
GILA COUNTY, AZ
1400 E. ASH STREET
GLOBE, AZ 85501

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) Used 621G Caterpillar Scraper	DBB00293	$84,751.55	$56,800.00	10/15/19

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of $84,751.55 will be paid in advance and the balance of the Lease Payments is payable in 4 successive annual payments of which the first 3 payments are in the amount of $84,751.55 each, and the last payment is in the amount of $56,800.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each year thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; P.O. Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.85% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will

return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title Stephen Tsang
Documentation Manager

Date _____

LESSEE

GILA COUNTY, AZ

Signature _____

Name (print) Woody Cline

Title Chairman

Date October 15, 2019

EXHIBIT 2
Concluding Payment Schedule to Governmental Agreement

Quote number 633-4693

Dated October 15, 20 19

between
Caterpillar Financial Services Corporation
and
Gila County 48MO GOV LEASE

Description of Unit: 1 Caterpillar 621G serial # DBB00293

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.85000%	Concluding Payment (*)
Oct 2019 1	369,450.00	84,751.55	0.00	0.00	284,698.45
Oct 2020 2	284,698.45	84,751.55	0.00	10,960.89	210,907.79
Oct 2021 3	210,907.79	84,751.55	0.00	8,119.95	134,276.19
Oct 2022 4	134,276.19	84,751.55	0.00	5,169.63	54,694.27
Oct 2023 5	54,694.27	0.00	56,800.00	2,105.73	0.00
		339,006.20	56,800.00	26,356.20	

(*) Does not include any rent payment or other amount then due.

Must include 6.6% tax on payment and interest.

Initialed: _____
(Lessee)

Governmental Equipment Lease-Purchase Agreement
Transaction Number 3740841

CAT Financial

1. PARTIES

LESSOR ***("we", "us", or "our"):***
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ***("you" or "your"):***
GILA COUNTY, AZ
1400 E. ASH STREET
GLOBE, AZ 85501

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) Used 621G Caterpillar Scraper	DBB00293	$84,751.55	$56,800.00	10/15/19

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of $84,751.55 will be paid in advance and the balance of the Lease Payments is payable in 4 successive annual payments of which the first 3 payments are in the amount of $84,751.55 each, and the last payment is in the amount of $56,800.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each year thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; P.O. Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.85% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will

VIEW DOCUMENT

The Arizona Revised Statutes have been updated to include the revised sections from the 54th Legislature, 1st Regular Session. Please note that the next update of this compilation will not take place until after the conclusion of the 54th Legislature, 2nd Regular Session, which convenes in January 2020.

DISCLAIMER

This online version of the Arizona Revised Statutes is primarily maintained for legislative drafting purposes and reflects the version of law that is effective on January 1st of the year following the most recent legislative session. The official version of the Arizona Revised Statutes is published by Thomson Reuters.

11-651. Lease-purchase agreements; terms and conditions

The board of supervisors of a county may enter into agreements for the lease-purchase of equipment for a period in excess of one year under the following terms and conditions:

1. The lease-purchase agreement shall be executed for the period of one fiscal year only and, if a longer period is needed to complete purchase of the equipment, the board of supervisors shall have the right, at the end of each fiscal year, to enter into an agreement for continuation of the agreement for succeeding one-year periods until complete payment has been made.

2. If, at the end of the first one-year period and prior to payment of the total purchase price, the board of supervisors does not agree to a continuation of the lease-purchase agreement, the seller may repossess the equipment and the agreement shall be deemed terminated.

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ARF-6211 **Regular Agenda Item 2. D.**

Regular BOS Meeting

Meeting Date: 09/01/2020
Submitted For: Steve Sanders, Director
Submitted By: Shannon Boyer, Executive Administrative Asst.
Department: Public Works

Information

Request/Subject

Accept or reject a Citizens' Petition to begin the process to designate a portion of Pine Creek Canyon Road from Oak Road to Hummingbird as a Primitive Road in Pine, AZ.

Background Information

Gila County Public Works received a Citizens' Petition to establish a portion of Pine Creek Canyon Road from Oak Road to Hummingbird as a Primitive Road in Pine, AZ.

Evaluation

The petition and the road meet the requirements of the Public Works Department Policy No. PWS-001 *Guidelines to Primitive Roads* which was approved by the Board of Supervisors on October 7, 2003, and revised on December 14, 2004, May 23, 2017, and February 19, 2019.

Conclusion

Easements from property owners will need to be granted to Gila County. Once the easements are accepted by the County, providing maintenance as described in the Primitive Road Policy will consist of grading the road a few times a year. Providing maintenance on this road will not reduce the level of service to other roads in the Gila County Maintained Roadway System.

Recommendation

The Public Works Department Director recommends that the Board accept the Citizens' Petition to begin the process to establish a portion of Pine Creek Canyon Road from Oak Road to Hummingbird as a Primitive Road in Pine, AZ.

Suggested Motion

Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish a portion of Pine Creek Canyon Road from Oak Road to Hummingbird as a primitive road in Pine, AZ. **(Steve Sanders)**

Attachments

Citizen's Petition

Map

PETITION
TO ESTABLISH A PRIMITIVE ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is Pine Creek Cyn Rd + Oak Rd. . The end of the proposed road is Pine Creek Cyn Rd + Hummingbird. The general course and direction of the proposed road is Northeast. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO. 301-29-042	RESIDENT OF COUNTY (YES OR NO)	PROPERTY TAXPAYER (YES OR NO)
7/28/2020	MOHAMMAD R. & PATTIE S. MADJID	4966 PINE CREEK CYN RD	YES.	YES
7/29/2020	HAROLD W. LSON/CAROL DICKHART	4958 SPRUCE DR PINE 301-29-044	YES	YES
7/30/2020	Kathy + Eddie Valdez	5669 W - Hummingbird DR. PINE	YES 301-29-038	YES
7/30/2020	LaVerne Furr	4914 Pine Creek Canyon DR.	YES 301-31-077	YES
7/30/2020	Kathy Zuber	behalf of my mom Laverne Furr		
X 7-31-2020	NAN TOMKINSON NAYLOR WAYNE TOMKINSON	4983 PINE CREEK CANYON RD 85544 on behalf of NAN NAYLOR	YES 301-29-041	YES
X 7-31-2020	Rick R. Vandale	4882 Pine Creek Canyon Rd 85544	yes 301-31-026	yes
X				
X 7-31 2020	Lori Hilliard	4928 No Pine Creek Canyon Rd	85544 Yes 301-29-045	Yes

* See next sheet for additional signature

PETITION
TO ESTABLISH A PRIMITIVE ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is Pine Creek Cyn Rd + Oak Rd. The end of the proposed road is Pine Creek Cyn Rd + Hummingbird. The general course and direction of the proposed road is Northeast. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	RESIDENT OF COUNTY (YES OR NO)	PROPERTY TAXPAYER (YES OR NO)
8/4/2020	Michael Sciuera	5003 Pine Creek Cyn Rd #30129039	Yes	YES

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8/10/2020

ARF-6199 **Regular Agenda Item 2. E.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted For:	Brittany Francis, Nutrition Services Manager		
Submitted By:	Paula Horn, Deputy Director of Health		
Department:	Health & Emergency Management		
Fiscal Year:	2018-2023	Budgeted?:	Yes
Contract Dates Begin & End:	10-01-18 through 09-30-23	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 3 to an Intergovernmental Agreement (Contract No. CTR043241) with the Arizona Department of Health Services (ADHS).

Background Information

The initial Intergovernmental Agreement was signed by the Board of Supervisors on February 5, 2019, as Contract No. ADHS19-207418. Amendment No. 1 to that contract changed the contract number from ADHS19-207418 to CTR043241 and it was approved by the Board on August 19, 2019. Amendment No. 2 revises the scope of work, replaces the price sheet, and makes a correction to the contract name. Amendment No. 3 changes the scope of work to include a general infrastructure special project to renovate, expand, and improve County-owned property in Payson, Arizona which will improve capacity, nutrition, and breastfeeding services.

Evaluation

Amendment No. 3 needs to be approved by the Board of Supervisors to provide additional funding for the Old NAPA building renovation in Payson.

Conclusion

This funding will allow the Gila County WIC to improve capacity, nutrition, and breastfeeding services by renovating and expanding the new county health building in Payson.

Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors approve Amendment No. 3 to the Intergovernmental Agreement (Contract No. CTR043241) with ADHS.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 3 to an Intergovernmental Agreement (Contract No. CTR043241) between the Gila County Health and Emergency Management Department and the Arizona Department of Health Services in the amount of $139,695 to renovate the Payson WIC Health building. **(Michael O'Driscoll)**

Attachments

Amendment 3

Amendment 2

Amendment 1

IGA (Contract No. ADHS19-207418)

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR043241** / IGA Amendment No: **3**	Procurement Officer **Kristine Newton**

WIC and BFPC Services

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:

   1.1 The Scope of Work is revised and replaced by the Scope of Work of this Amendment Three (3); and

   1.2 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Three (3).

All other provisions of this agreement remain unchanged.

Contractor Name: **GILA COUNTY HELATH SERVICES**	Authorized Signature Woody Cline
Address: **5515 SOUTH APACHE AVENUE, SUITE 100**	Print Name
GLOBE / **ARIZONA** / **85501** City / State / Zip	Chairman, Board of Supervisors Title
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona
Signature / Date	Signed this _____ day of _____ 20___.
Gila County Attorney's office	
Print Name	Procurement Officer
Contract No.: **CTR043241**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	
Signature / Date	
Assistant Attorney General	
Print Name	

SCOPE OF WORK

1. **BACKGROUND**

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1. **WIC Nutrition Services**

1.1.1. The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

1.1.2. To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first year of their baby's life;

1.1.1.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six months;

1.1.1.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

1.1.1.1.6 To reduce the proportion of children ages two (2) to five (5) who are considered obese to ten percent (10%);

1.1.1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.1.9 To increase the proportion of children ages zero (0) to two (2) who view no television or videos on an average day to forty-five percent (45%).

1.2. **Breastfeeding Peer Counseling (BFPC)**

1.2.1. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

1.2.2. The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

1.2.3. Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

2. **OBJECTIVE**

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services.

3. **SCOPE OF WORK**

3.1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

3.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments,

3.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants,

3.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants,

3.1.4 Issue WIC food benefits tailored to meet the needs of the participants,

3.1.5 Ensure the collection and recording of accurate information,

3.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services,

3.1.7 Provide administrative functions for operation of the WIC Program, and

3.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

3.2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

3.3. WIC Special Projects:

3.3.1 Monies are provided for WIC General Infrastructure Special Project.

3.3.1.1 To renovate, expand and improve county owned, leased property located in Payson, Arizona to improve capacity, nutrition and breastfeeding services.

4. TASKS AND REQUIREMENTS

4.1. WIC Services Outreach, Retention, and Referrals:

4.1.1 Conduct outreach activities targeting underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation in accordance with the WIC PPM,

4.1.2 Conduct retention activities to maintain and increase the participation of current WIC enrollees,

4.1.3 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts in accordance with the WIC PPM,

4.1.4 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. in accordance with the WIC PPM, and

4.1.5 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) in accordance with the WIC PPM.

4.2. Additional BFPC Outreach Tasks:

Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

4.3. Participant Records:

4.3.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

4.3.1.1 Eligibility and ineligibility determinations;

4.3.1.2 Nutrition assessments;

4.3.1.3 Nutrition and breastfeeding education and support;

4.3.1.4 Nutrition and breastfeeding counseling;

4.3.1.5 Facilitate behavioral goal setting;

4.3.1.6 Appropriate referrals;

4.3.1.7 Program fraud; and

4.3.1.8 Food Benefit issuances.

4.3.2 Maintain inventory and accountability records, as set forth in the WIC PPM for eWIC cards,

4.3.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information,

4.3.4 Staff shall only access the WIC Computer Data System and client files for business related reason(s),

4.3.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner,

4.3.6 The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality,

4.3.7 The Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

4.3.7.1 What data elements were involved and the extent of the data involved in the breach;

4.3.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

4.3.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

4.3.7.4 A description of the probable causes of the improper use or disclosure; and

4.3.7.5 Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.

4.3.8 The Local Agency shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure, and

4.3.9 The Local Agency shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non WIC funds. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Local Agency will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

4.4. Service Delivery and Program Rules

The Contractor shall:

4.4.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM:

4.4.1.1 Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy;

4.4.1.2 Infants from birth to age one (1); and

4.4.1.3 Children from age one (1) year up to five (5) years of age.

4.4.2 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter two (2) and seven (7) of the Arizona WIC Policy and Procedure Manual,

4.4.3 Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State,

4.4.4 Facilitate goal setting for behavioral change and follow-up on goals set,

4.4.5 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate,

4.4.6 Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM,

4.4.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures,

4.4.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support,

4.4.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The training shall be documented in the participant's record as set forth in the WIC PPM,

4.4.10 Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services, and

4.4.11 Additional BFPC Service Delivery tasks:

4.4.11.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

4.4.11.2 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

4.4.11.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4.5. Participant-Centered Nutrition Education

The Contractor shall:

4.5.1 Prepare a one (1) year Nutrition Services and Training Plan for participants to include, but not be limited to:

4.5.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan; and

4.5.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal.

4.5.2 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, children, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period,

4.5.3 Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence,

4.5.4 Offer, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian (RD) to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD,

4.5.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one- sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and

the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

4.5.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

4.5.5.2 The cost of procuring and producing nutrition education materials;

4.5.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

4.5.5.4 The cost of conducting participant evaluations of nutrition education, nutrition assessments and observations;

4.5.5.5 The salary and other costs incurred in developing the nutrition education plan; and

4.5.5.6 Other ADHS-approved costs.

4.5.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages, and

4.5.7 Provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the four percent (4%) and the actual amount expended if ADHS must pay a penalty to the Federal Government.

4.6. Staffing

The Contractor shall:

4.6.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on *staff* to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC Program Director/Manager capacity may substitute for some years of education,

4.6.2 Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS,

4.6.3 Based on the assigned caseload, provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire graduates with a minimum of an undergraduate degree from an accredited institution, in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry, with an emphasis in nutritional science or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant

certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants,

4.6.4 When applicable, necessary and based on the assigned caseload, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,

4.6.5 Based on the assigned caseload, provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,

4.6.6 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS,

4.6.7 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS,

4.6.8 Identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible population not currently enrolled in WIC, and participate in outreach-related workgroups. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Local Agency to be approved by ADHS,

4.6.9 Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation, and

4.6.10 When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

4.7. Additional BFPC Service Staffing

4.7.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources,

4.7.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason, and

4.7.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

4.8. Staff Training

The Contractor shall:

4.8.1 Train new staff as outlined in the ADHS developed new employee training plan,

4.8.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM,

4.8.3 In addition to state requirements for competency trainings, Local Agencies must implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations,

4.8.4 Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS,

4.8.5 Provide one (1) representative for a maximum of six (6) mandatory, in-person WIC Partners' two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards,

4.8.6 Provide one (1) representative for a maximum of 12 GoToMeeting WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP),

4.8.7 Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building, and

4.8.8 Maintain a record of training provided, monitoring and observation results of staff competencies in each staff file and/or the State LMS.

4.9. Additional BFPC Staff Training:

4.9.1 Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term,

4.9.2 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment,

4.9.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others, and

4.9.4 Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once during each Peer Counseling Program contract term.

4.10. Data Collection

The Contractor shall:

4.10.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System,

4.10.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM,

4.10.3 WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others, and

4.10.4 When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include but not limited to providing a temporary administrative account.

4.11. Administrative Services

The Contractor shall:

4.11.1 In addition to complying with the Guidance for Federal Grant Award Management (Blue Book) and State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, Chapter twelve (12) and thirteen (13) of the WIC PPM:

4.11.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase);

4.11.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;

4.11.1.3 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more;

4.11.1.4 For all asset-related items, a request shall be submitted to ADHS utilizing the process specified in the WIC PPM: hardware (e.g. computers, tablets, scanners, printers, card readers, pin pads, webcams, and headsets) and certain telecommunications equipment necessary to access the web based WIC Computer Data System (e.g. routers, MiFi's). New technology will be evaluated for inclusion based on program needs. Software may not be purchased with local agency WIC funds:

4.11.1.4.1 Notification to ADHS must be provided for any asset-related resource items that need to be transferred or disposed. Contractors shall not directly dispose of any asset.

4.11.1.5 Transfer and disposals must follow procedures outline in WIC PPM; and

4.11.1.6 Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than ten (10) business days from the time of incident to the assigned ADHS WIC Nutrition Consultant.

4.11.2 If applicable, submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM,

4.11.3 Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know,

4.11.4 Provide at least ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location,

4.11.5 Read, timely, all ADHS provided documents and provide requested response, if applicable,

4.11.6 The Local Agency Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account,

4.11.7 Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC-related operations and trainings, if applicable, according to the WIC PPM, including but not limited to:

4.11.7.1 Signed consent for hemoglobin screening and anthropometrics;

4.11.7.2 Signed Rights and Obligations for enrolled participant files (active and inactive);

4.11.7.3 Eligible participant files (active and inactive);

4.11.7.4 Ineligible applicant signatures;

4.11.7.5 Monthly Participation Reports by Category and Ethnicity;

4.11.7.6 Outreach files;

4.11.7.7 Medical documentation;

4.11.7.8 Staff files: Trainings attended, skill observations, and Local Agency Self Assessments;

4.11.7.9 Documentation of dual participation actions;

4.11.7.10 Waiting lists (when applicable);

4.11.7.11 Reconciliation of eWIC cards;

4.11.7.12 Civil rights file to include documentation and resolution of all civil rights complaints;

4.11.7.13 Documentation of annual civil rights and voter registration training of all employees; and

4.11.7.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

4.11.8 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM,

4.11.9 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented,

4.11.10 Adhere to the SAAM travel rates. Travel rates reimbursed by the Local Agency cannot exceed the current Arizona State Reimbursement Rates, located here: https://gao.az.gov/travel/welcome-gao-travel,

4.11.11 Prepare individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM,

4.11.12 Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant,

4.11.13 Prepare Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year,

4.11.14 Prepare WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter’s expenditures respectively in accordance with the requirements in the WIC PPM,

4.11.15 Prepare an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year,

4.11.16 Prepare an annual evaluation on the One (1) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year,

4.11.17 Prepare an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes,

4.11.18 Prepare a Summary of Local Agency Annual Self Assessments. Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation, and

4.11.19 Prepare all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Contractor may request permission to continue operating their program utilizing local funds. The Contractor will contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Contractor may transfer funds to ADHS to ensure continued operation.

Additional monies may be awarded under this contract for WIC Special Projects related to, but not limited to general infrastructure, breastfeeding promotion, nutrition services, information system enhancement efforts and client retention efforts.

4.12. Additional Peer Counseling Administrative Services

4.12.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS, and

4.12.2. Training and resources to assist the local agency in establishing and maintaining competency for new and existing staff.

4.13. WIC Special Projects

The Contractor Shall:

4.11.1. Complete the design and plan for renovation of the leased property utilizing qualified professional service contractors,

4.11.2. Bid the project to select most cost effective and reliable contractors to complete the WIC General Infrastructure Special Project, and

4.11.3. Obtain all necessary permits, if applicable, to renovate the building and parking lot according to local, state and federal guidelines.

5. **REFERENCE DOCUMENTS**

5.1. Arizona WIC Program Policies and Procedures Manual: Refer to http://azdhs.gov/azwic/local_agencies_policyManual.htm

5.2. Guidance for Federal Grant Award Management (Blue Book): https://www.azdhs.gov/documents/prevention/womens-childrens-health/childrens-health/homevisiting/guidance-for-federal-grant-award-management.pdf

5.3. State of Arizona Accounting Manual (SAAM): https://gao.az.gov/publications/SAAM/

5.4. Federal Regulations: Refer to https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5

5.5. 7 CFR 246.14: Program costs

5.6. 7 CFR 246.26 (h)(2): Notice to applicants and participants about the use and disclosure of confidential applicant and participant information

5.7. 7 CFR 246.26 (h)(3): Implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

6. **STATE PROVIDED ITEMS**

ADHS shall provide the following:

6.1. Paper copies of the Arizona WIC Program Policies and Procedures Manual, upon request;

6.2. Hardware and software necessary for operation of the WIC Computer Database System;

6.3. Training and resources to assist local agencies in establishing staff competency for new and existing staff;

6.4. Blank eWIC Cards;

6.5. Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment;

6.6. Nutrition Education Materials for participants;

6.7. Quarterly Report template (electronic) for Peer Counseling Program;

6.8. Technical assistance and support;

6.9. Breastfeeding material and supplies for participants and resources for staff;

6.10. Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate;

6.11. Loving Support through Peer Counseling curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate;

6.12. Monitoring of WIC Authorized Vendors for compliance with regulations and coordination with tribal and county officials when doing compliance buys for markets on a reservation;

6.13. Periodic redemption reports for issued benefits; and

6.14. Formats for required reports.

7. **DELIVERABLES**

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC or BFPC shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

7.1. Updated copies of Local Agency Policies and Procedures as required per the WIC PPM;

7.2. Individual electronic CER invoice for each program, no later than thirty (30) days following the end of each report month of the program year;

7.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's CER expenses no later than thirty (30) days following the end of each quarter report of the program year;

7.4. Final CER invoice for each program no later than forty-five (45) days following the end of each Contract year;

7.5. WIC Local Agency fourth (4th) Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than forty-five (45) days following the end of each Contract year;

7.6. Updated Nutrition Services and Training Plan for the upcoming FFY and evaluation of the previous years activities;

7.7. Annual Summary of Local Agency Self Assessments;

7.8. Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

7.8.1. Request for Caseload to be served,

7.8.2. Request for budget and budget justification,

7.8.3. Updated Outreach Plan for the upcoming FFY and an evaluation of previous years activities, and

7.8.4. Any additional services and other documents specified.

7.9. All required responses to federal and state audits and reviews submitted in a timely manner;

7.10. Additional Peer Counseling Deliverables

7.10.1. Quarterly reports for the Peer Counseling Program to be submitted 15 days after each quarter of the Contract year.

7.11. WIC Special Project Deliverables and Delivery Schedule

The Contractor Shall:

7.11.1. Complete construction/tenant improvements by September 30, 2020,

7.11.2. Begin WIC clinic operations, and submit all invoices/Contractor Expenditure Reports by December 30, 2020 with final progress report,

7.11.3. Submit Monthly Completed Contractor Expenditure Report (CER) with supporting documentation not to exceed a total cost of $139,695.00 according to approved line-item budget no later than thirty (30) days following the end of each report month,

7.11.4. Submit Final Progress Report of all activities by December 30, 2020, and

7.11.5. Submit a final CER by December 30, 2020.

8. PERFORMANCE STANDARDS AND AWARDS

8.1. Upon Contract finalization, ADHS shall notify the Contractor by email of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

8.2. If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources; and

8.3. Local Agencies shall be eligible for one (1) or more of the following awards:

8.3.1. Any local agency which meets 100% or more of its caseload assignment for three (3) consecutive months during the previous FFY may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,

8.3.2. Utilizing the “Nutrition Discussion Contact” report ran in the first quarter of the FFY preceding time of application (October through December), any Local Agency meeting 95% of its nutrition education documentation requirement for each participation time period may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,

8.3.3. The agency with the highest percentage of IENs in the first quarter (Oct 1 through Dec 31) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

Assigned Caseload Cohort	Award Amount
Less than 2000	$5,000
2000 - 8000	$10,000
More than 8000	$15,000

8.3.4. Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year, and

8.3.5. USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

9. NOTICES, CORRESPONDENCE AND REPORTS

9.1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007
Attention: WIC Program Manager

9.2. Notice, correspondence and reports from ADHS to the Contractor shall be sent to: (Contractor to complete)

Contractor: _____

Attention: _____

Address: _____

Address: _____

City, State, ZIP:_____

Phone: _____

Fax: _____

Email: _____

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR043241**	IGA Amendment No: **3**	Procurement Officer **Kristine Newton**

PRICE SHEET

October 1, 2019 to September 30, 2020

Cost Reimbursement Line Item Budget
Agency Name: Gila County Health Services

WIC Services

Federal Award Identification Number (FAIN): 197AZAZ7W1003
Federal Award Date: October 1, 2019
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

WIC Services Account Classification	Amount
Personnel	$135,386.00
Employee Related Expenses	$66,457.00
Professional & Outside Services	$1.00
Travel Expense	$6,628.00
Occupancy Expenses	$1.00
Other Operating Expenses	$6,100.00
Capital Expenditures	$1.00
Indirect Cost	$1.00
RD Supplement	$62,550.00
Total	**$277,125.00**

Breastfeeding Peer Counseling Services

Federal Award Identification Number (FAIN): 197AZAZ1W5003
Federal Award Date: October 1, 2019
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel	$35,008.00
Employee Related Expenses	$11,129.00
Professional & Outside Services	$1.00
Travel Expense	$2,825.00
Occupancy Expenses	$1.00
Other Operating Expenses	$5,342.00
Capital Expenditures	$1.00
Indirect Costs	$1.00
Total	**$54,308.00**

WIC General Infrastructure Special Project

WIC General Infrastructure Special Project	Amount
Personnel	$0.00
Employee Related Expenses	$0.00
Professional & Outside Services	$128,054.00
Travel Expense	$0.00
Occupancy Expenses	$0.00
Other Operating Expenses	$0.00
Capital Expenditures	$0.00
Indirect Costs	$11,641.00
Total	**$139,695.00**

PRICE SHEET

October 1, 2020 to September 30, 2021

Cost Reimbursement Line Item Budget
Agency Name: Gila County Health Services

WIC Services

Federal Award Date: October 1, 2020
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

WIC Services Account Classification	Amount
Personnel	$121,064.00
Employee Related Expenses	$58,991.00
Professional & Outside Services	$1.00
Travel Expense	$6,850.00
Occupancy Expenses	$1.00
Other Operating Expenses	$13,402.00
Capital Expenditures	$1.00
Indirect Cost	$0.00
RD Supplement	$62,550.00
Total	**$262,860.00**

Breastfeeding Peer Counseling Services

Federal Award Date: October 1, 2020
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel	$27,362.00
Employee Related Expenses	$6,385.00
Professional & Outside Services	$1.00
Travel Expense	$6,900.00
Occupancy Expenses	$1.00
Other Operating Expenses	$13,658.00
Capital Expenditures	$1.00
Indirect Costs	$0.00
Total	**$54,308.00**

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item may only be used to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) The Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) An additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2020 is: 1,100

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids) are not allowable costs.

INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 18th Ave Suite 260
Phoenix, Arizona 85007

Contract No.: CTR043241	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 1	Procurement Officer **Whitni Markotic/Felicia Marquez**

WIC AND BFPC SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:

   1.1 The Scope of Work is revised and replaced by the Scope of Work of this Amendment Two (2).

   1.2 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Two (2).

   1.3 The Title above has changed from WIC, BFPC, FMNP and ONED SERIVCES to WIC and BFPC SERVICES of this Amendment Two (2).

All other provisions of this agreement remain unchanged.

Contractor Name: **GILA COUNTY HEALTH SERVICES**

Authorized Signature

Woody Cline

Print Name

Address: **5515 SOUTH APACHE AVENUE, SUITE 100**

GLOBE	ARIZONA	85501
City	State	Zip

Chairman, Board of Supervisors

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

Jefferson R. Dalton, for Charles Sheid 10/1/19

Signature Date

The Gila County Attorney's Office

Print Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 21st day of October 2019

Christie Ruth

Procurement Officer

Contract No.: CTR043241, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

10/21/19

Signature Date

Aubrey Jay Corcoran Assistant Attorney General

Print Name

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR043241	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 1	Procurement Officer **Whitni Markotic/Felicia Marquez**

SCOPE OF WORK

1. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1 WIC Nutrition Services

The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.1 To increase the incidence of breastfeeding to 82% of women initiating breastfeeding;

1.1.1.2 To increase the duration of breastfeeding to 61% of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.3 To increase the duration of breastfeeding to 34% of women breastfeeding for the first year of their baby's life;

1.1.1.4 To increase the rate infants are exclusively breastfed to 44% at three (3) months and 24% at six months;

1.1.1.5 To reduce the proportion of adults who are considered obese to 31%;

1.1.1.6 To reduce the proportion of children ages 2-5 who are considered obese to 10%;

1.1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.9 To increase the proportion of children ages 0-2 who view no television or videos on an average day to 45%.

1.2 Breastfeeding Peer Counseling (BFPC)

1.2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling",

which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

1.2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

1.2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

2. OBJECTIVE

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services.

3. SCOPE OF WORK

3.1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

3.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

3.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;

3.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

3.1.4 Issue WIC food benefits tailored to meet the needs of the participants;

3.1.5 Ensure the collection and recording of accurate information;

3.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;

3.1.7 Provide administrative functions for operation of the WIC Program; and

3.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

3.2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

4. TASKS AND REQUIREMENTS

4.1. WIC Services Outreach, Retention, and Referrals

4.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract.

4.1.2 Conduct retention activities to maintain and increase the participation of current WIC enrollees.

4.1.3 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract.

4.1.4 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract.

4.1.5 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

4.2. Additional BFPC Outreach Tasks:

4.2.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

4.3. Participant Records:

4.3.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

4.3.1.1 Eligibility and ineligibility determinations;

4.3.1.2 Nutrition assessments;

4.3.1.3 Nutrition and breastfeeding education and support;

4.3.1.4 Nutrition and breastfeeding counseling;

4.3.1.5 Encourage participants in setting behavioral goals;

4.3.1.6 Appropriate referrals;

4.3.1.7 Program abuse; and

4.3.1.8 Food benefit issuances.

4.3.2 Maintain inventory and accountability records, as set forth in the WIC PPM for eWIC cards.

4.3.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

4.3.4 Staff shall only access the WIC Computer Data System and client files for business related reason(s).

4.3.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner.

4.3.6 The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.

4.3.7 The Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

4.3.7.1 What data elements were involved and the extent of the data involved in the breach;

4.3.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

4.3.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

4.3.7.4 A description of the probable causes of the improper use or disclosure; and

4.3.7.5 Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.

4.3.8 The Local Agency shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4.3.9 The Local Agency shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non WIC funds. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Local Agency will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

4.4. Service Delivery and Program Rules

The Contractor shall:

4.4.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;

4.4.1.1 Pregnant women, breastfeeding women up to 12 months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy,

4.4.1.2 Infants from birth to age one (1), and

4.4.1.3 Children from age one (1) year up to five (5) years of age.

4.4.2 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual.

4.4.3 Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State;

4.4.4 Assist participants in setting goals for behavioral change and follow-up on goals set;

4.4.5 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;

4.4.6 Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM;

4.4.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;

4.4.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

4.4.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The training shall be documented in the participant's record as set forth in the WIC PPM;

4.4.10 Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services.

4.4.11 Additional BFPC Service Delivery tasks:

4.4.11.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

4.4.11.2 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

4.4.11.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4.5. Participant-Centered Nutrition Education

The Contractor shall:

4.5.1 Prepare and submit a two (2) year Nutrition Services and Training Plan for participants to include, but not be limited to:

4.5.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan.

4.5.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal.

4.5.2 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, children, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period.

4.5.3 Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence.

4.5.4 Offer, as often as necessary, high- and medium-risk nutrition education/counseling by an RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.

4.5.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one- sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

4.5.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

4.5.5.2 The cost of procuring and producing nutrition education materials;

4.5.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

4.5.5.4 The cost of conducting participant evaluations of nutrition education;

4.5.5.5 The salary and other costs incurred in developing the nutrition education plan; and

4.5.5.6 Other ADHS-approved costs.

4.5.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages.

4.5.7 The Local Agency will provide documentation that a minimum of 4% of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the 4% is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the 4% and the actual amount expended IF ADHS must pay a penalty to the Federal Government.

4.6. Staffing

The Contractor shall:

4.6.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on *staff* to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC Program Director/Manager capacity may substitute for some years of education.

4.6.2 All Local Agencies will identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS.

4.6.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants.

4.6.4 When applicable and necessary, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

4.6.5 Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

4.6.6 All local agencies will identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS.

4.6.7 All Local Agencies will identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS.

4.6.8 All Local Agencies will identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible population not currently enrolled in WIC, and participate in outreach-related workgroups. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Local Agency to be approved by ADHS.

4.6.9 Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation

4.6.10 When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

4.6.11 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS)

4.7. Additional BFPC Service Staffing

4.7.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.

4.7.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.

4.7.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken).

Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants

4.8. Staff Training

The Contractor shall:

4.8.1 Train new staff as outlined in the ADHS developed new employee training plan.

4.8.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS Learning Management System (LMS) at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM.

4.8.3 In addition to state requirements for competency trainings, Local Agencies must implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations.

4.8.4 Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS.

4.8.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.

4.8.6 Provide one (1) representative for a maximum of 12 GoToMeeting WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP).

4.8.7 Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building.

4.9. Additional BFPC Staff Training:

4.9.1 Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term

4.9.2 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment

4.9.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others

4.9.4 Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once during each Peer Counseling Program contract term

4.10. Data Collection

The Contractor shall:

4.10.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.

4.10.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM.

4.10.3 WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others.

4.10.4 When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include but not limited to providing a temporary administrative account.

4.11. Administrative Services

The Contractor shall:

4.11.1 In addition to complying with the Guidance for Federal Grant Award Management (Blue Book) and State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, AND Chapter 12 and 13 of the Policy and Procedure Manual (PPM):

4.11.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase).

4.11.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available.

4.11.1.3 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more.

4.11.1.4 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any asset resource related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal; Contractors shall not directly dispose of any asset.

4.11.1.4.1.1 Once the asset resource related item is purchased ADHS must be provided the information listed in 8.1.1 within 10 business days of the item being received

4.11.1.4.1.2 Transfer and disposals must follow the procedures outlined in the PPM.

4.11.1.4.1.3 Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than 10 business days from the time of incident to the assigned ADHS WIC Nutrition Consultant.

4.11.1.5 Submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM.

4.11.1.6 Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know.

4.11.1.7 Provide at least 10 weeks written notice when planning on opening, moving, or suspending WIC services at any location.

4.11.1.8 Read, timely, all ADHS provided documents and provide requested response, if applicable.

4.11.1.9 The Local Agency Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account.

4.11.1.10 Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC-related operations and trainings, if applicable, according to the WIC PPM, including but not limited to:

4.11.1.10.1 Signed consent for hemoglobin screening and anthropometrics;

4.11.1.10.2 Signed Rights and Obligations for enrolled participant files (active and inactive);

4.11.1.10.3 Eligible participant files (active and inactive);

4.11.1.10.4 Ineligible applicant signatures;

4.11.1.10.5 Monthly Participation Reports by Category and Ethnicity;

4.11.1.10.6 Outreach files;

4.11.1.10.7 Medical documentation;

4.11.1.10.8 Staff files: Trainings attended, skill observations, and Local Agency Self Assessments;

4.11.1.10.9 Documentation of dual participation actions;

4.11.1.10.10 Waiting lists (when applicable);

4.11.1.10.11 Reconciliation of eWIC cards;

4.11.1.10.12 Civil rights file to include documentation and resolution of all civil rights complaints;

4.11.1.10.13 Documentation of annual civil rights and voter registration training of all employees; and

4.11.1.10.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

4.11.1.11 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM.

4.11.1.12 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented.

4.11.1.13 Prepare and submit individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM.

4.11.1.14 Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant.

4.11.1.15 Prepare and submit Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year.

4.11.1.16 Prepare and submit WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM.

4.11.1.17 Prepare and submit an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year.

4.11.1.18 Prepare and submit an annual evaluation on the Two (2) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year.

4.11.1.19 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes.

4.11.1.20 Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation.

4.11.1.21 Prepare and submit all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Contractor may request permission to continue operating their program utilizing local funds. The Contractor will contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Contractor may transfer funds to ADHS to ensure continued operation.

4.12 Additional Peer Counseling Administrative Services

4.12.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS.

4.12.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

5. REFERENCE DOCUMENTS

5.1 Arizona WIC Program Policies and Procedures Manual: Refer to http://azdhs.gov/azwic/local_agencies_policyManual.htm

5.2 Guidance for Federal Grant Award Management (Blue Book): https://www.azdhs.gov/documents/prevention/womens-childrens-health/childrens-health/homevisiting/guidance-for-federal-grant-award-management.pdf

5.3 State of Arizona Accounting Manual (SAAM): https://gao.az.gov/publications/SAAM/

5.4 Federal Regulations: Refer to https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5

5.5 7 CFR 246.14: program costs

5.6 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information

5.7 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information

6. STATE PROVIDED ITEMS

ADHS shall provide the following:

6.1 Paper copies of the Arizona WIC Program Policies and Procedures Manual, upon request.

6.2 Hardware and software necessary for operation of the WIC Computer Database System.

6.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

6.4 Blank eWIC Cards.

6.5 Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment.

6.6 Nutrition Education Materials for participants.

6.7 Quarterly Report template (electronic) for Peer Counseling Program.

6.8 Technical assistance and support.

6.9 Breastfeeding material lending and library for Peer Counselor use.

6.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.

6.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

6.12 Monitoring of WIC Authorized Vendors for compliance with regulations and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

6.13 Periodic redemption reports for issued benefits.

6.14 Formats for required reports.

7. DELIVERABLES

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC or BFPC shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

7.1 Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

7.2 Prepare and submit individual electronic CER copies invoice for each program, not later than *thirty* (30) days following the end of each report month of the program year;

7.3 WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's CER expenses not later than *thirty* (30) days following the end of each quarter report of the program year

7.4 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;

7.5 WIC Local Agency 4th Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than *forty-five (45)* days following the end of each Contract year;

7.6 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

7.6.1 Request for Caseload to be served;

7.6.2 Request for budget and budget justification;

7.6.3 Updated Participant Nutrition Services and Training Plan for the following contract year and a evaluation of the previous year's activities;

7.6.4 Updated Outreach Plan of each contract year and a progress report of previous year's activities; and

7.6.5 Any additional services and other documents specified.

7.7 All required responses to federal and state audits and reviews submitted in a timely manner

7.8 Additional Peer Counseling Deliverables

7.8.1 Quarterly reports for the Peer Counseling Program to be submitted 15 days after each quarter of the Contract year

8. PERFORMANCE STANDARDS AND AWARDS

8.1 Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

8.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

8.3 Local Agencies shall be eligible for one (1) or more of the following awards:

8.3.1 Any local agency which meets 100% or more of its caseload assignment for three (3) consecutive months during the previous 12 month period (April 1 through March 31) may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

8.3.2 Utilizing the "Nutrition Discussion Contact" report ran for the last 6 months preceding time of application (September through February), any Local Agency meeting 95% of its nutrition education documentation requirement for each participation time period may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

8.3.3 The agency with the highest percentage of IENs in the first quarter (Oct 1 through Dec 31) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

Assigned Caseload Cohort	Award Amount
Less than 2000	$5,000
2000 - 8000	$10,000
More than 8000	$15,000

8.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

8.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

9. NOTICES, CORRESPONDENCE AND REPORTS

9.1 Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007
Attention: WIC Program Manager

9.2 Notice, correspondence and reports from ADHS to the Contractor shall be sent to:
(Contractor to complete)

Contractor: _____

Attention: _____

Address: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Fax: _____

Email: _____

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR043241	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 1	Procurement Officer Whitni Markotic/Felicia Marquez

PRICE SHEET

WIC, BFPC, FMNP AND ONED SERVICES

October 1, 2019 to September 30, 2020

Federal Award Identification Number (FAIN): 197AZAZ7W1003
Federal Award Date: October 1, 2019
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children
Agency Name: Gila County Health Services

WIC Services

Cost Reimbursement Line Item Budget

Account Classification	Amount
Personnel	$135,386.00
Employee Related Expenses	$66,457.00
Professional & Outside Services	$1.00
Travel Expense	$6,628.00
Occupancy Expenses	$1.00
Other Operating Expenses	$6,100.00
Capital Expenditures	$1.00
Indirect Cost	$1.00
RD Supplement	$62,550.00
Total	$277,125.00

Federal Award Identification Number (FAIN): 197AZAZ1W5003
Federal Award Date: October 1, 2019
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services

Cost Reimbursement Line Item Budget

Account Classification	Amount
Personnel	$35,008.00
Employee Related Expenses	$11,129.00
Professional & Outside Services	$1.00
Travel Expense	$2,825.00
Occupancy Expenses	$1.00
Other Operating Expenses	$5,342.00
Capital Expenditures	$1.00
Indirect Costs	$1.00
Total	$54,308.00

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR043241	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 1	Procurement Officer **Whitni Markotic/Felicia Marquez**

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item may only be used to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) The Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) An additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2020 is: 1,100

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids) are not allowable costs.

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR043241	IGA Amendment No: 1 Arizona Procurement Portal Amendment No.: 1	Senior Procurement Specialist **Diana Martinez**

WIC, BFPC, FMNP AND ONED SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the Contract No. from ADHS19-207418 to CTR043241 due to change in electronic system, from ProcureAZ to Arizona Procurement Portal (APP).

All other provisions of this agreement remain unchanged.

GILA COUNTY HEALTH SERVICES
Contractor Name:

5515 SOUTH APACHE AVENUE, SUITE 100
Address:

GLOBE	**ARIZONA**	**85501**
City	State	Zip

Authorized Signature

Tim R. Humphrey
Print Name

Chairman, Board of Supervisors
Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

Jefferson Dalton for Charles Shiu 8/19/2019
Signature Date

Gila County Attorney's Office
Print Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 6th day of September 2019

Christie Ruta
Procurement Officer

Contract No.: **CTR043241**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

8/30/19
Signature Date

Aubrey Jay Corcoran Assistant Attorney General
Print Name

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS19-207418

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1045
(602) 542-1741 FAX

Project Title: WIC, BFPC, FMNP AND ONED SERVICES **Begin Date:** October 1, 2018

Geographic Service Area: STATE OF ARIZONA **Termination Date:** September 30, 2023

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: **Gila County Health Services**
Address: **5515 South Apache Avenue, Suite 100, Globe, AZ 85501**

FOR CLARIFICATION, CONTACT:

Name: Samantha Jerome
Phone: 928-474-7182
FAX No: 928-474-7069
E-mail: sjerome@gilacountyaz.gov

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

2/5/2019

Signature of Person Authorized to Sign Date

Tim Humphrey, Chairman Board of Supervisors

Print Name and Title

This Contract shall henceforth be referred to as Contract No. ADHS19-207418. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona
Signed this 20 **day of** March, **2019**

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Jefferson, PA alt for Charles Shrie Feb 5/19

Signature of Person Authorized to Sign Date

Gila County Attorney's Office

Print Name and Title

Attorney General Contract, No. P0012014000078, 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.
The Attorney General, BY:

3/15/19

Signature **Date**

Assistant Attorney General:

Aubrey Joy Corcoran

1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

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

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

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

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"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.

1.12 *"Materials*" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"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 this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. Contract Type.

This Contract shall be:

___Fixed Price
X Cost Reimbursement

3. Contract Interpretation.

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. 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.

3.3. 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:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4. 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.

4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("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 and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10. Property of the State.

4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, “Material” means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. “Material” as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor’s involvement in other service activities that are not funded by the Agreement.

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor’s right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor’s own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, “monetary compensation’ does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. 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.

4.12. 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.

5. Costs and Payments

5.1. 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 Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

5.4.1. *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 taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification*. The 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 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.

5.4.3. *I.R.S. W9 Form*. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. Contract Changes

6.1. Amendments, Purchase Orders and Change Orders. 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, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments 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.

7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.

7.2. Mutual Indemnification. 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.

7.3. Force Majeure**.**

7.3.1. *Liability and Definition*. 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. *Exclusions*. Force Majeure shall not include the following occurrences:

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

7.3.2.2. 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

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

7.3.3. *Notice*. 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 the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default*. 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.

7.4. 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 for or toward the fulfillment of this Contract.

8. Description of Materials

The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

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

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

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

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. 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.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 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.

8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1. 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.

9.2. Stop Work Order.

9.2.1. *Terms*. 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 a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

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.

9.2.2. *Cancellation or Expiration*. 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.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1. 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.

10.2. 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, securing the Contract or an Amendment to the Contract, or receiving 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.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or

subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at https://www.fsrs.gov/

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at http://www.whitehouse.gov/omb/open. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding $30,000.00 during the term of the Award.

21. Contracting; Procurement; Investment; Prohibitions

21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

22. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

1. Background

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1. WIC Nutrition Services

The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1. Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.1. To increase the incidence of breastfeeding to 82% of women initiating breastfeeding;

1.1.1.2. To increase the duration of breastfeeding to 61% of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.3. To increase the duration of breastfeeding to 34% of women breastfeeding for the first year of their baby's life;

1.1.1.4. To increase the rate infants are exclusively breastfed to 44% at three (3) months and 24% at six months;

1.1.1.5. To reduce the proportion of adults who are considered obese to 31%;

1.1.1.6. To reduce the proportion of children ages 2-5 who are considered obese to 10%;

1.1.1.7. To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.8. To increase the consumption of whole grains by those two (2) and older; and

1.1.1.9. To increase the proportion of children ages 0-2 who view no television or videos on an average day to 45%.

1.2. Breastfeeding Peer Counseling (BFPC)

1.2.1. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

1.2.2. The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

1.2.3. Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

1.3. Farmer's Market Nutrition Program (FMNP)

The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women, children, and infants as ADHS allows to purchase these items directly from growers at ADHS-approved farmers' markets. FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

2. Objective

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services and / or Farmers' Market Nutrition Program Services.

3. Scope of Service

3.1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

3.1.1. Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

3.1.2. Provide participant centered nutrition and breastfeeding support services to WIC participants;

3.1.3. Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

3.1.4. Issue WIC food benefits tailored to meet the needs of the participants;

3.1.5. Ensure the collection and recording of accurate information;

3.1.6. Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;

3.1.7. Provide administrative functions for operation of the WIC Program; and

3.1.8. Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

3.2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

3.3. Farmer's Market Nutrition Program (FMNP)

WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

3.3.1. Identifying participants and offering program services;

3.3.2. Distributing information to participants;

3.3.3. Issuing of FMNP benefits;

3.3.4. Safeguarding FMNP benefits;

3.3.5. Documenting accurately all required information;

3.3.6. Providing administrative functions necessary for operation of the FMNP;

3.3.7. Preparing and submitting all required reports in accordance with this Contract; and

3.3.8. Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

4. Tasks

4.1. WIC Services Outreach and Referrals

4.1.1. Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract.

4.1.2. Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract.

4.1.3. Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract.

4.1.4. Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

4.2. Additional BFPC Outreach Tasks:

4.2.1. Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

4.3. Participant Records:

4.3.1. Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

4.3.1.1. Eligibility and ineligibility determinations;

4.3.1.2. Nutrition assessments;

4.3.1.3. Nutrition and breastfeeding education and support;

4.3.1.4. Nutrition and breastfeeding counseling;

4.3.1.5. Encourage participants in setting behavioral goals;

4.3.1.6. Appropriate referrals;

4.3.1.7. Program abuse; and

4.3.1.8. Food benefit issuances.

4.3.2. Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock, food instruments issued by the Contractor, eWIC cards, and eWIC cards issued by the Contractor.

4.3.3. Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h) (3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

4.3.4. Staff shall only access the WIC Computer Data System and client files for business related reason(s).

4.3.5. Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner.

4.3.6. The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.

4.3.7. The Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

4.3.7.1. What data elements were involved and the extent of the data involved in the breach;

4.3.7.2. A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

4.3.7.3. A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

4.3.7.4. A description of the probable causes of the improper use or disclosure; and

4.3.7.5. Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.

4.3.8. The Local Agency shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4.3.9. The Local Agency shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Local Agency will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

4.4. Additional FMNP Participant Records Tasks:

4.4.1. Document nutrition education and distribution of FMNP benefits and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

4.5. Service Delivery and Program Rules

The Contractor shall:

4.5.1. Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;

4.5.1.1. Pregnant women, breastfeeding women up to 12 months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy;

4.5.1.2. Infants from birth to age one (1), and

4.5.1.3. Children from age one (1) year up to five (5) years of age.

4.5.2. Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual;

4.5.3. Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;

4.5.4. Assist participants in setting goals for behavioral change and follow-up on goals set;

4.5.5. Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;

4.5.6. Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM;

4.5.7. Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;

4.5.8. Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

4.5.9. Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, food benefit use and redemption, and if applicable, FMNP benefits. The training shall be documented in the participant's record as set forth in the WIC PPM and/or AzFMNP Manual;

4.5.10. Additional BFPC Service Delivery tasks:

4.5.10.1. Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

4.5.10.2. Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

4.5.10.3. Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4.5.11. Additional FMNP Delivery tasks:

4.5.11.1. Identify eligible participants, offer FMNP benefits, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

4.5.11.2. Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;

4.5.11.3. Submit a written request to the ADHS FMNP Manager for authorization to utilize a Local Agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;

4.5.11.4. Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS approved Arizona Farmers' Markets;

4.5.11.5. Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP benefits;

4.5.11.6. Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market; and

4.5.11.7. If funding for additional FMNP benefits becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

4.6. Participant-Centered Nutrition Education

The Contractor shall:

4.6.1. Prepare and submit a two (2) year Nutrition Services and Training Plan for participants to include, but not be limited to:

4.6.1.1. Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan; and

4.6.1.2. Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal.

4.6.2. Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, children, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period.

4.6.3. Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence.

4.6.4. Offer, as often as necessary, high- and medium-risk nutrition education/counseling by an RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.

4.6.5. Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

4.6.5.1. Salary and other costs for time spent on nutrition education, whether with an individual or group;

4.6.5.2. The cost of procuring and producing nutrition education materials;

4.6.5.3. The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

4.6.5.4. The cost of conducting participant evaluations of nutrition education;

4.6.5.5. The salary and other costs incurred in developing the nutrition education plan; and

4.6.5.6. Other ADHS-approved costs.

4.6.6. Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages.

4.6.7. The Local Agency will provide documentation that a minimum of 4% of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the 4% is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the 4% and the actual amount expended IF ADHS must pay a penalty to the Federal Government.

4.7. Staffing

The Contractor shall:

4.7.1. Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on *staff* to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration.

4.7.2. Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS.

4.7.3. Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants.

4.7.4. Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation

4.7.5. When applicable and necessary, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

4.7.6. Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing

nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

4.7.7. Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS.

4.7.8. All Local Agencies will identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS.

4.7.9. When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

4.7.10. Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS)

4.8. Additional BFPC Service Staffing

4.8.1. Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.

4.8.2. Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.

4.8.3. Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants

4.9. Staff Training

The Contractor shall:

4.9.1. Train new staff as outlined in the ADHS developed new employee training plan.

4.9.2. Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS Learning Management System (LMS) at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM.

4.9.3. In addition to state requirements for competency trainings, Local Agencies must implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations.

4.9.4. Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS.

4.9.5. Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings sessions in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.

4.9.6. Provide one (1) representative for a maximum of 12 GoToMeeting teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings.

4.9.7. Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building.

4.10. Additional BFPC Staff Training:

4.10.1. Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term.

4.10.2. Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* Curriculum within one (1) month of employment.

4.10.3. Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others.

4.10.4. Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for W IC Families" through the *Loving Support* curriculum at least once during each Peer Counseling Program contract term.

4.11. Data Collection

The Contractor shall:

4.11.1. Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.

4.11.2. Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM.

4.11.3. WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others.

4.11.4. When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include but not limited to providing a temporary administrative account.

4.12. Administrative Services

The Contractor shall:

4.12.1. In addition to complying with the Guidance for Federal Grant Award Management (Blue Book), State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, AND Chapter 12 and 13 of the Policy and Procedure Manual (PPM):

4.12.1.1. Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase).

4.12.1.2. Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available.

4.12.1.3. Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of five thousand dollars ($5,000) or more.

4.12.1.4. Obtain written permission from ADHS prior to expending WIC funds for the purchase of any asset resource related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal;

4.12.1.4.1. Once the asset resource related item is purchased ADHS must be provided the information listed in 8.1.1 within 10 business days of the item being received

4.12.1.4.2. Transfer and disposals must follow the procedures outlined in the PPM.

4.12.1.4.3. Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than 10 business days from the time of incident.

4.12.1.5. Submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM.

4.12.1.6. Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, FMNP Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know.

4.12.1.7. Provide at least 10 weeks written notice when planning on opening, moving, or suspending WIC services at any location.

4.12.1.8. Read, timely, all ADHS provided documents and provide requested response, if applicable.

4.12.1.9. The Local Agency Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account.

4.12.1.10. Maintain records of WIC services in WIC Computer Data System, if applicable, according to the WIC PPM, including but not limited to:

4.12.1.10.1. Signed consent for anemia screening and anthropometrics;

4.12.1.10.2. Signed Rights and Obligations for enrolled participant files (active and inactive);

4.12.1.10.3. Eligible participant files (active and inactive);

4.12.1.10.4. Ineligible applicant signatures;

4.12.1.10.5. Monthly Participation Reports by Category and Ethnicity;

4.12.1.10.6. Outreach files;

4.12.1.10.7. Medical documentation;

4.12.1.10.8. Staff files: Trainings attended, skill observations, and annual evaluations;

4.12.1.10.9. Documentation of dual participation actions;

4.12.1.10.10. Waiting lists (when applicable);

4.12.1.10.11. Reconciliation of eWIC cards;

4.12.1.10.12. Civil rights file to include documentation and resolution of all civil rights complaints;

4.12.1.10.13. Documentation of annual civil rights and voter registration training of all employees; and

4.12.1.10.14. Documentation of WIC Confidentiality and Conflict of Interest forms.

4.12.1.11. Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM.

4.12.1.12. Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented.

4.12.1.13. Prepare and submit individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM.

4.12.1.14. Local agencies not meeting their monthly participation level as outlined in Section H of this document shall prepare and submit monthly status reports of caseload countermeasures taken.

4.12.1.15. Prepare and submit Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year.

4.12.1.16. Prepare and submit WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter’s expenditures including the Final Closeout CER invoice respectively in accordance with the requirements in the WIC PPM.

4.12.1.17. Prepare and submit an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year.

4.12.1.18. Prepare and submit an annual evaluation on the Two (2) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year.

4.12.1.19. Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes.

4.12.1.20. Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation.

4.12.1.21. Prepare and submit all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

4.13. Additional Peer Counseling Administrative Services:

4.13.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS.

4.13.2. Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

4.14. Additional FMNP Administrative Services:

4.14.1. Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

5. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and / or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

5.1. Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

5.2. Prepare and submit individual electronic CER copies invoice for each program, not later than *thirty* (30) days following the end of each report month of the program year;

5.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's Quarterly CER not later than *thirty* (30) days following the end of each quarter report of the program year

5.4. Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;

5.5. WIC Local Agency 4th Quarterly Final Cost Summary matching the WIC Contractor's Final CER, not later than *forty-five (45)* days following the end of each Contract year;

5.6. Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

5.6.1. Request for Caseload to be served;

5.6.2. Request for budget and budget justification;

5.6.3. Updated Participant Nutrition Services and Training Plan for the following contract year and a evaluation of the previous year's activities;

5.6.4. Updated Outreach Plan of each contract year and a progress report of previous year’s activities; and

5.6.5. Any additional services and other documents specified.

5.7. All required responses to federal and state audits and reviews submitted in a timely manner

5.8. Additional Peer Counseling Deliverables:

5.8.1. Quarterly reports for the Peer Counseling Program to be submitted 15 days after each quarter of the Contract year.

6. Performance Standards And Awards

6.1. Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

6.2. If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

6.3. Local Agencies shall be eligible for one (1) or more of the following awards:

6.3.1. Any local agency which meets 100% or more of its caseload assignment for three (3) consecutive months during the previous 12 month period (April 1 through March 31) may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

6.3.2. Utilizing the “Nutrition Discussion Contact” report ran for the last 6 months preceding time of application (September through February), any Local Agency meeting 95% of its nutrition education documentation requirement for each participation time period may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

6.3.3. The agency with the highest percentage of IENs in the first quarter (Oct 1 through Dec 31) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

Assigned Caseload Cohort	Award Amount
Less than 2000	$5,000
2000 - 8000	$10,000
More than 8000	$15,000

6.3.4. Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

6.3.5. USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

7. State Provided Items

ADHS shall provide the following:

7.1. Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request.

7.2. Hardware and software necessary for operation of the WIC Computer Database System.

7.3. Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

7.4. FMNP Food Instrument stock and blank eWIC Cards.

7.5. Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment.

7.6. Nutrition Education Materials for participants.

7.7. Quarterly Report template (electronic) for Peer Counseling Program.

7.8. Technical assistance and support.

7.9. Breastfeeding material lending and library for Peer Counselor use.

7.10. Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.

7.11. *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

7.12. FMNP Participant Guides.

7.13. Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.

7.14. Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

7.15. Periodic redemption reports for issued benefits.

7.16. Formats for required reports.

8. Reference Documents

8.1. Arizona WIC Program Policies and Procedures Manual, refer to: http://azdhs.gov/azwic/local_agencies_policyManual.htm

8.2. Arizona FMNP Manual, refer to: http://azdhs.gov/documents/prevention/azwic/fmnp/fmnp-local-agency-manual.pdf

8.3. Guidance for Federal Grant Award Management (Blue Book): https://www.azdhs.gov/documents/prevention/womens-childrens-health/childrens-health/homevisiting/guidance- for-federal-grant-award-management.pdf

8.4. State of Arizona Accounting Manual (SAAM): https://gao.az.gov/publications/SAAM/

8.5. Federal Regulations: Refer to: https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5

8.6. 7 CFR 246.14: program costs

8.7. 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information

8.8. 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information

9. Notices, Correspondence, and Reports

9.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007
Attention: WIC Program Manager

9.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Contractor: _____

Attention: _____

Address: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Fax: _____

Email: _____

WIC Services

October 1, 2018 to September 30, 2019

Cost Reimbursement Line Item Budget

Account Classification	Amount
Personnel	$139,709.00
Employee Related Expenses	$66,878.00
Professional & Outside Services	$1.00
Travel Expense	$4,385.00
Occupancy Expenses	$1.00
Other Operating Expenses	$3,599.00
Capital Expenditures	$1.00
Indirect Cost	$1.00
RD Supplement	$62,550.00
Total	**$277,125.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	$27,244.00
Employee Related Expenses	$4,279.00
Professional & Outside Services	$1.00
Travel Expense	$1,462.00
Occupancy Expenses	$1.00
Other Operating Expenses	$3,830.00
Capital Expenditures	$1.00
Indirect Costs	$3,682.00
Total	**$40,500.00**

Farmer's Market Nutrition Program Services

March 1, 2019 to September 30, 2019

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.75	WIC Participant	AS NEEDED

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2019 is: 1,250

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

ARF-6202 **Regular Agenda Item 2. F.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted For:	Michael O'Driscoll, Director		
Submitted By:	Michael O'Driscoll, Director		
Department:	Health & Emergency Management	Division:	Health Services
Fiscal Year:	2020	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2020 - June 30, 2021	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Amendment No. 1 - APP Amendment No. 1 to Contract No. ADHS18-175354 with the Arizona Department of Health Services (ADHS) in the amount of $46,172 to continue Smoke-Free services for the residents and businesses of Gila County.

Background Information

In November 2006, voters approved Proposition 201 now known as the Smoke-Free Arizona Act - A.R.S. 36-601.01, which prohibits smoking in most enclosed public places and places of employment with a few exceptions. The original contract started in May 2007, and the project title is called "Prop 201 Smoke-Free Arizona." This is an annual contract based on a tobacco tax that was part of Proposition 201 to fund its enforcement. The services initially were provided under Contract No. ADHS12-022009. The contract number then changed to Contract No. ADHS17-17368 at the time the contract was renewed for the term beginning on July 1, 2017, through June 30, 2022.

The ADHS has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative, the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the Local County Health Departments. The Local County Health Department shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communication directly received from the public.

During the Board of Supervisors' August 21, 2017, meeting, Contract No. ADHS17-171368 was approved; however, once the contract was sent to ADHS procurement for approval, the County was notified of a mistake with regard to the contract number, so Amendment No. 1 was issued to correct that error. Amendment No. 1 changes the contract number to ADHS18-175354.

Contract No ADHS18-175354 Amendment No. 1 APP Amendment No. 1 is a one-year renewal for $46,172 to continue Smoke-Free Arizona Act services for the residents and

businesses of Gila County.

Evaluation

The Arizona Department of Health Services has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative, the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the Local County Health Departments. This agreement requires the Gila County Health & Emergency Management Department to provide an education component, and respond to written, on-line, and telephone Smoke-Free complaints received from the public.

Conclusion

Approval of Contract No. ADHS18-175354 Amendment No. 1 - APP Amendment No. 1 in the amount of $46,172 will allow the Gila County Health and Emergency Management Department to continue Smoke-Free Arizona Act services for the residents and businesses of Gila County.

Recommendation

The Health and Emergency Management Department Director recommends the Board's approval of Contract No. ADHS18-175354 Amendment No. 1 - APP Amendment No. 1 in the amount of $46,172 to continue Smoke-Free Arizona Act services for the residents and businesses of Gila County.

Suggested Motion

Information/Discussion/Action to approve Contract No. ADHS18-175354 Amendment No. 1 - APP - Amendment No. 1 in the amount of $46,172 to continue Smoke-Free Arizona Act services for the residents and businesses of Gila County. **(Michael O'Driscoll)**.

Attachments

Amendment No. 1 to Contract No. ADHS18-175354

ADHS17-171368 Amendment 1

AHDS17-171368 renewal

AHDS12-022009

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18th Avenue, Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS18-175354	**Amendment No.: 1** **APP Amendment No.: 1**	**Procurement Specialist:** Carlos Carranza Jr.

Prop 201 Smoke Free Arizona

Effective upon signature, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes, Subsection (6.1), Amendments, Purchase Orders and Change Orders, the Price Sheet of the Agreement is hereby revised and replaced by the Price Sheet of this Amendment One (1).

2. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes, Subsection (6.1), Amendments, Purchase Orders and Change Orders, the Special Terms and Conditions is revised to add the following:

22. Authorization for Provision of Services:

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract. (**continued on next page)**

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Gila County Health Department **Contractor Name**	**CONTRACTOR SIGNATURE** **Contractor Authorized Signature**
1400 E. Ash Street **Address**	**Printed Name**
Globe ARIZONA 85501 **City State Zip**	**Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature Date**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this _____ day of _____** **20_____**
Printed Name	**Procurement Officer**
Contract No.ADHS18-175354, 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 proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General Printed Name:	

NEW Price Sheet/Fee Schedule

Effective July 1, 2020

Type of Unit	**Unit Rate**
Budget Period: 7/1 – 6/30	
Education and Compliance Activities of Food Establishments Under Permit in Gila County	$30.00 Per Visit
Education and Compliance Activities of Public Places and Places of Employment Located in Gila County	$130.00 Per Visit
Estimated quarterly amount	**$11,543.00**
Not to exceed Annual Total	**$46,172.00**

Note: If the contractor has unused funds from the previous quarters, the contractor shall carry forward the funds to the following quarters, up to the term of the budget period.

All expenses are inclusive of any travel and travel related expenses.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 N. 18th Avenue, Suite 260 Phoenix, Arizona 85007 **(602) 542-1040** **(602) 542-1741 FAX**
	Contract No.: **ADHS17-171368** — Amendment No.: 1	Procurement Officer: **Delilah Gonzalez**

Prop 201 Smoke Free Arizona

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Contract **ADHS17-171368** (old contract) is changed to new contract number **ADHS18-175354**. The assignment of new Contract number is the result of a technical problem in ProcureAZ that will not allow FY 17 Contract numbers to be used.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Contractor Name: **GILA COUNTY HEALTH DEPARTMENT**	Authorized Signature
1400 E. ASH ST.	.
Address:	Print Name
GLOBE **ARIZONA** **85501** City State Zip	Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona
Signature Date	Signed this _____ day of _____ 20__.
Print Name Title	Procurement Officer
Attorney General Contract No.: **P0012014000078**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	RESERVED FOR USE BY THE SECRETARY OF STATE
Signature Date Assistant Attorney General	
Print Name Title	

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS17-171368

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: **Prop 201 Smoke Free Arizona**

Begin Date: **July 01, 2017**

Geographic Service Area: **Gila County**

Termination Date: **June 30, 2022**

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

X	**Counties:**	**A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
	Indian Tribes:	**A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
	School Districts:	**A.R.S. §§ 11-951, 11-952, and 15-342.**
	City of Phoenix:	**Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
	City of Tempe:	**Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: **Gila County Health Department**
Address: **1400 E. Ash St.**
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

E-mail: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Tommie C Martin

Signature of Person Authorized to Sign — Date

Tommie C. Martin — 8/22/17

Print Name and Title

Chairman, Board of Supervisors'

This Contract shall henceforth be referred to as Contract

No. **ADHS17-171368** The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ **day of** _____, **201**__

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Jefferson Dalton 8-21-17

Signature of Person Authorized to Sign — Date

Jefferson R. Dalton

Print Name and Title

Deputy Gila County Attorney

Attorney General Contract, No. P0012014000078, 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.

The Attorney General, BY:

Signature — **Date**

Assistant Attorney General:

1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

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

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

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

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"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.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"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 this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. Contract Type.

This Contract shall be:

__X__ Cost Reimbursement

3. Contract Interpretation.

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. 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.

3.3. 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:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4. 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.

4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("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 and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10. Property of the State.

4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. 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.

4.12. 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.

5. Costs and Payments

5.1. 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 Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

5.4.1. *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 taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification*. The 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 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.

5.4.3. *I.R.S. W9 Form*. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. Contract Changes

6.1. Amendments, Purchase Orders and Change Orders. 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, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments 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.

7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.

7.2. Mutual Indemnification. 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.

7.3. Force Majeure.

7.3.1. *Liability and Definition*. 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. *Exclusions*. Force Majeure shall not include the following occurrences:

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

7.3.2.2. 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

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

7.3.3. *Notice*. 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 the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default*. 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.

7.4. 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 for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

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

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

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

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. 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.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 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.

8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1. 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.

9.2. Stop Work Order.

9.2.1. *Terms.* 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 a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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.

9.2.2. *Cancellation or Expiration.* 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.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1. 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.

10.2. 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, securing the Contract or an Amendment to the Contract, or receiving 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.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 260, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or

subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at https://www.fsrs.gov/

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at http://www.whitehouse.gov/omb/open. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding $30,000.00 during the term of the Award.

21. Contracting; Procurement; Investment; Prohibitions

21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

1. Background

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County delegation authority.

2. Objective

Provide education and compliance activities in accordance with the Act.

3. Scope of Service

The CHD shall:

3.1. Educate public places, places of employment, and citizens within their jurisdiction with respect to the Smoke-Free Arizona Act;

3.2. Determine compliance with the Act through inspections and investigations;

3.3. Identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112;

3.4. Provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as Delegation Agreement;

3.5. Provide services within the budget period for this Agreement which is the State Fiscal Year (SFY) of July 1, through June 30, of each year.

4. Tasks

The CHD shall:

4.1. Provide educational information about the Act to public places, places of employment, and citizens of the County;

4.2. Document and maintain records of:

4.2.1. The educational activities by the number of presentations, number of participants, number of consultations and counseling provided, and the number of media contacts;

4.2.2. The Act compliance inspections/verifications;

4.2.3. The number of complaints received and the category of the complaint as outlined in the Delegation Agreement;

4.2.4. The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement;

4.3. Track complaints using the smokefreearizona.org complaint tracking system.

4.4. Investigate all complaints by inspection or written notice.

4.5. Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS.

4.6. Forward all documentation of complaint inspections and investigations with any findings, recommendations, etc., for ADHS to evaluate and consider for enforcement actions.

4.7. Prepare and submit:

4.7.1. Contractor's Expenditure Report (CER) quarterly (form to be provided by ADHS); and

4.7.2. A backup report detailing the expenditures listed on the CER.

4.8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each year starting May 1 of each year;

4.9. Ensure that inspectors, health educators, and supervisors performing education and compliance activities attend the Smoke-Free Arizona annual training provided by ADHS at least once a year.

5. Unobligated/Unexpended Funds

5.1. Any funds provided to the CHD and determined to be unearned and remaining after the SFY budget period, shall be returned to the ADHS in accordance with A.R.S. § 36-601.01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose";

5.2. The CHD shall within sixty (60) days after the end of SFY budget period:

5.2.1. Provide a complete accounting of all expended funds and any outstanding obligations;

5.2.2. Return the unobligated/unexpended balance to ADHS, if applicable;

5.2.3. Return monies collected from fees and fines in a separate payment from the unobligated/unexpended balance.

5.3. The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

6. State Provided Items

ADHS shall provide:

6.1. Smokefreearizona.org website, which provides:

6.1.1. Information, including signs, brochures for download; and

6.1.2. Electronic submission of complaints.

6.2. Smoke-Free Arizona signs ("No Smoking") to be used for:

6.2.1. Businesses and public places;

6.2.2. Restaurants and bars; and

6.2.3. Vehicles used for business purposes.

6.3. Informational brochures for:

6.3.1. The general public;

6.3.2. Businesses, restaurants, and bars.

6.4. Smoke-Free Arizona annual training for all County staff performing education and compliance activities. Training classes will be provided in the Phoenix metro area or online.

7. Reference Documents

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through R9-2-112. The rules have been published by the Secretary of State (SOS) and are available on the SOS website.

8. Deliverables

The CHD shall submit:

8.1. A quarterly CER (format provided by ADHS). The CER shall be on the State Fiscal Year of July 1, through June 30, of each year;

8.2. An annual report summarizing all programmatic activities from May 1, through April 30, of each year. The report shall be submitted to ADHS by May 10, each year.

9. Notices, Correspondence, and Reports

9.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Smoke-Free Arizona Program
Arizona Department of Health Services
150 N 18th Ave Ste 140
Phoenix, AZ 85007
Phone: 602-364-3142
Fax: 602-364-3146

9.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Gila County Division of Health & Emergency Services
5515 South Apache Ave., Suite 100
Mailing Address: 1400 East Ash
Globe, AZ 85501
Phone: 928-402-8767
Fax: 928-425-0794

Price Sheet/Fee Schedule

Type of Unit	Unit Rate
Budget Periods: 7/1 – 6/30	
Education and Compliance Activities of Food Establishments Under Permit in Gila County	$30.00 Per Visit
Education and Compliance Activities of Public Places and Places of Employment Located in Gila County	$130.00 Per Visit
Not to exceed Annual Total	**$48,602.00**

Note: All expenses are included inclusive of any travel and travel related expenses.

Arizona Department of Health Services

Division of Planning and Operations
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

July 13, 2012

Gila County Health & Emergency Services
Attn: Michael O'Driscoll
1400 East Ash Street
Globe, AZ 85501

RE: Contract No. ADHS12-022009
Prop 201 Smoke Free Arizona

Dear Mr. O'Driscoll:

Enclosed is a copy of the executed Contract referenced above. Please retain this copy for your files.

If you have any questions please contact me at (602) 542-2934.

Sincerely,

Cindy Sullivan
Procurement Specialist

Enclosure

CC: Contract File

RECEIVED
7/30/12
Division of Health and Emergency Services
Fiscal Accounting

RECEIVED

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-022009

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Prop 201 Smoke Free Arizona **Begin Date:** 7/01/12

Geographic Service Area: Gila County **Termination Date:** 6/30/17

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951. 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Health Department

Address: 1400 East Ash

Globe. AZ 85501

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement

6/5/12

Signature of Person Authorized to Sign Date

Tommie Martin, Chairman

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS12-022009 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this 10 day of July, 2012

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952. the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

6-5-2012

Signature of Person Authorized to Sign Date

Bryan B. Chambers, Chief Deputy County Atty

Print Name and Title

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012012000033, 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.

The Attorney General, BY:

7-6-12

Signature Date

Assistant Attorney General: Jordan T. Ellel

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

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

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

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

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"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.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"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 this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

12 JUL -3 PM 3:53
ADHS PROCUREMENT OFFICE

2. **Contract Type.**

This Contract shall be:

X___ Cost Reimbursement

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 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.

3.3 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:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 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.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("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 and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 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.

4 12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 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.

5. **Costs and Payments**

5.1 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 Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes

5.4.1 *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 taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification*. The 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 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.

5.4.3 *I.R.S. W9 Form*. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. 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, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract

6.3 Assignments 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

7. **Risk and Liability**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.

7.2 Mutual Indemnification. 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.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, 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 performance of the Contract or use by the State of materials furnished by 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.

7.4 Force Majeure.

7.4.1 *Liability and Definition*. 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions*. Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 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

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

7.4.3 *Notice*. 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 the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default*. 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

7.5 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 for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

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

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

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

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 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.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 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.

8.5.2 *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 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.

9.2 Stop Work Order.

9.2.1 *Terms.* 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 a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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.

9.2.2 *Cancellation or Expiration.* 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

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

10.1 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.

10.2 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, securing the Contract or an Amendment to the Contract, or receiving 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.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

    15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

    15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

    If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. Background

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County delegation authority.

B. Objective

Provide education and compliance activities in accordance with the Act.

C. Scope of Work

The CHD shall:

1. Educate public places, places of employment, and citizens within their jurisdiction with respect to the Smoke-Free Arizona Act.

2. Determine compliance with the Act through inspections and investigations.

3. Identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112.

4. Provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as Delegation Agreement.

5. Provide services within the budget period for this Agreement which is the State Fiscal Year (SFY) of July 1, through June 30, of each year.

D. Tasks

The CHD shall:

1. Provide educational information about the Act to public places, places of employment, and citizens of the County.

2. Document and maintain records of:

   2.1 The educational activities by the number of presentations, number of participants, number of consultations and counseling provided, and the number of media contacts;

   2.2 The Act compliance inspections/verifications;

   2.3 The number of complaints received and the category of the complaint as outlined in the Delegation Agreement;

   2.4 The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement;

3. Track complaints using the smokefreearizona.org complaint tracking system.

4. Investigate all complaints by inspection or written notice

5. Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS.

6. Forward all documentation of complaint inspections and investigations with any findings, recommendations, etc., for ADHS to evaluate and consider for enforcement actions.

7. Prepare and submit:

   7.1 Contractor's Expenditure Report (CER) quarterly (form to be provided by ADHS); and

   7.2 A backup report detailing the expenditures listed on the CER.

8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each year starting May 1 of each year.

9. Ensure that inspectors, health educators, and supervisors performing education and compliance activities attend the Smoke-Free Arizona annual training provided by ADHS at least once a year.

E. Unobligated/Unexpended Funds

1. Any funds provided to the CHD and determined to be unearned and remaining after the SFY budget period, shall be returned to the ADHS in accordance with A.R.S. § 36-601.01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose".

2 The CHD shall within sixty (60) days after the end of SFY budget period:

   2.1 Provide a complete accounting of all expended funds and any outstanding obligations;

   2.2 Return the unobligated/unexpended balance to ADHS, if applicable;

   2.3 Return monies collected from fees and fines in a separate payment from the unobligated/unexpended balance.

3. The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

F. State Provided Items

ADHS shall provide:

1. Smokefreearizona.org website, which provides:

   1.1 Information, including signs, brochures for download; and

   1.2 Electronic submission of complaints.

2. Smoke-Free Arizona signs ("No Smoking") to be used for:

   2.1 Businesses and public places;

   2.2 Restaurants and bars; and

   2.3 Vehicles used for business purposes.

3. Informational brochures for:

3.1 The general public;

3.2 Businesses, restaurants, and bars

4 Smoke-Free Arizona annual training for all County staff performing education and compliance activities Training classes will be provided in the Phoenix metro area or electronically.

G. Reference Documents

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through R9-2-112. The rules have been published by the Secretary of State (SOS) and are available on the SOS website.

H. Deliverables

The CHD shall submit:

1. A quarterly CER (format provided by ADHS). The CER shall be on the State Fiscal Year of July 1, through June 30, of each year.

2. An annual report summarizing all programmatic activities from May 1, through April 30, of each year The report shall be submitted to ADHS by May 10, each year.

I. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the CHD to ADHS shall be sent to:

   Smoke-Free Arizona Program
   Arizona Department of Health Services
   150 N 18th Ave Ste 130
   Phoenix, AZ 85007
   Phone: 602-364-3449
   Fax: 602-364-3146

2. Notices, Correspondence and Payments from the ADHS to the CHD shall be sent to:

   Gila County Division of Health & Emergency Services
   5515 South Apache Ave., Suite 100
   Mailing Address: 1400 East Ash
   Globe, Arizona 85501
   928-402-8767 phone
   928-425-0794 fax

PRICE SHEET/FEE SCHEDULE

Type of Unit	Unit Rate
Budget Periods: 7/1 – 6/30	
Education and Compliance Activities	$51,160.00
Estimated quarterly amount	**$12,790.00**
Not to exceed Annual Total	**$51,160.00**

Note: If the CHD has unused funds from the previous quarters, the CHD shall carry forward the funds to the following quarters, up to the term of the budget period.

All expenses are included inclusive of any travel and travel related expenses.

Authorization for Provision of Services: Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of funds authorized. The CHD shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Agreement.

GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-6205 **Regular Agenda Item 2. G.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted For:	Sarah White, Chief Administrative Officer		
Submitted By:	Stephanie Chaidez, Purchasing Agent & Credit Card Administrator		
Department:	Finance		
Fiscal Year:	2021	Budgeted?:	Yes
Contract Dates Begin & End:	9/1/2020 to 8/31/2021	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Award Contract No. 050420-*Pharmacy Services for Gila County Detention Medical*

Background Information

At the June 2, 2020, Board of Supervisors' Regular Meeting, the Board approved a Request to Advertise a Request for Proposals (RFP) entitled Pharmacy Services for Gila County Detention Medical.

The Gila County Sheriff's Office medical unit provides medical services for those individuals incarcerated in Gila County at the Globe and Payson facilities. The medical units are comprised of a Physician, four (4) Registered Nurses, one (1) LPN, and an Inmate Mental/Behavioral Health Coordinator. When needed, and at the direction of the licensed Physician, the medical staff is required to provide prescription and over-the-counter medication.

RFP No. 050420- *Pharmacy Services for Gila County Detention Medical* was advertised in the Arizona Silver Belt newspaper on June 10, 2020, and June 17, 2020, with a bid due date of July 1, 2020.

Two bids were received. Bid responses were opened on July 1, 2020, at 2:00 P.M., and evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding.

Diamond Pharmacy and Westwood pharmacy were the two vendors who submitted bids to provide pharmacy services for Gila County Detention Medical. Both vendors have comparable experience in the correction/detention industry. Both provide medication sealed in individual blister packaging. Westwood Pharmacy allows returns and refunds of unused medication at no cost while Diamond charges a fee for returns. In regard to medication cost, Westwood pharmacy showed a savings of $1,783.24 over Diamond pharmacy in a head to head comparison of the same medications. Please see the attached medication price comparison completed during the evaluation of the two bidders.

Evaluation

The Gila County Sheriff's Office would like to establish a contract with a pharmacy to provide prescription and over-the-counter medications to streamline the process for purchasing and ordering medication. The term of the initial contract states September 1, 2020, through August 31, 2021. The initial contract term shall commence on the date of Board of Supervisors' approval and shall remain in effect from the date of approval; however, the County shall have the option to renew the contract for three additional one-year periods.

RFP No. 050420-*Pharmacy Services for Gila County Detention Medical* was advertised in the Arizona Silver Belt, the County approved newspaper. It was also emailed out to six vendors (see attached Plan Holders List) and posted on the County website. Two bids were received.

Conclusion

The Gila County Sheriff's Office would like to establish a contract with Westwood Pharmacy to provide prescription and over-the-counter medications in order to streamline the process for purchasing and ordering medication. Contracting with Westwood Pharmacy will also provide considerable savings to the County in regards to overall medication cost and the ability to return unused medication for a refund.

Recommendation

It is the recommendation of the Chief Administrative Officer and Finance Department Director that the Board of Supervisors award a contract to Westwood Pharmacy in response to RFP No. 050420-Pharmacy Services for Gila County Detention Medical. Westwood Pharmacy was the low bidder on RFP No. 050420.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Proposals No. 050420-*Pharmacy Services for Gila County Detention Medical*; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the awarded contract for the winning bid. **(Mary Springer/Sarah White)**

Attachments

RFP No. 050420-Pharmacy Services for Gila County Detention Medical

Plan Holder List

Addendum 1

Addendum 2

MED LIST PHARMACY COMPARISON 7 14 2020

Contract No. 050420-Westwood Pharmacy

Diamond Pharmacy - Sealed Bid

GILA COUNTY

REQUEST FOR PROPOSALS NO. 050420

PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Woody Cline, Chairman
Tommie C. Martin, Member
Tim Humphrey, Member

COUNTY MANAGER
James Menlove

GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 050420
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors for the provision of prescription and over-the counter medication for jail inmates.

SUBMITTAL DUE DATE: 2:00 PM, MST, July 1, 2020

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department Copper Building Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered**. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the Request for Sealed Proposals forms included in this RFP No. 050420 package, and shall include all applicable taxes.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-8897 or by clicking on the link:
http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Stephanie Chaidez, Purchasing Agent, at schaidez@gilacountyaz.gov, 928-402-8897.

The Board of Supervisors reserves the right to reject all proposals, or any bid proposal which is non-compliant, or to waive any informality in the bid proposals, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **June 10, 2020 and June 17, 2020**

Signed:_____ Date: _____/_____/_____
Woody Cline, Chairman of the Board of Supervisors

Signed: _____ Date: _____/_____/_____
The Gila County Attorney's Office

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INTENT

REQUEST FOR PROPOSAL FOR: **Pharmacy Services for Gila County Detention Medical**

INTENT**:**

The purpose of this request is to establish a contract with a pharmacy to provide prescription and over-the-counter medications; and to streamline the process for purchasing and ordering medication.

SCOPE OF WORK:

The Contractor shall:

- Contractor must provide service for essential medications 24 hours a day, 7 days a week. This includes weekends, holidays and after hours.
- Contractor must have an emergency notification system, must be available after hours, and must return calls within one hour to either the Jail or the local hospital Emergency Department for medication orders for jail inmates.
- Orders placed by phone/fax/internet must be ready for delivery and available within a minimum of four hours from the time the order is placed if medically indicated. Contractor will deliver, or arrange delivery of, all medications to Gila County Jail.
- An occasional emergency response time of 1 hour from order may be required.
- Orders for medications where the next administered dose is to occur the next day may be delivered the following morning.
- Contractor will label all medications in accordance with Arizona State labeling laws, and in such a manner as to make clear to any persons exactly the method and manner in which the medication is to be administered. This may necessitate including both generic and brand names on medication labels.
- Contractor will use a unit dose system compatible with the Jail medication carts, without any modification of the carts or the medication packs. All prescriptions must be in unit dosage form, excepting those medications whose construction makes this impossible, or in those instances where specific instructions from a practitioner make unit dosage not possible. For some medications, liquid versions may be requested if they are available.
- Contractor will be required to either pick up or pay for return shipping, for any unused medications that are unit dose packaged. Contractor must provide the Jail health system with a credit for those medications still in their unbroken unit dose bubbles.
- Contractor will perform a quarterly pharmaceutical inspection at the Gila County Jail, either directly or via a contracted pharmacist, contracted by the bidder, and complete a written inspection review form. The areas of inspection shall include a minimum; appropriate storage of medications, including controlled medications and supplies, appropriate records to insure adequate control and accountability for medications, the presence or absence of outdated, discontinued or recalled medication, periodic reviews or stop dates of DEA-controlled or abusable drugs, review and appropriate use of a formulary, and the existence of appropriate policies and procedures for medications which are adequately followed. The inspection review form will be forwarded to, and retained by, the Jail Health Program Supervisor.
- Contractor will submit periodic reports to the Jail Administration, summarizing medication use by the Agency. The frequency and details included in the report will be by mutual agreement.

PROPOSAL FORMAT AND CONTENT

To be complete, a proposal should contain the following sections:

Cover letter

- A cover letter addressed to Gila County Finance, Address 1400 E. Ash St. Globe, AZ 85501. The letter must state the submitter's ability to comply with all the stipulations of the bid, and should point out the submitter's particular strengths and why the proposer should be chosen to provide the service needed.
- If there are areas in which the submitter cannot or may not comply, the letter must specify and explain.
- The letter must be signed by a person legally able to commit the vendor or practice. The letter must include the submitter's mailing address and telephone number.

Scope of Work Continued…

SELECTION CRITERIA:
The selection process will be based on the following criteria:

- Professional qualifications and experience.
- Delivery services offered.
- Meeting of minimum status qualifications.
- Weekend, holiday and after hours services offered, including satisfactory notification system.
- Projected cost.

MINIMUM STATUS QUALIFICATIONS

- Contractor must be licensed and in good standing to provide prescription service by the Arizona Pharmacy Board.
- Contractor will be required to supply proof of liability insurance in the minimum amount of $1 million per occurrence.
- Contractor must be judged by the county to have adequate experience, legal status, finance and credit, staff, and facility to be able to service the account satisfactorily. Gila County will be the sole judge of whether or not a bidder meets these prequalification conditions.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Stephanie Chaidez, Purchasing Agent, (928) 402-8897, schaidez@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.

B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Instructions to Bidders continued….

Addendum

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 P.M., Wednesday, June 24, 2020 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and all Forms shall be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound proposals are not permitted**. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

Instructions to Bidders continued….

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL", Proposal No., "050420", Date "July 1, 2020", and time "2:00 PM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice. Spiral bound proposals are not permitted.

General Conditions

1. Bid award will be made to the lowest or best bid, based on prescription cost, and fees bid, and the total pricing of the list of selected prescriptions. The successful bidder must offer all services and products requested for a single local source and supply for prescription medications for jail inmates.

2. During the contract period, no adjustments will be allowed in prescription fees.
3. Monthly adjustments in prescription prices may be allowed based on increases and decreases in the cost of drugs to the supplier. Provisions for price adjustment up or down from supplier pricing as of the award date, during the contract period, must be supplied in a bidder statement, accompanying the bid.
4. Adjustments must be based on price changes to supplier, be clearly documented, and be easily auditable by the County
5. Timely notice and documentation must be provided to the County.
6. Gila County reserves the right to negotiate an acceptable method of price adjustment prior to awarding the bid. The County also reserves the right to inspect relevant bidder documentation at the bidder's place of business prior to bid award and at any time during the contract period.
7. Pricing structure for medications is anticipated to be a combination of the lesser of the following:
    - State Medical Rate
    - Average Wholesale Price (AWP) minus an agreed upon percentage
    - Store Retail Sale Price
8. Fill fees for medications are anticipated to be the current HCFA and state medical rate.
9. Bidder will be willing and able to submit, whether electronically or via hard copy, medication claims for those inmates processing private insurance, or state or federal medical assistance. These claims will be submitted directly to the carrier.
10. The bidder will work with the Jail Health Program medical billing clerk to determine eligible offenders, and will bill the County only that portion of the medication cost not covered by the insurance or medical assistance carrier.
11. Invoices will be required to be itemized by name of patient and prescription number, and must show for each item the drug name, potency, unit quantity, and unit cost. Invoice must be able to be sorted by type of medication.
12. The County will require that the contractor be able to sort and print out a monthly invoice or report containing only those medications prescribed for mental health disorders.
13. Payments will be processed in accordance with Gila County's established policies and procedures. Invoices received prior to the first day of the month will be paid by the end of the month.
14. Credit will be given to the County for any unused medications still in unbroken bubbles in a blister pack.
15. During the contract period, if the supplier cannot supply services or products due to problems beyond their control, Gila County reserves the right to purchase elsewhere.
16. The term of the bid will be from when it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, and may be renewed for up to three (3) one-year terms, for a total of four (4) years, by mutual agreement of the parties.
17. Either party may withdraw from the agreement with or without cause by providing the other party with 90 days written notice.
18. The medical delivery system, including the medication delivery system, must conform to County standards for medical services provided in the Gila County code as set by state law, and with Arizona State law. The system must conform to the most recent edition of the *Standards for Medical Services in Jails*, developed by the National Commission on Correctional Health Care (NCCHC).

General Conditions continued…

19. The Contractor shall indemnify and hold harmless the Gila County Sheriff's Office and it's agents, servants or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of an intentional tort committed as a result of providing medication to the Gila County Jail. Conversely, the Gila County Sheriff's Office shall indemnify and hold harmless the Contractor and it's agents, servants, employees, from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the operation and maintenance of the Gila County Jail, including maintaining security, as well as acts performed by the contractor done in the course of providing medical care for Gila County.
20. Standing orders, rules, and regulations of the contractor relating to medical services are generally to established and implemented solely by the contractor. In areas that impact upon the security and general administration of the Gila County Jail, the Policies and Procedures of the contractor are subject to review and approval of the Gila County Sheriff's Office.

It is the intent of Gila County to award a contract to a qualified Contractor for the Pharmacy Services for Gila County Detention Medical.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.

5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued…

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 24 through 33.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and, or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Award Agreement continued…

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

   1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or

   2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

Contract Award Agreement continued…

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

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 the Contractor will be responsible for primary loss investigation, defense and judgment costs.

Israel Boycott Certification Clause

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

Contract Award Agreement continued…

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

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".**

Contract Award Agreement continued…

2. **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.

3. **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

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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona 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 Contractor from potential insurer insolvency.

Contract Award Agreement continued…

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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project or 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose
It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

1.1 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.3 Contractor shall review its Proposal submission to assure the following requirements are met.

1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
1.3.2 Qualification and Certification Form (page 23-24)
1.3.3 Price Sheet (page 25)
1.3.4 References List (page 26)
1.3.5 No Collusion Certification (page 27)
1.3.6 Certification Regarding Debarment (page 28)
1.3.7 Intentions Concerning Subcontracting (page 29)
1.3.8 Legal Arizona Workers Act Compliance (page 30)
1.3.9 Checklist & Addenda Acknowledgment (page 31)
1.3.10 Offer Page (page 32)
1.3.11 Acceptance of Offer (page 33)

Minimum Specifications continued….

SECTION 2.0

Drug Price List

2.1 This list is based upon the Preferred Drug Formulary used by the Gila County Jail and represents medications commonly prescribed for Gila County Jail inmates. There is an average of 55 prescriptions filled per month.

2.2 The quantities and types of medications listed in the bid represent Gila County's estimated requirements. Gila County will be neither obligated by, nor restricted to, the quantity and types of medications listed. The list is provided for bidding purposes only. Gila County reserves the right to update the formulary as medical needs dictate.

2.3 All drugs provided shall meet or exceed standard pharmaceutical quality specifications for prescription drugs and medications. Any brands specified in this bid are solely for the purpose of indicating the standard of quality and performance for the intended use.

2.4 The County desires the generic form of any drug ordered whenever possible, even when the order is by brand. However, generic brands supplied must be recognized within the industry as standard.

2.5 Bidders are requested to provide pricing for this list, based on their pricing as of January 1, 2020. Pricing is to include the pharmacy's cost, the prescription fee, and the total proposed cost to the County for each drug listed. The prescription quoted for each drug is to include all charges to the County over and above the cost of the drug or medication to the supplier. This fee shall be full compensation for the service provided, including all labor, packaging, delivery, tax (except as noted below), overhead, profit margin, and all other costs whatsoever in any way related to the providing of this service to the County.

2.6 The Pharmacy Prescription fees quoted will remain unchanged through December 31, 2020. The price of each prescription to the county is to be comprised of cost, plus fees, plus applicable taxes. Upon receipt of a valid invoice, Gila County will pay State Sales Tax as required. For bidding purposes, however, do not include Arizona State Sales Tax in price quoted.

2.7 For bid comparison purposes, potency, unit, and quantity per prescription must be as listed. If changing any of these factors for any item, bidder must plainly indicated on the bid form.

2.8 For purposes of bid evaluation, item on this list which are not bid will be penalized by adding 10% to the highest bid on the like item, and adding that amount to the non-responsive bidders' total.

SECTION 3.0

Proposal Pricing & Term

3.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

3.2 The term of the contract shall commence on _____, 202__ and shall remain in effect for one year from the date of award. The County shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

3.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

SECTION 4.0

Evaluation of Proposal and Negotiations

4.1 The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Request for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Request for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   _____
   _____
   _____

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractor.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. Gila County reserves the right to request additional information.

Qualification & Certification continued….

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** _____
(If Applicable)

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL.

Contractor Name: _____ Phone No.: _____

	COSTS
Annual Rate ***(Contractor shall be paid per monthly expenditure report. Monthly expenditure report to be submitted to Gila County by the 15th of the following month)***	**$ _____**
TOTAL COST	**$ _____**

****All applicable taxes shall be included in proposed amount.**

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

2. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

3. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is _____
(Title)

Of _____ and
(Name of Business)

That he or she is submitting a proposal on **PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL, RFP NO. 050420** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2020.

_____ My Commission expires: _____
Notary Public

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Typed Name and Title of Authorized Representative

_____

Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached.

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL,** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES**, it is my intention to subcontract a portion of the work.

☐ **NO**, it is not my intention to subcontract a portion of the work.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

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 delivery of services.

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.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION FORM	_____
CERTIFICATION REGARDING DEBARMENT	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2020

_____
Contractor:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before July 1, 2020, by 2:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

Contractor Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 050420 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 050420**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2020.

GILA COUNTY BOARD OF SUPERVISORS:

_____

Woody Cline, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____

The Gila County Attorney's Office

CONTRACTOR:

_____

Authorized Signature

_____

Print Name

GILA COUNTY

Due Date: 7/1/2020

Title Pharmacy Services for Gila County
Detention Medical

PLAN HOLDER LIST

050420

06-18-2020 Issued Addendum No. 1
06-22-2020 Issued Addendum No. 2

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
CVS Pharmacy	meganlane.mw@gmail.com	928-425-5777	Megan	6/9/2020	RFP	
Fry's Pharmacy	joseph.hooker@store.frysfood.com	928-425-8165	Joseph Hooker	6/9/2020	RFP	
Walmart Pharmacy	tandpms2003@gmail.com	928-425-7662	Vinny Tandon	6/9/2020	RFP	
Moore Medical	bidquote@mooremedical.com	800-234-1464		6/9/2020	RFP	
Westwood Pharmacy	hunter.hoggatt@westwoodpharmacy.com	804-519-3383	Hunter Hoggatt	6/9/2020	RFP	
Diamond Pharmacy	dhughes@diamondpharmacy.com	800-882-6337	D. Hughes	6/9/2020	RFP	

GILA COUNTY
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL
INVITATION FOR BID NO. 050420

ADDENDUM #1:
DATE: 6/17/2020

CLARIFICATIONS:

1. ***QUESTION:*** The RFP calls for delivery of items within four hours of order, thereby essentially eliminating national competition that can provide a vast amount of services at a much lower cost than a local provider. Is the intent to only award to a local provider?
   ANSWER: The delivery within four hours was for local vendors. For national vendors we would expect to get them the next day via UPS or FED EX. Of course, those meds ordered after cut off time would be the day after. No, the intent is not to award to a local provider.

2. ***QUESTION:*** Can you please share with me the name of the current vendor and how long they have had this contract? Is there an average monthly expenditure over the last contract period?
   ANSWER: For current contract information, please submit a Public Record's Request by going on the Gila County website at gilacountyaz.gov.

3. ***QUESTION:*** It states there is a drug list to price out but I do not see a list attached to the RFP. Can this list be added as an addendum?
   ANSWER: Please see attachment "A"

MEDICATION	STRENGTH	QUANITY
ABILIFY MAINTENA	400 MG INJECTION	EACH
ACETAMINOPHEN	500 MG	60
ACETAMINOPHEN	325 MG	60
ACYCLOVIR	400 MG	90
ALBUTEROL SUL HFA	90 MCG	EACH
ALENDRONATE SODIUM	35 MG	4
ALLOPURINOL	100 MG	60
ALOGLIPTIN BENZOATE	25 MG	30
AMIODARONE HCL	200 MG	60
AMITRIPTYLINE HCL	150 MG	30
AMLODIPINE BESYLATE	10 MG	30
AMLODIPINE BESYLATE	5 MG	30
ARIPIPRAZOLE	30 MG	30
ARIPIPRAZOLE	15 MG	30
ARIPIPRAZOLE	5 MG	30
ARIPIPRAZOLE	20 MG	30
ARIPIPRAZOLE	10 MG	30
ASPIRIN ADULT LOW STRENGTH	81 MG	30
ATENOLOL	25 MG	60
ATENOLOL	50 MG	30
ATENOLOL	100 MG	30
ATOMOXETINE	80 MG	30
ATOMOXETINE HCL	40 MG	30
ATORVASTATIN CALCIUM	20 MG	30
ATORVASTATIN CALCIUM	10 MG	30
ATORVASTATIN CALCIUM	80 MG	30
ATORVASTATIN CALCIUM	40 MG	30
ATRIPLA		30
ATROVENT HFA	17 MCG	EACH
BACLOFEN	10 MG	0
BACLOFEN	20 MG	60
BANOPHEN	25 MG	60
BENZTROPINE MESYLATE	2 MG	60
BENZTROPINE MESYLATE	1 MG	60
BUMEANIDE	0.5 MG	30
BUPROPION HCL ER (SR)	150 MG	30
BUPROPION HCL ER (SR)	200 MG	30
BUPROPION HCL ER (XL)	300 MG	30
BUPROPION XL	150 MG	30
BUSPIRONE	15 MG	90
BUSPIRONE	10 MG	90
BUSPIRONE HCL	30 MG	60
CALCIUM CARB	1250 MG	30
CARBAMAZEPINE	200 MG	60
CARVEDILOL	6.25 MG	60
CARVEDILOL	25 MG	60

CARVEDILOL	3.125 MG	60
CETIRIZINE	10 MG	30
CHLORTHALIDONE	50 MG	30
CHLORTHALIDONE	25MG	30
CHOLESTYRAMINE PACKET		60
CIPROFLOXACIN HCL	500 MG	30
CIPROFLOXACIN OTIC	0.20%	EACH
CITALOPRAM HYDROBROMIDE	40 MG	30
CITALOPRAM HYDROBROMIDE	10 MG	30
CLONIDINE HCL	0.1 MG	60
CLONIDINE HCL	0.2 MG	60
CLOPIDOGREL BISULFATE	75 MG	30
CLOTRIMAZOLE CREAM	1%	EACH
COLACE	50 MG	30
DIGITEK	0.25 MG	30
DIGOXIN	0.125 MG	30
DILTIAZEM ER	180 MG	60
DILTIAZEM ER	240 MG	30
DILT-XR	120 MG	60
DIPHENHYDRAMINE	50 MG	60
DIPHENHYDRAMINE	25 MG	90
DIVALPROEX SODIUM DR	250 MG	60
DIVALPROEX SODIUM DR	500 MG	60
DIVALPROEX SODIUM ER	500 MG	60
DOCUSATE CAL	240 MG	30
DOXYCLCLINE HYCLATE	100 MG	30
DULOLOX	100 MG	30
DULOXETINE	60 MG	60
DULOXETINE HCL	30 MG	30
ELIQUIS	5 MG	30
ERYTHROMYCIN OPTH	0.50%	EACH
ESCITALOPRAM OXALATE	10 MG	30
ESCITALOPRAM OXALATE	20 MG	30
ESCITALOPRAM OXALATE	5 MG	30
ESOMEPRAZOLE	40 MG	30
ESOMEPRAZOLE	20 MG	30
FAMOTIDINE	20 MG	60
FENOFIBRATE MICRONIZED	67 MG	30
FERROUS SULFATE	325 MG	30
FLOVENT HFA	110 MCG	EACH
FLUOXETINE HCL	20 MG	30
FLUOXETINE HCL	40 MG	30
FLUOXETINE HCL	10 MG	30
FLUPHENAZINE HCL	2.5 MG	30
FLUPHENAZINE HCL	5 MG	30
FLUPHENAZINE HCL	10 MG	30
FLUTICASONE/SALM DISKUS	250/50	EACH

FOLIC ACID	1 MG	30
FUROSEMIDE	40 MG	30
FUROSIMIDE	20 MG	30
GABAPENTIN	600 MG	60
GABAPENTIN	300 MG	60
GABAPENTIN	100 MG	60
GEMFIBROZIL	600 MG	60
GENVOYA		30
GLIPIZIDE	10 MG	60
GLIPIZIDE	5 MG	60
GUAIFENESIN	200 MG	60
GUANFACINE ER	1MG	30
HALOPERIDOL	5 MG	30
HALOPERIDOL	10 MG	30
HALOPERIDOL DECONATE	50 MG/ML	EACH
HUMALOG	100/ML	EACH
HUMULIN N	U-500	EACH
HYDROCHLOROTHIAZIDE	25 MG	30
HYDROCORTIZONE CREAM	1%	EACH
HYDROXYZINE HCL	25 MG	60
HYDROXYZINE HCL	50 MG	60
HYDROXYZINE PAMOATE	25 MG	30
HYDROXYZINE PAMOATE	50 MG	30
IBUUPROFEN	200 MG	60
IBUUPROFEN	400 MG	60
IBUUPROFEN	600 MG	60
IBUUPROFEN	800 MG	60
INVEGA SUST	156 MG/ML INJECTION	EACH
INVEGA SUST	234 MG/1.5 ML INJECTION	EACH
JANUVIA	100 MG	30
KETOCONAZOLE SHAMPOO	2%	EACH
K-TAB	8 MEQ	30
LACTULOSE SOLUTION	10 GM/15	1
LAMOTRIGINE	25 MG	60
LAMOTRIGINE	100 MG	30
LAMOTRIGINE	200 MG	30
LAMOTRIGINE CHEW	25 MG	60
LAMOTRIGINE ER	50 MG	30
LANTUS	100/ML	EACH
LATUDA	40 MG	30
LATUDA	20 MG	30
LEVEMIR INSULIN		30
LEVETIRACETAM	500 MG	60
LEVETIRACETAM	750 MG	60
LEVETIRACETAM	1000 MG	60
LEVOTHYROXINE SODIUM	137 MCG	30
LEVOTHYROXINE SODIUM	25 MCG	30

LEVOTHYROXINE SODIUM	75 MCG	30
LEVOTHYROXINE SODIUM	100 MCG	30
LEVOTHYROXINE SODIUM	150 MCG	30
LIOTHYRONINE SODIUM	25 MCG	30
LISINOPRIL	20 MG	30
LISINOPRIL	40 MG	30
LISINOPRIL	2.5 MG	30
LISINOPRIL	5 MG	30
LISINOPRIL	30 MG	30
LISINOPRIL	10 MG	30
LISINOPRIL/HCTZ	10-12.5 MG	30
LITHIUM CARB	150 MG	60
LITHIUM CARB	300 MG	60
LITHIUM CARBONATE ER	300 MG	60
LOPERAMIDE HCL	2 MG	60
LORATADINE	10 MG	30
LOSARTAIN POTASSIUM/HCTZ	100/25	30
MELOXICAM	15 MG	30
MELOXICAM	7.5 MG	30
MEMANTINE HCL	5 MG	30
MEMANTINE HCL	10 MG	30
METFORMN HCL	500 MG	60
METFORMN HCL	1000 MG	60
METHOTREXATE	2.5 MG	30
METHYLPHENIDATE HCL	10 MG	30
METHYLPHENIDATE HCL	20 MG	30
METOPROLOL SUCCINATE ER	50 MG	30
METOPROLOL SUCCINATE ER	25 MG	30
METOPROLOL TARTRATE	25 MG	30
METOPROLOL TARTRATE	50 MG	30
MIRTAZAPINE	15 MG	30
MIRTAZAPINE	30 MG	30
MONTELUKAST SODIUM	10 MG	30
MOXIFLOXACIN EYE	0.50%	EACH
MULTIVITAMIN		30
MUPIROCIN OINT	2%	EACH
MYCOPHENOLATE MOFETIL	250 MG	60
NALTREXONE HCL	50 MG	30
NAPROXEN	500 MG	60
NAPROXEN	375 MG	30
NEOMYCIN-POLYMYXIN-HC	1%	EACH
NIZORAL A-D SHAMPOO	1%	EACH
NOVOLOG	100/ML	EACH
OLANZAPINE	7.5 MG	30
OLANZAPINE	5 MG	30
OLANZAPINE	10 MG	30
OLANZAPINE	20 MG	30

OLANZAPINE	2.5 MG	30
OMEPRAZOLE	20 MG	30
OMEPRAZOLE	40 MG	30
ONDANSETRON HCL	4 mg	30
ONDANSETRON HCL	8 MG	30
OXCARBAZEPINE	150	60
OXCARBAZEPINE	300 MG	60
OXCARBAZEPINE	600 MG	60
OXYBUTYNIN CHLORIDE	5 MG	60
OXYBUTYNIN ER	10 MG	30
PALIPERIDONE ER	6 MG	30
PANTOPRAZOLE	20 MG	30
PANTOPRAZOLE	40 MG	30
PAROXETINE	30 MG	30
PAROXETINE HCL	20 MG	30
PERPHENAZINE	4 MG	60
PHENYTOIN	100 MG	60
POTASSIUM CHLORIDE	20 MEQ	30
POTASSIUM CHLORIDE ER	10 MEQ	30
POTASSIUM CHLORIDE ER	20 MEQ	30
PRADAXA	150 MG	60
PRAVASTATIN SODIUM	40 MG	30
PRAZOSIN	1 MG	30
PRAZOSIN	2 MG	30
PREDNISOLONE ACETATE	1%	EACH
PREDNISONE	10 MG	30
PREDNISONE	5 MG	30
PRENATAL VITAMIN		30
PROPRANOLOL HCL	20 MG	60
PROPRANOLOL HCL	40 MG	60
PROPRANOLOL HCL	10 MG	60
PYRIDOXINE HCL	25 MG	30
QUETIAPINE FUMARATE	25 MG	60
QUETIAPINE FUMARATE	100 MG	30
QUETIAPINE FUMARATE	300 MG	30
QUETIAPINE FUMARATE	200 MG	60
QUETIAPINE FUMARATE	400 MG	30
QUETIAPINE FUMARATE	50 MG	30
QUINAPRIL HCL	40 MG	30
RISPERIDONE	2 MG	30
RISPERIDONE	0.5 MG	30
RISPERIDONE	1 MG	30
RISPERIDONE	3 MG	30
ROPINIROLE HCL	1 MG	30
SELENIUM SULFIDE LOTION	2.50%	EACH
SERTRALINE HCL	100 MG	30
SERTRALINE HCL	25 MG	30

SERTRALINE HCL	50 MG	30
SIMVASTATIN	5 MG	30
SIMVASTATIN	40 MG	30
SPIRIVA		30
SPIRONOLACTONE	25 MG	30
SPIRONOLACTONE	50 MG	30
SYMBICORT AER	80-4.5	EACH
TACROLIMUS	1 MG	60
TAMSULOSIN HCL	0.4MG	30
TERAZOSIN HCL	1 MG	30
THIOTHIXENE	5 MG	60
TOBREX OP OINT	0.30%	EACH
TOLAFTATE CREAM	1%	EACH
TOPIRAMATE	50 MG	60
TOPIRAMATE	100 MG	60
TORSEMIDE	20 MG	60
TORSEMIDE	10 MG	60
TRAZODONE HCL	100 MG	30
TRAZODONE HCL	50 MG	30
TRIAMCINOLONE ACETONIDE		EACH
VALACYCLOVIR HCL	1 GM	30
VENLAFAXINE HCL	75 MG	30
VENLAFAXINE HCL ER	37.5 MG	30
VENLAFAXINE HCL ER	75 MG	30
VENLAFAXINE HCL ER	150 MG	30
VENTOLIN HFA INHALER		EACH
VITAMIN D 3	2000 UNIT	30
VITAMIN B-1	100 MG	30
VITAMIN D 3	50000 UNITS	30
WARFARIN SODIUM	5 MG	30
WARFARIN SODIUM	7.5 MG	30
ZIPRASIDONE HCL	20 MG	60
ZIPRASIDONE HCL	60 MG	60
ZIPRASIDONE HCL	80 MG	60
ZOSTRIX HP CREAM	0.10%	EACH

GILA COUNTY
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL
INVITATION FOR BID NO. 050420
ADDENDUM #2:
DATE: 6/22/2020

CLARIFICATIONS:

1. ***QUESTION:*** Regarding Page 4 of the RFP – SCOPE OF WORK, are bidders to provide a narrative response to each of those mandatory bullet points or shall bidders simply note in the cover letter that they comply with all of those stipulated requirements?
   ANSWER: *Bidders can note that they comply with the requirements in the cover letter. Any documentation that can serve as proof is recommended.*

2. ***QUESTION:*** Regarding Page 5 of the RFP – MINIMUM STATUS QUALIFICATIONS, are bidders to provide a narrative response to each of those three bullets points when submitting their response?
   ANSWER: *A narrative response is recommended for qualifications along with any documentation as proof.*

3. ***QUESTION:*** Beginning on Page 10 of the RFP, there are 19 listed GENERAL CONDITIONS of the RFP. Are bidders required to provide a response to each of these items or an acknowledgement of acceptance of each condition as part of their RFP response?
   ANSWER: *An acknowledgement of acceptance would be acceptable.*

4. ***QUESTION:*** In order to understand the perspective of each individual on the evaluation committee, can you please share the name and title of each person that will be involved in the selection process? Will a final decision be made by an evaluation committee or will the committee provide a ***recommendation*** to a final decision maker? If so, who is the final decision maker regarding an award?
   ANSWER: *The group that will evaluate the bids has not been selected yet but will most likely consist of three to four people- myself (Justin Solberg) and Penni Padgett will be a part of that process. Others have not yet been determined. The group will make the determination of who will be awarded and it will then go before the Board of Supervisors for approval.*

5. ***QUESTION:*** What type of medication packaging (blister cards, vials, strips, other) do you currently use? Do you wish to keep the same packaging system?
   ANSWER: *Blister cards are currently used, and we would prefer to stay with them.*

6. ***QUESTION:*** Will GCD require bidders to submit the name of their wholesaler and copy of the wholesaler's license in the state of Arizona that they will subcontract with for stock distribution in order to remain in regulatory compliance? Will a bidder's failure to provide proof of compliance with regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-compliant and therefore ineligible for an award?
   ANSWER: *Yes, to both questions.*

7. ***QUESTION:*** Will GCD require bidders at the time of proposal submittal to submit the name and FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services if stock is provided in blister cards in order to remain in regulatory compliance? Will a bidder's failure to provide proof of compliance with regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-compliant and therefore ineligible to receive an award?
   ANSWER: *Yes, to both questions.*

8. ***QUESTION:*** Does GCD currently use an electronic prescription order entry and eMAR system that is provided by your pharmacy vendor at no additional cost? If so, what is the name of the system? If so, is it used for eMAR purposes? If not, would you find value in adding a requirement to your current solicitation for bidders to provide a solution for electronic prescription order entry and eMAR?
   ANSWER: *Yes, order entry is done through CorEMR. Yes it is used for eMAR purpose.*

9. ***QUESTION:*** Does GCD currently use a barcode electronic order reconciliation and medication return management system that is provided by your pharmacy vendor at no additional cost? If not, would you find value in adding this requirement to your current solicitation for bidders to provide a solution for electronic inventory management?
   ANSWER: *No, we do not currently use a barcode electronic order reconciliation. No, at this time we do not feel this would add value to the requirement for current solicitation.*

10. ***QUESTION:*** Does GCD currently have access to an online reporting dashboard to access meaningful and accurate reporting 24/7/365 that is provided by your pharmacy vendor at no additional cost? If not, would you find value in adding this requirement to your current solicitation so your facility-level staff and administrators can access online reports?
    ANSWER: *Yes, we have access to an online reporting dashboard.*

11. ***QUESTION:*** Does GCD currently use an electronic health record (EHR)/electronic medical record (EMR) system? If so, what is the name of the system? If so, is the system also used for eMAR purposes?
    ANSWER: *Yes,* CorEMR. Yes, used for eMAR.

12. ***QUESTION:*** What are the main challenges or issues for GCD regarding your current medication dispensing and pharmacy management program? If there are no challenges or issues, what are some areas in which you believe improvements can be made or value added?
ANSWER: *Currently, we have no challenges with our current system.*

MEDICATION	STRENGTH	QUANITY		DIAMOND		WESTWOOD
ABILIFY MAINTENA	400 MG INJECTION	EACH		$2,327.54		$2,072.51
ACETAMINOPHEN	500 MG	60		$4.02		$4.15
ACETAMINOPHEN	325 MG	60		$3.84		$4.06
ACYCLOVIR	400 MG	90		$11.94		$9.21
ALBUTEROL SUL HFA	90 MCG	EACH		$46.83		$39.49
ALENDRONATE SODIUM	35 MG	4		$4.27		$5.27
ALLOPURINOL	100 MG	60		$6.20		$7.24
ALOGLIPTIN BENZOATE	25 MG	30		$408.96		$198.49
AMIODARONE HCL	200 MG	60		$8.16		$11.39
AMITRIPTYLINE HCL	150 MG	30		$37.48		$25.43
AMLODIPINE BESYLATE	10 MG	30		$3.73		$4.09
AMLODIPINE BESYLATE	5 MG	30		$3.87		$3.80
ARIPIPRAZOLE	30 MG	30		$10.09		$14.30
ARIPIPRAZOLE	15 MG	30		$7.57		$9.62
ARIPIPRAZOLE	5 MG	30		$7.18		$9.62
ARIPIPRAZOLE	20 MG	30		$8.21		$16.26
ARIPIPRAZOLE	10 MG	30		$7.63		$9.62
ASPIRIN ADULT LOW STRENGTH	81 MG	30		$3.65		$3.65
ATENOLOL	25 MG	60		$3.93		$5.77
ATENOLOL	50 MG	30		$3.72		$4.58
ATENOLOL	100 MG	30		$4.15		$4.51
ATOMOXETINE	80 MG	30		$67.29		$26.43
ATOMOXETINE HCL	40 MG	30		$63.89		$27.76
ATORVASTATIN CALCIUM	20 MG	30		$4.92		$5.15
ATORVASTATIN CALCIUM	10 MG	30		$4.86		$4.74
ATORVASTATIN CALCIUM	80 MG	30		$6.11		$7.21
ATORVASTATIN CALCIUM	40 MG	30		$4.82		$6.06
ATRIPLA		30		$3,190.61		$2,923.35
ATROVENT HFA	17 MCG	EACH		$441.31		$385.32
BACLOFEN	10 MG	0		$0.00		$0.00
BACLOFEN	20 MG	60		$13.17		$14.40
BANOPHEN	25 MG	60		$4.31		$4.10
BENZTROPINE MESYLATE	2 MG	60		$7.78		$11.60
BENZTROPINE MESYLATE	1 MG	60		$9.42		$9.42
BUMEANIDE	0.5 MG	30		$14.77		$24.64
BUPROPION HCL ER (SR)	150 MG	30		$5.46		$7.17
BUPROPION HCL ER (SR)	200 MG	30		$6.69		$12.50
BUPROPION HCL ER (XL)	300 MG	30		$8.10		$11.11
BUPROPION XL	150 MG	30		$9.18		$7.17
BUSPIRONE	15 MG	90		$9.78		$8.90
BUSPIRONE	10 MG	90		$5.76		$9.53
BUSPIRONE HCL	30 MG	60		$13.83		$15.50
CALCIUM CARB	1250 MG	30		$3.74		$3.78
CARBAMAZEPINE	200 MG	60		$19.04		$17.29
CARVEDILOL	6.25 MG	60		$4.70		$4.82

CARVEDILOL	25 MG	60		$5.30		$4.87
CARVEDILOL	3.125 MG	60		$4.28		$4.45
CETIRIZINE	10 MG	30		$4.71		$4.69
CHLORTHALIDONE	50 MG	30		$25.04		$19.37
CHLORTHALIDONE	25MG	30		$13.41		$15.50
CHOLESTYRAMINE PACKET		60		$93.02		$110.90
CIPROFLOXACIN HCL	500 MG	30		$7.43		$6.35
CIPROFLOXACIN OTIC	0.20%	EACH		$86.02		$63.65
CITALOPRAM HYDROBROMIDE	40 MG	30		$4.52		$4.58
CITALOPRAM HYDROBROMIDE	10 MG	30		$4.26		$4.18
CLONIDINE HCL	0.1 MG	60		$4.55		$4.94
CLONIDINE HCL	0.2 MG	60		$5.46		$5.42
CLOPIDOGREL BISULFATE	75 MG	30		$5.64		$5.30
CLOTRIMAZOLE CREAM	1%	EACH		$5.47		$5.47
COLACE	50 MG	30		$12.63		$10.84
DIGITEK	0.25 MG	30		$9.99		$14.15
DIGOXIN	0.125 MG	30		$7.73		$8.62
DILTIAZEM ER	180 MG	60		$19.82		$16.49
DILTIAZEM ER	240 MG	30		$9.97		$15.45
DILT-XR	120 MG	60		$18.09		$29.40
DIPHENHYDRAMINE	50 MG	60		$4.37		$4.28
DIPHENHYDRAMINE	25 MG	90		$4.72		$4.55
DIVALPROEX SODIUM DR	250 MG	60		$5.98		$6.32
DIVALPROEX SODIUM DR	500 MG	60		$9.44		$7.40
DIVALPROEX SODIUM ER	500 MG	60		$16.33		$22.64
DOCUSATE CAL	240 MG	30		$5.35		$4.67
DOXYCLCLINE HYCLATE	100 MG	30		$6.54		$9.56
DULOLOX	100 MG	30		$3.99		$3.90
DULOXETINE	60 MG	60		$13.06		$10.52
DULOXETINE HCL	30 MG	30		$6.59		$5.45
ELIQUIS	5 MG	30		$254.03		$226.88
ERYTHROMYCIN OPTH	0.50%	EACH		$10.95		$15.47
ESCITALOPRAM OXALATE	10 MG	30		$5.46		$4.85
ESCITALOPRAM OXALATE	20 MG	30		$5.82		$5.24
ESCITALOPRAM OXALATE	5 MG	30		$4.69		$4.96
ESOMEPRAZOLE	40 MG	30		$9.17		$10.84
ESOMEPRAZOLE	20 MG	30		$10.97		$10.84
FAMOTIDINE	20 MG	60		$4.87		$8.84
FENOFIBRATE MICRONIZED	67 MG	30		$8.66		$11.30
FERROUS SULFATE	325 MG	30		$3.70		$6.50
FLOVENT HFA	110 MCG	EACH		$253.47		$221.51
FLUOXETINE HCL	20 MG	30		$4.00		$4.40
FLUOXETINE HCL	40 MG	30		$4.65		$5.30
FLUOXETINE HCL	10 MG	30		$4.03		$4.10
FLUPHENAZINE HCL	2.5 MG	30		$159.99		$156.48
FLUPHENAZINE HCL	5 MG	30		$215.23		$204.80

FLUPHENAZINE HCL	10 MG	30		$262.87		$253.82
FLUTICASONE/SALM DISKUS	250/50	EACH		$159.02		$166.74
FOLIC ACID	1 MG	30		$4.24		$5.30
FUROSEMIDE	40 MG	30		$4.41		$4.50
FUROSIMIDE	20 MG	30		$4.21		$4.58
GABAPENTIN	600 MG	60		$7.71		$9.44
GABAPENTIN	300 MG	60		$5.88		$8.28
GABAPENTIN	100 MG	60		$5.11		$5.48
GEMFIBROZIL	600 MG	60		$8.41		$10.64
GENVOYA		30		$3,449.85		$3,091.40
GLIPIZIDE	10 MG	60		$4.89		$6.50
GLIPIZIDE	5 MG	60		$4.65		$5.54
GUAIFENESIN	200 MG	60		$5.06		$5.51
GUANFACINE ER	1MG	30		$12.03		$20.30
HALOPERIDOL	5 MG	30		$16.77		$20.00
HALOPERIDOL	10 MG	30		$21.39		$27.47
HALOPERIDOL DECONATE	50 MG/ML	EACH		$18.50		$18.49
HUMALOG	100/ML	EACH		$113.79		$212.06
HUMULIN N	U-500	EACH		$55.98		$116.40
HYDROCHLOROTHIAZIDE	25 MG	30		$3.75		$4.07
HYDROCORTIZONE CREAM	1%	EACH		$4.89		$4.63
HYDROXYZINE HCL	25 MG	60		$5.11		$8.78
HYDROXYZINE HCL	50 MG	60		$5.37		$11.22
HYDROXYZINE PAMOATE	25 MG	30		$4.94		$5.80
HYDROXYZINE PAMOATE	50 MG	30		$5.41		$5.40
IBUPROFEN	200 MG	60		$4.25		$4.30
IBUPROFEN	400 MG	60		$5.86		$7.34
IBUPROFEN	600 MG	60		$5.98		$8.00
IBUPROFEN	800 MG	60		$6.23		$8.82
INVEGA SUST	156 MG/ML INJECTION	EACH		$1,992.94		$1,786.01
INVEGA SUST	234 MG/1.5 ML INJECTION	EACH		$2,987.59		$2,737.36
JANUVIA	100 MG	30		$507.26		$430.30
KETOCONAZOLE SHAMPOO	2%	EACH		$9.71		$17.00
K-TAB	8 MEQ	30		$8.01		$7.70
LACTULOSE SOLUTION	10 GM/15	1		$11.24		$3.52
LAMOTRIGINE	25 MG	60		$4.88		$4.70
LAMOTRIGINE	100 MG	30		$4.62		$4.28
LAMOTRIGINE	200 MG	30		$5.92		$6.35
LAMOTRIGINE CHEW	25 MG	60		$13.57		$4.40
LAMOTRIGINE ER	50 MG	30		$40.76		$95.60
LANTUS	100/ML	EACH		$169.47		$245.69
LATUDA	40 MG	30		$1,200.39		$1,038.74
LATUDA	20 MG	30		$1,200.39		$1,038.74
LEVEMIR INSULIN		30		$318.31		$442.10
LEVETIRACETAM	500 MG	60		$8.70		$9.26
LEVETIRACETAM	750 MG	60		$15.73		$12.13

LEVETIRACETAM	1000 MG	60		$19.50		$18.34
LEVOTHYROXINE SODIUM	137 MCG	30		$15.67		$13.74
LEVOTHYROXINE SODIUM	25 MCG	30		$12.64		$10.16
LEVOTHYROXINE SODIUM	75 MCG	30		$13.98		$11.73
LEVOTHYROXINE SODIUM	100 MCG	30		$14.68		$16.39
LEVOTHYROXINE SODIUM	150 MCG	30		$16.86		$19.85
LIOTHYRONINE SODIUM	25 MCG	30		$26.64		$10.16
LISINOPRIL	20 MG	30		$4.05		$4.25
LISINOPRIL	40 MG	30		$4.84		$4.97
LISINOPRIL	2.5 MG	30		$3.91		$4.01
LISINOPRIL	5 MG	30		$4.00		$4.03
LISINOPRIL	30 MG	30		$4.55		$5.50
LISINOPRIL	10 MG	30		$3.99		$4.05
LISINOPRIL/HCTZ	10-12.5 MG	30		$4.11		$4.22
LITHIUM CARB	150 MG	60		$6.44		$7.87
LITHIUM CARB	300 MG	60		$5.09		$6.50
LITHIUM CARBONATE ER	300 MG	60		$9.41		$14.91
LOPERAMIDE HCL	2 MG	60		$4.99		$21.78
LORATADINE	10 MG	30		$4.71		$4.70
LOSARTAIN POTASSIUM/HCTZ	100/25	30		$8.45		$10.42
MELOXICAM	15 MG	30		$3.92		$4.18
MELOXICAM	7.5 MG	30		$3.99		$4.04
MEMANTINE HCL	5 MG	30		$5.47		$6.86
MEMANTINE HCL	10 MG	30		$5.30		$6.52
METFORMN HCL	500 MG	60		$4.67		$4.74
METFORMN HCL	1000 MG	60		$5.01		$4.70
METHOTREXATE	2.5 MG	30		$12.87		$20.36
METHYLPHENIDATE HCL	10 MG	30		$9.92		$19.55
METHYLPHENIDATE HCL	20 MG	30		$7.66		$20.02
METOPROLOL SUCCINATE ER	50 MG	30		$6.75		$4.95
METOPROLOL SUCCINATE ER	25 MG	30		$6.03		$7.70
METOPROLOL TARTRATE	25 MG	30		$4.28		$3.95
METOPROLOL TARTRATE	50 MG	30		$3.98		$4.12
MIRTAZAPINE	15 MG	30		$5.85		$5.39
MIRTAZAPINE	30 MG	30		$5.74		$6.47
MONTELUKAST SODIUM	10 MG	30		$5.28		$4.43
MOXIFLOXACIN EYE	0.50%	EACH		$19.55		$14.61
MULTIVITAMIN		30		$3.68		$3.71
MUPIROCIN OINT	2%	EACH		$6.89		$7.46
MYCOPHENOLATE MOFETIL	250 MG	60		$10.82		$17.92
NALTREXONE HCL	50 MG	30		$23.77		$27.43
NAPROXEN	500 MG	60		$7.03		$9.44
NAPROXEN	375 MG	30		$5.17		$4.94
NEOMYCIN-POLYMYXIN-HC	1%	EACH		$33.26		$35.50
NIZORAL A-D SHAMPOO	1%	EACH		$19.22		$15.62
NOVOLOG	100/ML	EACH		$113.79		$97.51

OLANZAPINE	7.5 MG	30		$5.24		$6.11
OLANZAPINE	5 MG	30		$4.87		$6.38
OLANZAPINE	10 MG	30		$5.64		$7.58
OLANZAPINE	20 MG	30		$7.17		$8.60
OLANZAPINE	2.5 MG	30		$4.98		$5.81
OMEPRAZOLE	20 MG	30		$4.91		$4.44
OMEPRAZOLE	40 MG	30		$5.38		$6.68
ONDANSETRON HCL	4 mg	30		$6.16		$5.48
ONDANSETRON HCL	8 MG	30		$5.74		$7.09
OXCARBAZEPINE	150	60		$10.18		$17.67
OXCARBAZEPINE	300 MG	60		$10.46		$15.08
OXCARBAZEPINE	600 MG	60		$17.06		$29.60
OXYBUTYNIN CHLORIDE	5 MG	60		$8.12		$9.49
OXYBUTYNIN ER	10 MG	30		$7.65		$6.49
PALIPERIDONE ER	6 MG	30		$264.98		$295.40
PANTOPRAZOLE	20 MG	30		$5.29		$5.68
PANTOPRAZOLE	40 MG	30		$5.88		$4.81
PAROXETINE	30 MG	30		$6.01		$6.14
PAROXETINE HCL	20 MG	30		$5.29		$5.53
PERPHENAZINE	4 MG	60		$25.84		$21.79
PHENYTOIN	100 MG	60		$17.63		$13.42
POTASSIUM CHLORIDE	20 MEQ	30		$10.23		$89.97
POTASSIUM CHLORIDE ER	10 MEQ	30		$6.94		$25.54
POTASSIUM CHLORIDE ER	20 MEQ	30		$10.23		$89.90
PRADAXA	150 MG	60		$452.49		$225.50
PRAVASTATIN SODIUM	40 MG	30		$6.31		$6.31
PRAZOSIN	1 MG	30		$11.64		$11.94
PRAZOSIN	2 MG	30		$12.33		$15.68
PREDNISOLONE ACETATE	1%	EACH		$34.05		$22.22
PREDNISONE	10 MG	30		$5.38		$5.98
PREDNISONE	5 MG	30		$6.66		$6.26
PRENATAL VITAMIN		30		$5.75		$4.28
PROPRANOLOL HCL	20 MG	60		$10.57		$10.09
PROPRANOLOL HCL	40 MG	60		$10.34		$13.39
PROPRANOLOL HCL	10 MG	60		$5.89		$9.28
PYRIDOXINE HCL	25 MG	30		$3.93		$3.80
QUETIAPINE FUMARATE	25 MG	60		$5.05		$5.68
QUETIAPINE FUMARATE	100 MG	30		$4.79		$5.60
QUETIAPINE FUMARATE	300 MG	30		$7.48		$8.26
QUETIAPINE FUMARATE	200 MG	60		$11.15		$10.54
QUETIAPINE FUMARATE	400 MG	30		$9.56		$34.86
QUETIAPINE FUMARATE	50 MG	30		$4.44		$6.17
QUINAPRIL HCL	40 MG	30		$7.29		$6.68
RISPERIDONE	2 MG	30		$4.42		$4.01
RISPERIDONE	0.5 MG	30		$4.18		$5.00
RISPERIDONE	1 MG	30		$4.26		$5.28

RISPERIDONE	3 MG	30		$4.81		$7.00
ROPINIROLE HCL	1 MG	30		$4.71		$5.45
SELENIUM SULFIDE LOTION	2.50%	EACH		$9.40		$12.35
SERTRALINE HCL	100 MG	30		$4.79		$5.23
SERTRALINE HCL	25 MG	30		$4.42		$4.46
SERTRALINE HCL	50 MG	30		$4.36		$4.61
SIMVASTATIN	5 MG	30		$3.93		$4.30
SIMVASTATIN	40 MG	30		$4.49		$5.06
SPIRIVA		30		$468.60		$418.25
SPIRONOLACTONE	25 MG	30		$4.68		$5.17
SPIRONOLACTONE	50 MG	30		$5.81		$8.11
SYMBICORT AER	80-4.5	EACH		$372.26		$193.48
TACROLIMUS	1 MG	60		$68.80		$108.50
TAMSULOSIN HCL	0.4MG	30		$5.73		$5.51
TERAZOSIN HCL	1 MG	30		$7.78		$8.69
THIOTHIXENE	5 MG	60		$137.25		$117.81
TOBREX OP OINT	0.30%	EACH		$231.40		$201.47
TOLAFTATE CREAM	1%	EACH		$7.95		$7.08
TOPIRAMATE	50 MG	60		$5.64		$6.65
TOPIRAMATE	100 MG	60		$6.82		$6.56
TORSEMIDE	20 MG	60		$6.88		$9.17
TORSEMIDE	10 MG	60		$9.38		$7.69
TRAZODONE HCL	100 MG	30		$4.99		$5.65
TRAZODONE HCL	50 MG	30		$4.31		$5.31
TRIAMCINOLONE ACETONIDE		EACH		$9.11		$5.24
VALACYCLOVIR HCL	1 GM	30		$18.79		$25.10
VENLAFAXINE HCL	75 MG	30		$5.11		$7.02
VENLAFAXINE HCL ER	37.5 MG	30		$6.23		$7.23
VENLAFAXINE HCL ER	75 MG	30		$6.84		$7.02
VENLAFAXINE HCL ER	150 MG	30		$8.27		$7.84
VENTOLIN HFA INHALER		EACH		$46.83		$39.49
VITAMIN D 3	2000 UNIT	30		$4.09		$4.25
VITAMIN B-1	100 MG	30		$4.14		$4.61
VITAMIN D 3	50000 UNITS	30		$8.44		$7.85
WARFARIN SODIUM	5 MG	30		$5.78		$7.35
WARFARIN SODIUM	7.5 MG	30		$5.84		$6.65
ZIPRASIDONE HCL	20 MG	60		$17.25		$24.51
ZIPRASIDONE HCL	60 MG	60		$14.48		$27.51
ZIPRASIDONE HCL	80 MG	60		$20.16		$27.51
ZOSTRIX HP CREAM	0.10%	EACH		$12.83		$14.50
TOTAL				**$24,143.59**		**$22,360.35**
						$1,783.24

WESTWOOD PHARMACY

June 29, 2020

Stephanie Chaidez, Purchasing Agent
Gila County Finance Department
Copper Building
1400 East Ash Street
Globe, AZ 85501

RE: Pharmacy Services for Gila County Detention Medical
Proposal No. 050420

Dear Ms. Chaidez:

Thank you for the opportunity to respond to the above-listed Request for Proposal. Westwood Pharmacy is excited to highlight the services we can provide to the inmates at your facility.

As your current provider, Westwood Pharmacy understands that you want the best pharmacy services and customer support at the most competitive cost. Westwood Pharmacy supplies abundant resources to help the Gila County Detention Center deliver exceptional care and control costs. We provide the latest cut-off times in the industry, 24/7 on-call, clinical pharmacy services, daily deliveries of medications, and on-site training for the medical staff.

Moreover, by retaining Westwood Pharmacy, you will be able to avoid incurring costs related to implementation and training of a new system. In other words, the Gila County avoids the "pain of change" associated with changing pharmacy providers. We know your facility as well as your staff, which allows Westwood Pharmacy to provide you with a fully compliant proposal response.

We promise that the Gila County Detention Center will continue receiving the outstanding services Westwood Pharmacy has been providing for over three years, including, but not limited to:

- Generous credit reimbursement program
- Advanced technology guaranteeing accurate and dependable ordering and reporting
- Incumbent provider familiar with your facility, processes, procedures, and staff

At Westwood Pharmacy, you are ***not*** another name on a client list; rather, you are our partner! We truly value our partnership with you and the history we built together.

Should you have any questions or desire additional information, please feel free to contact me.

WESTWOOD PHARMACY

We sincerely thank you for your consideration in this procurement process.

Respectfully yours,

Hunter Hoggatt, Vice President of Corrections
Westwood Pharmacy
5823 Patterson Avenue, Richmond, VA 23226
Email: Hunter.hoggatt@westwoodpharmacy.com
(w) 804-288-1933 // (c) 804-519-3383 // (f) 804-288-1707

WESTWOOD PHARMACY

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SECTION 1:

Scope of Work

SCOPE OF WORK:

The Contractor shall:

- Contractor must provide service for essential medications 24 hours a day, 7 days a week. This includes weekends, holidays and after hours.

Westwood Response: Comply

Gila County will continue receiving consistent delivery service of medications. The success in our model for shipping orders six days per week, Monday through Saturday, for next day delivery allows us continued growth in providing outstanding services to our clients. To alleviate concerns with emergency/stat medications, Westwood Pharmacy partners with local back-up pharmacies to handle any necessary emergencies occurring outside of normal business hours (e.g., weekends, holidays, after hours).

Additionally, Westwood Pharmacy provides an emergency STAT medications box (Emergency Drug Kit) to accommodate emergencies. Westwood Pharmacy will continue collaborating with your medical team in determining the contents for the stock medications. We also provide 24/7/365 consulting services to our client by providing a dedicated pharmacist to your facility. Rest assured, client satisfaction is crucial to Westwood Pharmacy as we constantly strive to provide the utmost support and services. Same day service is available in emergency situations. Westwood Pharmacy will coordinate with a local back-up pharmacy for those emergency instances.

Westwood Pharmacy Order / Delivery Schedule

Normal (Monday-Friday)	Saturday	Emergency
Order placed by 5:00 PM cut-off time	Orders placed by 3:00 PM on Saturday	Transmitted via eLinkRx or called/faxed in after hours
Delivered the following day	Delivered on **Monday**	Filled with on-site STAT box or via local back-up pharmacy

- Contractor must have an emergency notification system, must be available after hours, and must return calls within one hour to either the Jail or the local hospital Emergency Department for medication orders for jail inmates.

Westwood Response: Comply

Westwood Pharmacy will continue providing 24/7/365 consulting services and/or emergency notification system. As your current provider, Westwood Pharmacy understands the importance of customer service and being available to our clients whenever needed and across time zones. Rest assured; our staff will always be there when you need us.

- Orders placed by phone/fax/internet must be ready for delivery and available within a minimum of four hours from the time the order is placed if medically indicated. Contractor will deliver, or arrange delivery of, all medications to Gila County Jail.

Westwood Response: Comply

As mentioned above, Gila County will continue receiving consistent delivery service of medications as well as outstanding customer service. The success in our model for shipping orders six days per week, Monday through Saturday, for next day delivery allows us continued growth in providing outstanding services to our clients. Same day service is available in emergency situations; and, Westwood Pharmacy coordinates with local back-up pharmacies for those emergency instances.

Additionally, Westwood Pharmacy provides an emergency STAT medications box to accommodate emergencies. Westwood Pharmacy ensures continued collaboration with your medical team in determining the contents for the stock medications. We also provide 24/7/365 consulting services to our client by providing a dedicated pharmacist to your facility. Rest assured, client satisfaction is crucial to Westwood Pharmacy as we constantly strive to provide the utmost support and services.

- An occasional emergency response time of 1 hour from order may be required.

Westwood Response: Comply

Westwood Pharmacy arranges for emergency medication by utilizing local back-up pharmacies. Emergency back-up prescriptions will be ready, filled, and delivered within in one (1) hour of order. The back-up pharmacy fees will be a direct pass through. This program will be in accordance with all Arizona Board of Pharmacy laws and federal laws. Additionally, Gila County medical staff can also conveniently fill emergency medications via your onsite emergency/STAT kit.

- Orders for medications where the next administered dose is to occur the next day may be delivered the following morning.

Westwood Response: Comply

Westwood Pharmacy provides 24-hour service to its facilities, 7 days per week, 52 weeks per year. We offer the latest cut off times in the industry so that your prescribers and nursing staff have extended time for entering orders. Our inventory remains constantly stocked because our wholesaler delivers medications to us three times a day. These frequent wholesale deliveries help us ensure that we can meet your facility's ordering needs. As your current provider, we will continue delivery exceptional customer service and promptly filling your prescription needs in a timely manner.

- Contractor will label all medications in accordance with Arizona State labeling laws, and in such a manner as to make clear to any persons exactly the method and manner in which the medication is to be administered. This may necessitate including both generic and brand names on medication labels.

Westwood Response: Comply

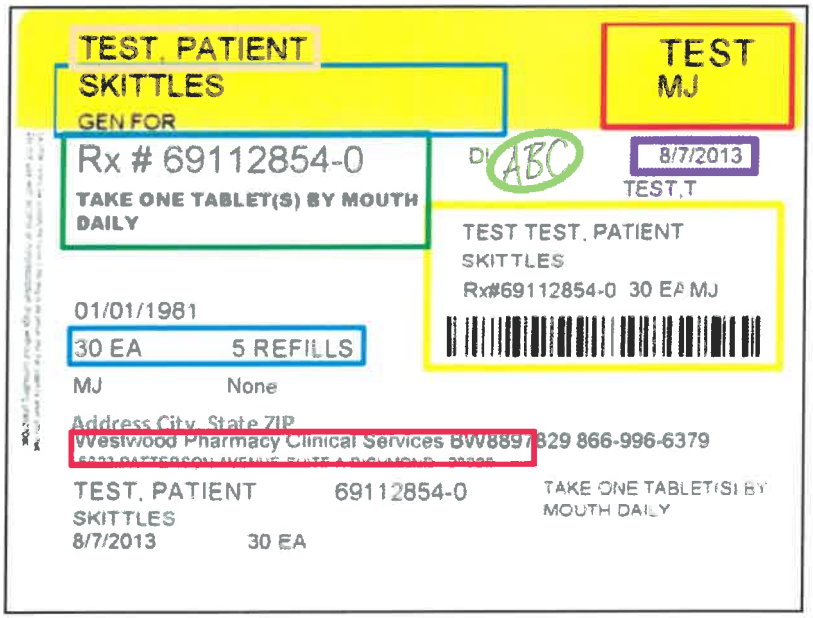
Each prescription (brand and generic) will continue to be properly labeled in complete compliance with all current and future Arizona State Laws as well as Federal laws, rules, regulations, and provisions in accordance to all labeling requirements. Labels include:

- proper patient's name and number
- prescription number
- medication name, dosage form, strength
- quantity dispensed
- directions for use
- drug warnings/cautions when applicable
- prescriber's name
- pharmacy name and contact information
- manufacturer's name
- lot number
- expiration date and
- date filled

We customize labels to fit your specifications. Each packaged medication blister pack contains a bar code for convenient scanning and the prescription's authorization number. When required, Westwood Pharmacy utilizes auxiliary labels to describe drug reactions, interactions, and cautions.

Licensed pharmacists validate each prescription and verify labels according to the specifications of your facility and in accordance with State and Federal requirements. Please see sample label below:

Sample Medication Label



Legend:

- Red = Facility name and address
- Peach = Patient's name
- Green square = Directions for use and cautionary statements
- Blue = Brand name and strength followed by the generic with the quantity and refills; the product identification number appears on the reverse of the blister card
- Purple = Dispensing date (expiration date on back of the card)
- Green circle = Dispensing pharmacist's initials
- Yellow = Two-part peel off label

- Contractor will use a unit dose system compatible with the Jail medication carts, without any modification of the carts or the medication packs. All prescriptions must be in unit dosage form, excepting those medications whose construction makes this impossible, or in those instances where specific instructions from a practitioner make unit dosage not possible. For some medications, liquid versions may be requested if they are available.

Westwood Response: Comply

Westwood Pharmacy packages each medication using blister cards labeled with the name of the medication and strength, manufacturer name, lot number, and the expiration date. Westwood Pharmacy also utilizes other means of dispensing where appropriate (e.g., a seven-day prescription, liquids, and creams), and those items will comply with all laws and regulations. An image of a sample blister card appears below. Westwood Pharmacy adheres to all labeling regulations when labeling prescriptions and individual OTC medications.

Westwood Pharmacy utilizes USP Class B packaging systems approved by FDA in repackaging of medications. Westwood Pharmacy will package oral medications in tamper resistant dose blister packs or stock bottles. This allows for easy administration by the nursing staff. Each prescription shall be properly dispensed and labeled inmate specific or as stock in complete compliance with all current and future Arizona State and Federal laws, rules, regulations, and provisions in accordance to all labeling requirements.

As mentioned above, we customize labels to fit your specifications. Each packaged medication blister pack includes a bar code for convenient scanning, and the prescription's authorization number. Please see our sample blister card below; additionally, we include a sample blister pack with our response.

- Contractor will be required to either pick up or pay for return shipping, for any unused medications that are unit dose packaged. Contractor must provide the Jail health system with a credit for those medications still in their unbroken unit dose bubbles.

Westwood Response: Comply

Westwood Pharmacy, in accordance with Federal and State Laws and Regulations, provides protocols for the return and credit of medication from Gila County. Westwood Pharmacy issues credits at **100% of Westwood Pharmacy's Cost for medications with no processing fee** for medications returned by Gila County when meeting the following criteria:

- The Rx medication did not leave the control of the registered professional nurse or licensed practical nurse responsible for administration and security of the prescription drug. The prescription drug will only be administered to the individual for whom it was prescribed.
- Untampered labeling and packaging of the prescription drug, including, but not limited to:
  - Identity
  - Strength
  - Expiration

    - Lot number
- The dispensed prescription remains in unit dosage blister cards or original manufacturer's packaging.
- The prescription medication is not:
    - A controlled substance
    - Expired
    - Damaged or deteriorated
    - Contaminated or compromised by outside environment
    - Improperly stored

Gila County must document any returned medications and ship the medications to Westwood Pharmacy at no charge to Gila County. Westwood Pharmacy then catalogues returned medications for documentation, accountability, and for the purpose of providing credits on the next billing cycle. Westwood Pharmacy issues monthly credits for all medications including both full and partial cards as well as for half tablets. Only medications that comply with state and federal regulations and will not expire within 90 days are eligible for credits. We offer credits on full and partial blister cards at **100% of Westwood Pharmacy's Cost for medications with no processing fee.** No additional charges will apply for the restocking of medications. *DEA regulations require on-site destruction of controlled substances; Westwood Pharmacy cannot accept the return of controlled substances.*

- Contractor will perform a quarterly pharmaceutical inspection at the Gila County Jail, either directly or via a contracted pharmacist, contracted by the bidder, and complete a written inspection review form. The areas of inspection shall include a minimum; appropriate storage of medications, including controlled medications and supplies, appropriate records to insure adequate control and accountability for medications, the presence or absence of outdated, discontinued or recalled medication, periodic reviews or stop dates of DEA-controlled or abusable drugs, review and appropriate use of a formulary, and the existence of appropriate policies and procedures for medications which are adequately followed. The inspection review form will be forwarded to, and retained by, the Jail Health Program Supervisor.

Westwood Response: Comply

Your Westwood Pharmacy team meets quarterly with the Pharmacy and Therapeutics Committee to acknowledge prescription patterns, and modify the drug formulary, if necessary. During these quarterly meetings of the Pharmacy and Therapeutics Committee, Westwood Pharmacy's clinical experts will meet with your medical staff to revise the formulary, establish medication protocols, identify opportunities for cost containment, review new therapeutic options, and examine Continuous Quality Improvement (CQI) audit/inspection completed by the consultant pharmacist assigned to the contract. Areas of inspection include at a minimum:

- appropriate storage of medications, including controlled medications and supplies

- appropriate records to insure adequate control and accountability for medications
- the presence or absence of outdated, discontinued or recalled medication
- periodic reviews or stop dates of DEA-controlled or abusable drugs
- review and appropriate use of a formulary, and
- the existence of appropriate policies and procedures for medications which are adequately followed.

Additionally, Westwood Pharmacy analyzes formulary and non-formulary usage, provider prescribing practices, drug utilization, educational information, drug costs and other relevant topics to pharmacy operations. Formulary management is crucial to Westwood Pharmacy and our clients. Westwood Pharmacy has extensive experience in formulary management and will prioritize collaboration while developing a formulary for Gila County. Our Vice President of Clinical Services, Dr. Shannon Dowdy, holds extensive experience in managed pharmaceutical care, correctional pharmaceutical care, and drug utilization. She directly oversees management of the formulary. If awarded the contract, Dr. Dowdy and her team of pharmacists will collaborate with your key medical staff to develop, implement, and facilitate compliance with a formulary designed to maximize efficiency, safety, and cost-effectiveness. Westwood Pharmacy believes that the best way to implement the formulary is by including your physicians during all phases of development and implementation.

Our innovative and effective approach to formulary management focuses on ***pharmaco-economics***. This approach is best implemented through coordination with our data analysis staff members who employ their skills to understand the monetary aspects of a medication's total value. They evaluate the clinical quality, cost, and long-term effects of the medication, whether beneficial or detrimental to the patient's health, to determine the best medication. Our active formulary management will ensure that Gila County maximizes its performance both clinically and financially. Because of this best-practice approach, Westwood Pharmacy has had remarkable success with implementing formularies at our facilities. ***By co-creating formularies with facilities' medical teams, we have saved most jails up to 35% in their prescription costs.***

The factors detailed in the table below drive are processes:

Deeply Discounted Medications

Westwood Pharmacy, because of its large wholesale buying power, purchases medications at deeply discounted prices and passes those savings onto its customers. Westwood Pharmacy partners with a $3 billion group purchasing organization (GPO) to purchase medications at reduced cost. Additionally, we have direct contracts with pharmaceutical companies.

Westwood's Pro-active Drug Formulary

Drug formularies can reduce your facility's pharmacy expenditures without compromising quality of care. Westwood Pharmacy provides each facility with a customized proactive formulary tailored to meet the unique needs of every inmate, and to promote cost-effective prescribing.

Input and feedback from the institution's nurses and prescribers are essential to the successful development and implementation of the Proactive Formulary. This level of collaboration produces formulary compliance rates of 90% or better. Formulary compliance translates to reductions in pharmacy expenditures that consistently exceed 15% and can be as high as 35%.

Westwood Pharmacy's Three-Tier Cost-Based Drug Classification

The Proactive Formulary assigns all drugs to one of three, cost-based tiers.

- **Tier 1** drugs are the most cost-effective drugs for use at the institution.
- **Tier 2** drugs provide the same benefit and safety of Tier 1 drugs but are more expensive.
- **Tier 3** drugs are the latest and most expensive drugs. Tier 3 drugs are usually reserved for inmates who failed to respond to Tier 1 or Tier 2 medications.

Preferred Drug List

This Preferred Drug List is comprised of the most cost-effective medication for any given therapeutic category within the Proactive Formulary.

Westwood Pharmacy's Chief Clinical Pharmacist compiles the Preferred Drug List. The institution's Pharmacy and Therapeutics Committee reviews and approves the list twice yearly.

Two primary benefits of the Preferred Drug List:

- **Cost Containment:** The Preferred Drug List reduces costs by guiding prescribers to prescribe the most cost-effective agents. For example, using omeprazole (Prilosec) rather than esomeprazole (Nexium), without losing therapeutic value.
- **Error Reduction:** The Preferred Drug List increases safety and reduces errors because prescribers and nurses become accustomed to using a relatively finite number of "frequently prescribed" medications, despite a relatively diverse population of inmates.

- Contractor will submit periodic reports to the Jail Administration, summarizing medication use by the Agency. The frequency and details included in the report will be by mutual agreement.

Westwood Response: Comply

Westwood Pharmacy provides any and all reports requested by your staff. Our team of expert data analysts work with your team to ensure customization of reports. Receive effective reporting tailored for optimal data visualization. Your staff can conveniently sort and print reports in any format required (sort by physician and print alphabetically by name, or sort by patient location, etc.)

These reports include summaries of total drug cost and total usage, detailed lists of usage of different therapeutic classes of medication, individual physician prescribing habits, and information regarding the number of OTC medications received by the Facility. All reports will be in alphabetical order and in a user-friendly format. Receive Monthly and Quarterly reports the following the month or in both hard copy and electronic formats.

Westwood Pharmacy conducts quarterly Pharmacy and Therapeutics Committee meetings to review data, discuss trends and explore possible improvements.

WESTWOOD PHARMACY

SECTION 2:

Forms and Pricing Sheet

WESTWOOD PHARMACY

Gila County
Pharmacy Services for Gila County Detention Medical
Invitation for BID No. 050420

Medication	Strength	Quantity	Unit Price	Dispensing Fee	Total Price
ABILIFY MAINTENA	400 MG INJECTION	EACH	$2,069.01	$3.50	$2,072.51
ACETAMINOPHEN	500 MG	60	$0.01	$3.50	$4.15
ACETAMINOPHEN	325 MG	60	$0.01	$3.50	$4.06
ACYCLOVIR	400 MG	90	$0.06	$3.50	$9.21
ALBUTEROL SUL HFA	90 MCG	EACH	$35.99	$3.50	$39.49
ALENDRONATE SODIUM	35 MG	4	$0.44	$3.50	$5.27
ALLOPURINOL	100 MG	60	$0.06	$3.50	$7.24
ALOGLIPTIN BENZOATE	25 MG	30	$6.50	$3.50	$198.49
AMIODARONE HCL	200 MG	60	$0.13	$3.50	$11.39
AMITRIPTYLINE HCL	150 MG	30	$0.73	$3.50	$25.43
AMLODIPINE BESYLATE	10 MG	30	$0.02	$3.50	$4.09
AMLODIPINE BESYLATE	5 MG	30	$0.01	$3.50	$3.80
ARIPIPRAZOLE	30 MG	30	$0.36	$3.50	$14.30
ARIPIPRAZOLE	15 MG	30	$0.20	$3.50	$9.62
ARIPIPRAZOLE	5 MG	30	$0.20	$3.50	$9.62
ARIPIPRAZOLE	20 MG	30	$0.43	$3.50	$16.26
ARIPIPRAZOLE	10 MG	30	$0.20	$3.50	$9.62
ASPIRIN ADULT LOW STRENGTH	81 MG	30	$0.01	$3.50	$3.65
ATENOLOL	25 MG	60	$0.04	$3.50	$5.77
ATENOLOL	50 MG	30	$0.04	$3.50	$4.58
ATENOLOL	100 MG	30	$0.03	$3.50	$4.51
ATOMOXETINE	80 MG	30	$0.76	$3.50	$26.43
ATOMOXETINE HCL	40 MG	30	$0.81	$3.50	$27.76
ATORVASTATIN CALCIUM	20 MG	30	$0.05	$3.50	$5.15
ATORVASTATIN CALCIUM	10 MG	30	$0.04	$3.50	$4.74
ATORVASTATIN CALCIUM	80 MG	30	$0.12	$3.50	$7.21
ATORVASTATIN CALCIUM	40 MG	30	$0.09	$3.50	$6.06
ATRIPLA		30	$97.33	$3.50	$2,923.35
ATROVENT HFA	17 MCG	EACH	$381.82	$3.50	$385.32
BACLOFEN	10 MG	0	$0.10	$3.50	$3.50
BACLOFEN	20 MG	60	$0.18	$3.50	$14.40
BANOPHEN	25 MG	60	$0.01	$3.50	$4.10
BENZTROPINE MESYLATE	2 MG	60	$0.14	$3.50	$11.60
BENZTROPINE MESYLATE	1 MG	60	$0.10	$3.50	$9.42
BUMEANIDE	0.5 MG	30	$0.70	$3.50	$24.64
BUPROPION HCL ER (SR)	150 MG	30	$0.12	$3.50	$7.17
BUPROPION HCL ER (SR)	200 MG	30	$0.30	$3.50	$12.50
BUPROPION HCL ER (XL)	300 MG	30	$0.25	$3.50	$11.11
BUPROPION XL	150 MG	30	$0.12	$3.50	$7.17
BUSPIRONE	15 MG	90	$0.06	$3.50	$8.90
BUSPIRONE	10 MG	90	$0.07	$3.50	$9.53
BUSPIRONE HCL	30 MG	60	$0.20	$3.50	$15.50
CALCIUM CARB	1250 MG	30	$0.01	$3.50	$3.78
CARBAMAZEPINE	200 MG	60	$0.23	$3.50	$17.29
CARVEDILOL	6.25 MG	60	$0.02	$3.50	$4.82
CARVEDILOL	25 MG	60	$0.02	$3.50	$4.87

WESTWOOD PHARMACY

Gila County
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Medication	Strength	Quantity	Unit Price	Dispensing Fee	Total Price
CARVEDILOL	3.125 MG	60	$0.02	$3.50	$4.45
CETIRIZINE	10 MG	30	$0.04	$3.50	$4.69
CHLORTHALIDONE	50 MG	30	$0.53	$3.50	$19.37
CHLORTHALIDONE	25MG	30	$0.40	$3.50	$15.50
CHOLESTYRAMINE PACKET		60	$1.79	$3.50	$110.90
CIPROFLOXACIN HCL	500 MG	30	$0.10	$3.50	$6.35
CIPROFLOXACIN OTIC	0.20%	EACH	$60.15	$3.50	$63.65
CITALOPRAM HYDROBROMIDE	40 MG	30	$0.04	$3.50	$4.58
CITALOPRAM HYDROBROMIDE	10 MG	30	$0.02	$3.50	$4.18
CLONIDINE HCL	0.1 MG	60	$0.02	$3.50	$4.94
CLONIDINE HCL	0.2 MG	60	$0.03	$3.50	$5.42
CLOPIDOGREL BISULFATE	75 MG	30	$0.06	$3.50	$5.30
CLOTRIMAZOLE CREAM	1%	EACH	$1.97	$3.50	$5.47
COLACE	50 MG	30	$0.24	$3.50	$10.84
DIGITEK	0.25 MG	30	$0.36	$3.50	$14.15
DIGOXIN	0.125 MG	30	$0.17	$3.50	$8.62
DILTIAZEM ER	180 MG	60	$0.22	$3.50	$16.49
DILTIAZEM ER	240 MG	30	$0.40	$3.50	$15.45
DILT-XR	120 MG	60	$0.43	$3.50	$29.40
DIPHENHYDRAMINE	50 MG	60	$0.01	$3.50	$4.28
DIPHENHYDRAMINE	25 MG	90	$0.01	$3.50	$4.55
DIVALPROEX SODIUM DR	250 MG	60	$0.05	$3.50	$6.32
DIVALPROEX SODIUM DR	500 MG	60	$0.07	$3.50	$7.40
DIVALPROEX SODIUM ER	500 MG	60	$0.32	$3.50	$22.64
DOCUSATE CAL	240 MG	30	$0.04	$3.50	$4.67
DOXYCLCLINE HYCLATE	100 MG	30	$0.20	$3.50	$9.56
DULOLOX	100 MG	30	$0.01	$3.50	$3.90
DULOXETINE	60 MG	60	$0.12	$3.50	$10.52
DULOXETINE HCL	30 MG	30	$0.07	$3.50	$5.45
ELIQUIS	5 MG	30	$7.45	$3.50	$226.88
ERYTHROMYCIN OPTH	0.50%	EACH	$11.97	$3.50	$15.47
ESCITALOPRAM OXALATE	10 MG	30	$0.05	$3.50	$4.85
ESCITALOPRAM OXALATE	20 MG	30	$0.06	$3.50	$5.24
ESCITALOPRAM OXALATE	5 MG	30	$0.05	$3.50	$4.96
ESOMEPRAZOLE	40 MG	30	$0.24	$3.50	$10.84
ESOMEPRAZOLE	20 MG	30	$0.24	$3.50	$10.84
FAMOTIDINE	20 MG	60	$0.09	$3.50	$8.84
FENOFIBRATE MICRONIZED	67 MG	30	$0.26	$3.50	$11.30
FERROUS SULFATE	325 MG	30	$0.10	$3.50	$6.50
FLOVENT HFA	110 MCG	EACH	$218.01	$3.50	$221.51
FLUOXETINE HCL	20 MG	30	$0.03	$3.50	$4.40
FLUOXETINE HCL	40 MG	30	$0.06	$3.50	$5.30
FLUOXETINE HCL	10 MG	30	$0.02	$3.50	$4.10
FLUPHENAZINE HCL	2.5 MG	30	$5.10	$3.50	$156.48
FLUPHENAZINE HCL	5 MG	30	$6.71	$3.50	$204.80
FLUPHENAZINE HCL	10 MG	30	$8.34	$3.50	$253.82
FLUTICASONE/SALM DISKUS	250/50	EACH	$163.24	$3.50	$166.74

WESTWOOD PHARMACY

Gila County
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Invitation for BID No. 050420

Medication	Strength	Quantity	Unit Price	Dispensing Fee	Total Price
FOLIC ACID	1 MG	30	$0.06	$3.50	$5.30
FUROSEMIDE	40 MG	30	$0.03	$3.50	$4.50
FUROSIMIDE	20 MG	30	$0.04	$3.50	$4.58
GABAPENTIN	600 MG	60	$0.10	$3.50	$9.44
GABAPENTIN	300 MG	60	$0.08	$3.50	$8.28
GABAPENTIN	100 MG	60	$0.03	$3.50	$5.48
GEMFIBROZIL	600 MG	60	$0.12	$3.50	$10.64
GENVOYA		30	$102.93	$3.50	$3,091.40
GLIPIZIDE	10 MG	60	$0.05	$3.50	$6.50
GLIPIZIDE	5 MG	60	$0.03	$3.50	$5.54
GUAIFENESIN	200 MG	60	$0.03	$3.50	$5.51
GUANFACINE ER	1MG	30	$0.56	$3.50	$20.30
HALOPERIDOL	5 MG	30	$0.55	$3.50	$20.00
HALOPERIDOL	10 MG	30	$0.80	$3.50	$27.47
HALOPERIDOL DECONATE	50 MG/ML	EACH	$14.99	$3.50	$18.49
HUMALOG	100/ML	EACH	$208.56	$3.50	$212.06
HUMULIN N	U-500	EACH	$112.90	$3.50	$116.40
HYDROCHLOROTHIAZIDE	25 MG	30	$0.02	$3.50	$4.07
HYDROCORTIZONE CREAM	1%	EACH	$1.13	$3.50	$4.63
HYDROXYZINE HCL	25 MG	60	$0.09	$3.50	$8.78
HYDROXYZINE HCL	50 MG	60	$0.13	$3.50	$11.22
HYDROXYZINE PAMOATE	25 MG	30	$0.08	$3.50	$5.80
HYDROXYZINE PAMOATE	50 MG	30	$0.06	$3.50	$5.40
IBUUPROFEN	200 MG	60	$0.01	$3.50	$4.30
IBUUPROFEN	400 MG	60	$0.06	$3.50	$7.34
IBUUPROFEN	600 MG	60	$0.08	$3.50	$8.00
IBUUPROFEN	800 MG	60	$0.09	$3.50	$8.82
INVEGA SUST	156 MG/ML INJECTION	EACH	$1,782.51	$3.50	$1,786.01
INVEGA SUST	234 MG/1.5 ML INJECTION	EACH	$2,733.86	$3.50	$2,737.36
JANUVIA	100 MG	30	$14.23	$3.50	$430.30
KETOCONAZOLE SHAMPOO	2%	EACH	$13.50	$3.50	$17.00
K-TAB	8 MEQ	30	$0.14	$3.50	$7.70
LACTULOSE SOLUTION	10 GM/15	1	$0.02	$3.50	$3.52
LAMOTRIGINE	25 MG	60	$0.02	$3.50	$4.70
LAMOTRIGINE	100 MG	30	$0.03	$3.50	$4.28
LAMOTRIGINE	200 MG	30	$0.10	$3.50	$6.35
LAMOTRIGINE CHEW	25 MG	60	$0.02	$3.50	$4.40
LAMOTRIGINE ER	50 MG	30	$3.07	$3.50	$95.60
LANTUS	100/ML	EACH	$242.19	$3.50	$245.69
LATUDA	40 MG	30	$34.51	$3.50	$1,038.74
LATUDA	20 MG	30	$34.51	$3.50	$1,038.74
LEVEMIR INSULIN		30	$14.62	$3.50	$442.10
LEVETIRACETAM	500 MG	60	$0.10	$3.50	$9.26
LEVETIRACETAM	750 MG	60	$0.14	$3.50	$12.13
LEVETIRACETAM	1000 MG	60	$0.25	$3.50	$18.34
LEVOTHYROXINE SODIUM	137 MCG	30	$0.34	$3.50	$13.74
LEVOTHYROXINE SODIUM	25 MCG	30	$0.22	$3.50	$10.16

WESTWOOD PHARMACY

Gila County
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Medication	Strength	Quantity	Unit Price	Dispensing Fee	Total Price
LEVOTHYROXINE SODIUM	75 MCG	30	$0.27	$3.50	$11.73
LEVOTHYROXINE SODIUM	100 MCG	30	$0.43	$3.50	$16.39
LEVOTHYROXINE SODIUM	150 MCG	30	$0.54	$3.50	$19.85
LIOTHYRONINE SODIUM	25 MCG	30	$0.22	$3.50	$10.16
LISINOPRIL	20 MG	30	$0.03	$3.50	$4.25
LISINOPRIL	40 MG	30	$0.05	$3.50	$4.97
LISINOPRIL	2.5 MG	30	$0.02	$3.50	$4.01
LISINOPRIL	5 MG	30	$0.02	$3.50	$4.03
LISINOPRIL	30 MG	30	$0.07	$3.50	$5.50
LISINOPRIL	10 MG	30	$0.02	$3.50	$4.05
LISINOPRIL/HCTZ	10-12.5 MG	30	$0.02	$3.50	$4.22
LITHIUM CARB	150 MG	60	$0.07	$3.50	$7.87
LITHIUM CARB	300 MG	60	$0.05	$3.50	$6.50
LITHIUM CARBONATE ER	300 MG	60	$0.19	$3.50	$14.91
LOPERAMIDE HCL	2 MG	60	$0.30	$3.50	$21.78
LORATADINE	10 MG	30	$0.04	$3.50	$4.70
LOSARTAIN POTASSIUM/HCTZ	100/25	30	$0.23	$3.50	$10.42
MELOXICAM	15 MG	30	$0.02	$3.50	$4.18
MELOXICAM	7.5 MG	30	$0.02	$3.50	$4.04
MEMANTINE HCL	5 MG	30	$0.11	$3.50	$6.86
MEMANTINE HCL	10 MG	30	$0.10	$3.50	$6.52
METFORMN HCL	500 MG	60	$0.02	$3.50	$4.74
METFORMN HCL	1000 MG	60	$0.02	$3.50	$4.70
METHOTREXATE	2.5 MG	30	$0.56	$3.50	$20.36
METHYLPHENIDATE HCL	10 MG	30	$0.53	$3.50	$19.55
METHYLPHENIDATE HCL	20 MG	30	$0.55	$3.50	$20.02
METOPROLOL SUCCINATE ER	50 MG	30	$0.05	$3.50	$4.95
METOPROLOL SUCCINATE ER	25 MG	30	$0.14	$3.50	$7.70
METOPROLOL TARTRATE	25 MG	30	$0.01	$3.50	$3.95
METOPROLOL TARTRATE	50 MG	30	$0.02	$3.50	$4.12
MIRTAZAPINE	15 MG	30	$0.06	$3.50	$5.39
MIRTAZAPINE	30 MG	30	$0.10	$3.50	$6.47
MONTELUKAST SODIUM	10 MG	30	$0.03	$3.50	$4.43
MOXIFLOXACIN EYE	0.50%	EACH	$11.11	$3.50	$14.61
MULTIVITAMIN		30	$0.01	$3.50	$3.71
MUPIROCIN OINT	2%	EACH	$3.96	$3.50	$7.46
MYCOPHENOLATE MOFETIL	250 MG	60	$0.24	$3.50	$17.92
NALTREXONE HCL	50 MG	30	$0.80	$3.50	$27.43
NAPROXEN	500 MG	60	$0.10	$3.50	$9.44
NAPROXEN	375 MG	30	$0.05	$3.50	$4.94
NEOMYCIN-POLYMYXIN-HC	1%	EACH	$32.00	$3.50	$35.50
NIZORAL A-D SHAMPOO	1%	EACH	$12.12	$3.50	$15.62
NOVOLOG	100/ML	EACH	$94.01	$3.50	$97.51
OLANZAPINE	7.5 MG	30	$0.09	$3.50	$6.11
OLANZAPINE	5 MG	30	$0.10	$3.50	$6.38
OLANZAPINE	10 MG	30	$0.14	$3.50	$7.58
OLANZAPINE	20 MG	30	$0.17	$3.50	$8.60

WESTWOOD PHARMACY

Gila County
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Medication	Strength	Quantity	Unit Price	Dispensing Fee	Total Price
OLANZAPINE	2.5 MG	30	$0.08	$3.50	$5.81
OMEPRAZOLE	20 MG	30	$0.03	$3.50	$4.44
OMEPRAZOLE	40 MG	30	$0.11	$3.50	$6.68
ONDANSETRON HCL	4 mg	30	$0.07	$3.50	$5.48
ONDANSETRON HCL	8 MG	30	$0.12	$3.50	$7.09
OXCARBAZEPINE	150	60	$0.24	$3.50	$17.67
OXCARBAZEPINE	300 MG	60	$0.19	$3.50	$15.08
OXCARBAZEPINE	600 MG	60	$0.44	$3.50	$29.60
OXYBUTYNIN CHLORIDE	5 MG	60	$0.10	$3.50	$9.49
OXYBUTYNIN ER	10 MG	30	$0.10	$3.50	$6.49
PALIPERIDONE ER	6 MG	30	$9.73	$3.50	$295.40
PANTOPRAZOLE	20 MG	30	$0.07	$3.50	$5.68
PANTOPRAZOLE	40 MG	30	$0.04	$3.50	$4.81
PAROXETINE	30 MG	30	$0.09	$3.50	$6.14
PAROXETINE HCL	20 MG	30	$0.07	$3.50	$5.53
PERPHENAZINE	4 MG	60	$0.30	$3.50	$21.79
PHENYTOIN	100 MG	60	$0.17	$3.50	$13.42
POTASSIUM CHLORIDE	20 MEQ	30	$2.88	$3.50	$89.97
POTASSIUM CHLORIDE ER	10 MEQ	30	$0.73	$3.50	$25.54
POTASSIUM CHLORIDE ER	20 MEQ	30	$2.88	$3.50	$89.90
PRADAXA	150 MG	60	$3.70	$3.50	$225.50
PRAVASTATIN SODIUM	40 MG	30	$0.09	$3.50	$6.31
PRAZOSIN	1 MG	30	$0.28	$3.50	$11.94
PRAZOSIN	2 MG	30	$0.41	$3.50	$15.68
PREDNISOLONE ACETATE	1%	EACH	$18.72	$3.50	$22.22
PREDNISONE	10 MG	30	$0.08	$3.50	$5.98
PREDNISONE	5 MG	30	$0.09	$3.50	$6.26
PRENATAL VITAMIN		30	$0.03	$3.50	$4.28
PROPRANOLOL HCL	20 MG	60	$0.11	$3.50	$10.09
PROPRANOLOL HCL	40 MG	60	$0.16	$3.50	$13.39
PROPRANOLOL HCL	10 MG	60	$0.10	$3.50	$9.28
PYRIDOXINE HCL	25 MG	30	$0.01	$3.50	$3.80
QUETIAPINE FUMARATE	25 MG	60	$0.04	$3.50	$5.68
QUETIAPINE FUMARATE	100 MG	30	$0.07	$3.50	$5.60
QUETIAPINE FUMARATE	300 MG	30	$0.16	$3.50	$8.26
QUETIAPINE FUMARATE	200 MG	60	$0.12	$3.50	$10.54
QUETIAPINE FUMARATE	400 MG	30	$1.05	$3.50	$34.86
QUETIAPINE FUMARATE	50 MG	30	$0.09	$3.50	$6.17
QUINAPRIL HCL	40 MG	30	$0.11	$3.50	$6.68
RISPERIDONE	2 MG	30	$0.02	$3.50	$4.01
RISPERIDONE	0.5 MG	30	$0.05	$3.50	$5.00
RISPERIDONE	1 MG	30	$0.06	$3.50	$5.28
RISPERIDONE	3 MG	30	$0.12	$3.50	$7.00
ROPINIROLE HCL	1 MG	30	$0.06	$3.50	$5.45
SELENIUM SULFIDE LOTION	2.50%	EACH	$8.85	$3.50	$12.35
SERTRALINE HCL	100 MG	30	$0.06	$3.50	$5.23
SERTRALINE HCL	25 MG	30	$0.03	$3.50	$4.46

WESTWOOD PHARMACY

Gila County
Pharmacy Services for Gila County Detention Medical
Invitation for BID No. 050420

Medication	Strength	Quantity	Unit Price	Dispensing Fee	Total Price
SERTRALINE HCL	50 MG	30	$0.04	$3.50	$4.61
SIMVASTATIN	5 MG	30	$0.03	$3.50	$4.30
SIMVASTATIN	40 MG	30	$0.05	$3.50	$5.06
SPIRIVA		30	$13.83	$3.50	$418.25
SPIRONOLACTONE	25 MG	30	$0.06	$3.50	$5.17
SPIRONOLACTONE	50 MG	30	$0.15	$3.50	$8.11
SYMBICORT AER	80-4.5	EACH	$189.98	$3.50	$193.48
TACROLIMUS	1 MG	60	$1.75	$3.50	$108.50
TAMSULOSIN HCL	0.4MG	30	$0.07	$3.50	$5.51
TERAZOSIN HCL	1 MG	30	$0.17	$3.50	$8.69
THIOTHIXENE	5 MG	60	$1.91	$3.50	$117.81
TOBREX OP OINT	0.30%	EACH	$197.97	$3.50	$201.47
TOLAFTATE CREAM	1%	EACH	$3.58	$3.50	$7.08
TOPIRAMATE	50 MG	60	$0.05	$3.50	$6.65
TOPIRAMATE	100 MG	60	$0.05	$3.50	$6.56
TORSEMIDE	20 MG	60	$0.09	$3.50	$9.17
TORSEMIDE	10 MG	60	$0.07	$3.50	$7.69
TRAZODONE HCL	100 MG	30	$0.07	$3.50	$5.65
TRAZODONE HCL	50 MG	30	$0.06	$3.50	$5.31
TRIAMCINOLONE ACETONIDE		EACH	$1.74	$3.50	$5.24
VALACYCLOVIR HCL	1 GM	30	$0.72	$3.50	$25.10
VENLAFAXINE HCL	75 MG	30	$0.12	$3.50	$7.02
VENLAFAXINE HCL ER	37.5 MG	30	$0.12	$3.50	$7.23
VENLAFAXINE HCL ER	75 MG	30	$0.12	$3.50	$7.02
VENLAFAXINE HCL ER	150 MG	30	$0.14	$3.50	$7.84
VENTOLIN HFA INHALER		EACH	$35.99	$3.50	$39.49
VITAMIN D 3	2000 UNIT	30	$0.02	$3.50	$4.25
VITAMIN B-1	100 MG	30	$0.04	$3.50	$4.61
VITAMIN D 3	50000 UNITS	30	$0.15	$3.50	$7.85
WARFARIN SODIUM	5 MG	30	$0.13	$3.50	$7.35
WARFARIN SODIUM	7.5 MG	30	$0.10	$3.50	$6.65
ZIPRASIDONE HCL	20 MG	60	$0.35	$3.50	$24.51
ZIPRASIDONE HCL	60 MG	60	$0.40	$3.50	$27.51
ZIPRASIDONE HCL	80 MG	60	$0.40	$3.50	$27.51
ZOSTRIX HP CREAM	0.10%	EACH	$11.00	$3.50	$14.50

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   MAO Pharmacy, Inc., DBA Westwood Pharmacy
   5823 Patterson Avenue, Richmond, VA 23226
   804-519-3383 - Hunter Hoggatt, Vice President of Corrections

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___✓___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___✓___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____Yes ___✓___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractor.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. Gila County reserves the right to request additional information.

Westwood Pharmacy includes all of the requested information identified in bullets "a" through "e" within the body of our proposal response.

Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** _____
(If Applicable)

Signature of Authorized Representative

Hunter Hoggatt
Printed Name

Vice President of Corrections
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL.

Contractor Name: MAO Pharmacy, Inc., DBA Westwood Pharmacy **Phone No.:** 804-519-3383

	COSTS
Annual Rate ***(Contractor shall be paid per monthly expenditure report. Monthly expenditure report to be submitted to Gila County by the 15th of the following month)***	$ Please see below: Cost plus $3.50 dispensing fee. Returns will be less dispensing fee. **Please see itemized pricing at the beginning of this section.**
TOTAL COST	Cost plus $3.50 dispensing fee. Return$ will be less the dispensing fee.

****All applicable taxes shall be included in proposed amount.**

Signature of Authorized Representative

Hunter Hoggatt
Printed Name

Vice President of Corrections
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Whatcom County Jail
   Contact: Wendy Jones, Chief of Corrections
   Phone: 360-676-6909
   Address: 311 Grand Avenue, Bellingham, WA 98225
   Job Description: Providing pharmaceutical services to correctional facility

2. **Company:** Indian River County Jail
   Contact: Emilie Enzmann, CFO
   Phone: 772-978-6301
   Address: 4055 41st Avenue, Vero Beach, FL 32960
   Job Description: Providing pharmaceutical services to correctional facility

3. **Company:** Cowlitz County Jail
   Contact: Chris Moses, Jail Captain
   Phone: 360-577-3094
   Address: 1935 1st Avenue, Longview, WA 98632
   Job Description: Providing pharmaceutical services to correctional facility

MAO Pharmacy, Inc., DBA Westwood Pharmacy
Name of Business

Signature of Authorized Representative

Hunter Hoggatt, Vice President of Corrections
Title

AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Hunter Hoggatt
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is Vice President of Corrections
(Title)

Of MAO Pharmacy, Inc., DBA Westwood Pharmacy and
(Name of Business)

That he or she is submitting a proposal on **PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL, RFP NO. 050420** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

MAO Pharmacy, Inc., DBA Westwood Pharmacy
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

MAO Pharmacy, Inc., DBA Westwood Pharmacy
Name of Business

By

Hunter Hoggatt, Vice President of Corrections
Title

PATRICIA NICOLE SHARP
NOTARY PUBLIC
REG. # 7652820
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 6/30/2023

Subscribed and sworn to before me this 18th day of June, 2020.

Notary Public

My Commission expires: 6/30/2023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Hunter Hoggatt, Vice President of Corrections

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached.

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL,** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES,** it is my intention to subcontract a portion of the work.

☑ **NO,** it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Hunter Hoggatt
Printed Name

Vice President of Corrections
Title

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 delivery of services.

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.

Signature of Authorized Representative

Hunter Hoggatt

Printed Name

Vice President of Corrections

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
REFERENCE LIST	✓
NO COLLUSION FORM	✓
CERTIFICATION REGARDING DEBARMENT	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER PAGE	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	JHH	JHH			
Date	6-17-20	6-22-20			

Signed and dated this 29 day of June, 2020

MAO Pharmacy, Inc., DBA Westwood Pharmacy
Contractor:

By: Hunter Hoggatt, Vice President

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before July 1, 2020, by 2:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

Contractor Submitting Proposal:

MAO Pharmacy, Inc., DBA Westwood Pharmacy
Company Name

5823 Patterson Avenue
Address

Richmond VA 23226
City State Zip

For clarification of this offer, contact:

Name: Hunter Hoggatt

Phone No.: 804-519-3383

Fax 804-288-1707

Email: hunter.hoggatt@westwoodpharmacy.com

Signature of Authorized Person to Sign

Hunter Hoggatt
Printed Name

Vice President of Corrections
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor MAO Pharmacy, Inc., DBA Westwood Pharmacy is now bound to provide the materials or services listed in RFP No.: 050420 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 050420**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2020.

GILA COUNTY BOARD OF SUPERVISORS:

_____

Woody Cline, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____

The Gila County Attorney's Office

CONTRACTOR:

_____

Authorized Signature

Hunter Hoggatt

Print Name

GILA COUNTY
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL
INVITATION FOR BID NO. 050420

ADDENDUM #1:
DATE: 6/17/2020

CLARIFICATIONS:

1. ***QUESTION:*** The RFP calls for delivery of items within four hours of order, thereby essentially eliminating national competition that can provide a vast amount of services at a much lower cost than a local provider. Is the intent to only award to a local provider?
   ANSWER: The delivery within four hours was for local vendors. For national vendors we would expect to get them the next day via UPS or FED EX. Of course, those meds ordered after cut off time would be the day after. No, the intent is not to award to a local provider.

2. ***QUESTION:*** Can you please share with me the name of the current vendor and how long they have had this contract? Is there an average monthly expenditure over the last contract period?
   ANSWER: For current contract information, please submit a Public Record's Request by going on the Gila County website at gilacountyaz.gov.

3. ***QUESTION:*** It states there is a drug list to price out but I do not see a list attached to the RFP. Can this list be added as an addendum?
   ANSWER: Please see attachment "A"

MEDICATION	STRENGTH	QUANITY
ABILIFY MAINTENA	400 MG INJECTION	EACH
ACETAMINOPHEN	500 MG	60
ACETAMINOPHEN	325 MG	60
ACYCLOVIR	400 MG	90
ALBUTEROL SUL HFA	90 MCG	EACH
ALENDRONATE SODIUM	35 MG	4
ALLOPURINOL	100 MG	60
ALOGLIPTIN BENZOATE	25 MG	30
AMIODARONE HCL	200 MG	60
AMITRIPTYLINE HCL	150 MG	30
AMLODIPINE BESYLATE	10 MG	30
AMLODIPINE BESYLATE	5 MG	30
ARIPIPRAZOLE	30 MG	30
ARIPIPRAZOLE	15 MG	30
ARIPIPRAZOLE	5 MG	30
ARIPIPRAZOLE	20 MG	30
ARIPIPRAZOLE	10 MG	30
ASPIRIN ADULT LOW STRENGTH	81 MG	30
ATENOLOL	25 MG	60
ATENOLOL	50 MG	30
ATENOLOL	100 MG	30
ATOMOXETINE	80 MG	30
ATOMOXETINE HCL	40 MG	30
ATORVASTATIN CALCIUM	20 MG	30
ATORVASTATIN CALCIUM	10 MG	30
ATORVASTATIN CALCIUM	80 MG	30
ATORVASTATIN CALCIUM	40 MG	30
ATRIPLA		30
ATROVENT HFA	17 MCG	EACH
BACLOFEN	10 MG	0
BACLOFEN	20 MG	60
BANOPHEN	25 MG	60
BENZTROPINE MESYLATE	2 MG	60
BENZTROPINE MESYLATE	1 MG	60
BUMEANIDE	0.5 MG	30
BUPROPION HCL ER (SR)	150 MG	30
BUPROPION HCL ER (SR)	200 MG	30
BUPROPION HCL ER (XL)	300 MG	30
BUPROPION XL	150 MG	30
BUSPIRONE	15 MG	90
BUSPIRONE	10 MG	90
BUSPIRONE HCL	30 MG	60
CALCIUM CARB	1250 MG	30
CARBAMAZEPINE	200 MG	60
CARVEDILOL	6.25 MG	60
CARVEDILOL	25 MG	60

CARVEDILOL	3.125 MG	60
CETIRIZINE	10 MG	30
CHLORTHALIDONE	50 MG	30
CHLORTHALIDONE	25MG	30
CHOLESTYRAMINE PACKET		60
CIPROFLOXACIN HCL	500 MG	30
CIPROFLOXACIN OTIC	0.20%	EACH
CITALOPRAM HYDROBROMIDE	40 MG	30
CITALOPRAM HYDROBROMIDE	10 MG	30
CLONIDINE HCL	0.1 MG	60
CLONIDINE HCL	0.2 MG	60
CLOPIDOGREL BISULFATE	75 MG	30
CLOTRIMAZOLE CREAM	1%	EACH
COLACE	50 MG	30
DIGITEK	0.25 MG	30
DIGOXIN	0.125 MG	30
DILTIAZEM ER	180 MG	60
DILTIAZEM ER	240 MG	30
DILT-XR	120 MG	60
DIPHENHYDRAMINE	50 MG	60
DIPHENHYDRAMINE	25 MG	90
DIVALPROEX SODIUM DR	250 MG	60
DIVALPROEX SODIUM DR	500 MG	60
DIVALPROEX SODIUM ER	500 MG	60
DOCUSATE CAL	240 MG	30
DOXYCLCLINE HYCLATE	100 MG	30
DULOLOX	100 MG	30
DULOXETINE	60 MG	60
DULOXETINE HCL	30 MG	30
ELIQUIS	5 MG	30
ERYTHROMYCIN OPTH	0.50%	EACH
ESCITALOPRAM OXALATE	10 MG	30
ESCITALOPRAM OXALATE	20 MG	30
ESCITALOPRAM OXALATE	5 MG	30
ESOMEPRAZOLE	40 MG	30
ESOMEPRAZOLE	20 MG	30
FAMOTIDINE	20 MG	60
FENOFIBRATE MICRONIZED	67 MG	30
FERROUS SULFATE	325 MG	30
FLOVENT HFA	110 MCG	EACH
FLUOXETINE HCL	20 MG	30
FLUOXETINE HCL	40 MG	30
FLUOXETINE HCL	10 MG	30
FLUPHENAZINE HCL	2.5 MG	30
FLUPHENAZINE HCL	5 MG	30
FLUPHENAZINE HCL	10 MG	30
FLUTICASONE/SALM DISKUS	250/50	EACH

FOLIC ACID	1 MG	30
FUROSEMIDE	40 MG	30
FUROSIMIDE	20 MG	30
GABAPENTIN	600 MG	60
GABAPENTIN	300 MG	60
GABAPENTIN	100 MG	60
GEMFIBROZIL	600 MG	60
GENVOYA		30
GLIPIZIDE	10 MG	60
GLIPIZIDE	5 MG	60
GUAIFENESIN	200 MG	60
GUANFACINE ER	1MG	30
HALOPERIDOL	5 MG	30
HALOPERIDOL	10 MG	30
HALOPERIDOL DECONATE	50 MG/ML	EACH
HUMALOG	100/ML	EACH
HUMULIN N	U-500	EACH
HYDROCHLOROTHIAZIDE	25 MG	30
HYDROCORTIZONE CREAM	1%	EACH
HYDROXYZINE HCL	25 MG	60
HYDROXYZINE HCL	50 MG	60
HYDROXYZINE PAMOATE	25 MG	30
HYDROXYZINE PAMOATE	50 MG	30
IBUUPROFEN	200 MG	60
IBUUPROFEN	400 MG	60
IBUUPROFEN	600 MG	60
IBUUPROFEN	800 MG	60
INVEGA SUST	156 MG/ML INJECTION	EACH
INVEGA SUST	234 MG/1.5 ML INJECTION	EACH
JANUVIA	100 MG	30
KETOCONAZOLE SHAMPOO	2%	EACH
K-TAB	8 MEQ	30
LACTULOSE SOLUTION	10 GM/15	1
LAMOTRIGINE	25 MG	60
LAMOTRIGINE	100 MG	30
LAMOTRIGINE	200 MG	30
LAMOTRIGINE CHEW	25 MG	60
LAMOTRIGINE ER	50 MG	30
LANTUS	100/ML	EACH
LATUDA	40 MG	30
LATUDA	20 MG	30
LEVEMIR INSULIN		30
LEVETIRACETAM	500 MG	60
LEVETIRACETAM	750 MG	60
LEVETIRACETAM	1000 MG	60
LEVOTHYROXINE SODIUM	137 MCG	30
LEVOTHYROXINE SODIUM	25 MCG	30

LEVOTHYROXINE SODIUM	75 MCG	30
LEVOTHYROXINE SODIUM	100 MCG	30
LEVOTHYROXINE SODIUM	150 MCG	30
LIOTHYRONINE SODIUM	25 MCG	30
LISINOPRIL	20 MG	30
LISINOPRIL	40 MG	30
LISINOPRIL	2.5 MG	30
LISINOPRIL	5 MG	30
LISINOPRIL	30 MG	30
LISINOPRIL	10 MG	30
LISINOPRIL/HCTZ	10-12.5 MG	30
LITHIUM CARB	150 MG	60
LITHIUM CARB	300 MG	60
LITHIUM CARBONATE ER	300 MG	60
LOPERAMIDE HCL	2 MG	60
LORATADINE	10 MG	30
LOSARTAIN POTASSIUM/HCTZ	100/25	30
MELOXICAM	15 MG	30
MELOXICAM	7.5 MG	30
MEMANTINE HCL	5 MG	30
MEMANTINE HCL	10 MG	30
METFORMN HCL	500 MG	60
METFORMN HCL	1000 MG	60
METHOTREXATE	2.5 MG	30
METHYLPHENIDATE HCL	10 MG	30
METHYLPHENIDATE HCL	20 MG	30
METOPROLOL SUCCINATE ER	50 MG	30
METOPROLOL SUCCINATE ER	25 MG	30
METOPROLOL TARTRATE	25 MG	30
METOPROLOL TARTRATE	50 MG	30
MIRTAZAPINE	15 MG	30
MIRTAZAPINE	30 MG	30
MONTELUKAST SODIUM	10 MG	30
MOXIFLOXACIN EYE	0.50%	EACH
MULTIVITAMIN		30
MUPIROCIN OINT	2%	EACH
MYCOPHENOLATE MOFETIL	250 MG	60
NALTREXONE HCL	50 MG	30
NAPROXEN	500 MG	60
NAPROXEN	375 MG	30
NEOMYCIN-POLYMYXIN-HC	1%	EACH
NIZORAL A-D SHAMPOO	1%	EACH
NOVOLOG	100/ML	EACH
OLANZAPINE	7.5 MG	30
OLANZAPINE	5 MG	30
OLANZAPINE	10 MG	30
OLANZAPINE	20 MG	30

OLANZAPINE	2.5 MG	30
OMEPRAZOLE	20 MG	30
OMEPRAZOLE	40 MG	30
ONDANSETRON HCL	4 mg	30
ONDANSETRON HCL	8 MG	30
OXCARBAZEPINE	150	60
OXCARBAZEPINE	300 MG	60
OXCARBAZEPINE	600 MG	60
OXYBUTYNIN CHLORIDE	5 MG	60
OXYBUTYNIN ER	10 MG	30
PALIPERIDONE ER	6 MG	30
PANTOPRAZOLE	20 MG	30
PANTOPRAZOLE	40 MG	30
PAROXETINE	30 MG	30
PAROXETINE HCL	20 MG	30
PERPHENAZINE	4 MG	60
PHENYTOIN	100 MG	60
POTASSIUM CHLORIDE	20 MEQ	30
POTASSIUM CHLORIDE ER	10 MEQ	30
POTASSIUM CHLORIDE ER	20 MEQ	30
PRADAXA	150 MG	60
PRAVASTATIN SODIUM	40 MG	30
PRAZOSIN	1 MG	30
PRAZOSIN	2 MG	30
PREDNISOLONE ACETATE	1%	EACH
PREDNISONE	10 MG	30
PREDNISONE	5 MG	30
PRENATAL VITAMIN		30
PROPRANOLOL HCL	20 MG	60
PROPRANOLOL HCL	40 MG	60
PROPRANOLOL HCL	10 MG	60
PYRIDOXINE HCL	25 MG	30
QUETIAPINE FUMARATE	25 MG	60
QUETIAPINE FUMARATE	100 MG	30
QUETIAPINE FUMARATE	300 MG	30
QUETIAPINE FUMARATE	200 MG	60
QUETIAPINE FUMARATE	400 MG	30
QUETIAPINE FUMARATE	50 MG	30
QUINAPRIL HCL	40 MG	30
RISPERIDONE	2 MG	30
RISPERIDONE	0.5 MG	30
RISPERIDONE	1 MG	30
RISPERIDONE	3 MG	30
ROPINIROLE HCL	1 MG	30
SELENIUM SULFIDE LOTION	2.50%	EACH
SERTRALINE HCL	100 MG	30
SERTRALINE HCL	25 MG	30

SERTRALINE HCL	50 MG	30
SIMVASTATIN	5 MG	30
SIMVASTATIN	40 MG	30
SPIRIVA		30
SPIRONOLACTONE	25 MG	30
SPIRONOLACTONE	50 MG	30
SYMBICORT AER	80-4.5	EACH
TACROLIMUS	1 MG	60
TAMSULOSIN HCL	0.4MG	30
TERAZOSIN HCL	1 MG	30
THIOTHIXENE	5 MG	60
TOBREX OP OINT	0.30%	EACH
TOLAFTATE CREAM	1%	EACH
TOPIRAMATE	50 MG	60
TOPIRAMATE	100 MG	60
TORSEMIDE	20 MG	60
TORSEMIDE	10 MG	60
TRAZODONE HCL	100 MG	30
TRAZODONE HCL	50 MG	30
TRIAMCINOLONE ACETONIDE		EACH
VALACYCLOVIR HCL	1 GM	30
VENLAFAXINE HCL	75 MG	30
VENLAFAXINE HCL ER	37.5 MG	30
VENLAFAXINE HCL ER	75 MG	30
VENLAFAXINE HCL ER	150 MG	30
VENTOLIN HFA INHALER		EACH
VITAMIN D 3	2000 UNIT	30
VITAMIN B-1	100 MG	30
VITAMIN D 3	50000 UNITS	30
WARFARIN SODIUM	5 MG	30
WARFARIN SODIUM	7.5 MG	30
ZIPRASIDONE HCL	20 MG	60
ZIPRASIDONE HCL	60 MG	60
ZIPRASIDONE HCL	80 MG	60
ZOSTRIX HP CREAM	0.10%	EACH

GILA COUNTY
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL
INVITATION FOR BID NO. 050420
ADDENDUM #2:
DATE: 6/22/2020

CLARIFICATIONS:

1. ***QUESTION:*** Regarding Page 4 of the RFP – SCOPE OF WORK, are bidders to provide a narrative response to each of those mandatory bullet points or shall bidders simply note in the cover letter that they comply with all of those stipulated requirements?
   ANSWER: *Bidders can note that they comply with the requirements in the cover letter. Any documentation that can serve as proof is recommended.*

2. ***QUESTION:*** Regarding Page 5 of the RFP – MINIMUM STATUS QUALIFICATIONS, are bidders to provide a narrative response to each of those three bullets points when submitting their response?
   ANSWER: *A narrative response is recommended for qualifications along with any documentation as proof.*

3. ***QUESTION:*** Beginning on Page 10 of the RFP, there are 19 listed GENERAL CONDITIONS of the RFP. Are bidders required to provide a response to each of these items or an acknowledgement of acceptance of each condition as part of their RFP response?
   ANSWER: *An acknowledgement of acceptance would be acceptable.*

4. ***QUESTION:*** In order to understand the perspective of each individual on the evaluation committee, can you please share the name and title of each person that will be involved in the selection process? Will a final decision be made by an evaluation committee or will the committee provide a ***recommendation*** to a final decision maker? If so, who is the final decision maker regarding an award?
   ANSWER: *The group that will evaluate the bids has not been selected yet but will most likely consist of three to four people- myself (Justin Solberg) and Penni Padgett will be a part of that process. Others have not yet been determined. The group will make the determination of who will be awarded and it will then go before the Board of Supervisors for approval.*

5. ***QUESTION:*** What type of medication packaging (blister cards, vials, strips, other) do you currently use? Do you wish to keep the same packaging system?
   ANSWER: *Blister cards are currently used, and we would prefer to stay with them.*

6. ***QUESTION:*** Will GCD require bidders to submit the name of their wholesaler and copy of the wholesaler's license in the state of Arizona that they will subcontract with for stock distribution in order to remain in regulatory compliance? Will a bidder's failure to provide proof of compliance with regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-compliant and therefore ineligible for an award?
   ANSWER: *Yes, to both questions.*

7. ***QUESTION:*** Will GCD require bidders at the time of proposal submittal to submit the name and FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services if stock is provided in blister cards in order to remain in regulatory compliance? Will a bidder's failure to provide proof of compliance with regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-compliant and therefore ineligible to receive an award?
   ANSWER: *Yes, to both questions.*

8. ***QUESTION:*** Does GCD currently use an electronic prescription order entry and eMAR system that is provided by your pharmacy vendor at no additional cost? If so, what is the name of the system? If so, is it used for eMAR purposes? If not, would you find value in adding a requirement to your current solicitation for bidders to provide a solution for electronic prescription order entry and eMAR?
   ANSWER: *Yes, order entry is done through CorEMR. Yes it is used for eMAR purpose.*

9. ***QUESTION:*** Does GCD currently use a barcode electronic order reconciliation and medication return management system that is provided by your pharmacy vendor at no additional cost? If not, would you find value in adding this requirement to your current solicitation for bidders to provide a solution for electronic inventory management?
   ANSWER: *No, we do not currently use a barcode electronic order reconciliation. No, at this time we do not feel this would add value to the requirement for current solicitation.*

10. ***QUESTION:*** Does GCD currently have access to an online reporting dashboard to access meaningful and accurate reporting 24/7/365 that is provided by your pharmacy vendor at no additional cost? If not, would you find value in adding this requirement to your current solicitation so your facility-level staff and administrators can access online reports?
    ANSWER: *Yes, we have access to an online reporting dashboard.*

11. ***QUESTION:*** Does GCD currently use an electronic health record (EHR)/electronic medical record (EMR) system? If so, what is the name of the system? If so, is the system also used for eMAR purposes?
    ANSWER: *Yes,* CorEMR. Yes, used for eMAR.

12. ***QUESTION:*** What are the main challenges or issues for GCD regarding your current medication dispensing and pharmacy management program? If there are no challenges or issues, what are some areas in which you believe improvements can be made or value added?
ANSWER: *Currently, we have no challenges with our current system.*

SECTION 3:

Appendices

MAOPH-1

OP ID: SS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliance Insurance LLC.
8501 Mayland Drive, Suite 108
Richmond, VA 23294
Edward G. Slate
804-285-7400

CONTACT NAME: Edward G. Slate
PHONE (A/C, No, Ext): 804-285-7400 FAX (A/C, No): 804-285-5545
E-MAIL ADDRESS: gslate@allianceinsurancerva.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance	18988
INSURER B : Chubb Group of Insurance Co.	10052
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MAO Pharmacy Inc
Westwood Pharmacy - Westwood
Pharmacy Clinical Services
5823 Patterson Avenue
Richmond, VA 23226

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		TPP43561530	01/01/2020	01/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Professional Liab			TPP43561530	01/01/2020	01/01/2021	MED EXP (Any one person)	$ 15,000
	X Contractual Liab			TPP43561530	01/01/2020	01/01/2021	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LiquorLia	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			51-561530-00	01/01/2020	01/01/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			TPP43561530	01/01/2020	01/01/2021	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		43088740	01/01/2020	01/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	ForeFrontPortfolio			8248-8664	01/01/2020	01/01/2021	EPLI	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"The County of Gila AZ shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

CERTIFICATE HOLDER

THECOUN

The County of Gila AZ

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ARIZONA STATE BOARD OF PHARMACY
P.O. Box 18520 Phoenix, AZ 85005
602-771-ASBP (2727)
FAX: 602-771-2749
http://www.azpharmacy.gov

Receipt Date: 10/29/2018
Receipt Number: 201852099
Receipt Amount $: 480.00

Pharmacy

Closed Door,Long Term Care,Mail Order

PERMIT NO
Y005386

EXPIRES
10/31/2020

Issued to : Westwood Pharmacy Clinical Services
MAO Pharmacy Inc.
5823 PATTERSON AVENUE
RICHMOND, VA 23226

Westwood Pharmacy Clinical Services
8905 THREE CHOPT RD.
HENRICO, VA 23229

EXECUTIVE DIRECTOR

ARIZONA STATE BOARD OF PHARMACY
P.O. Box 18520
Phoenix, AZ 85005
602-771-ASBP (2727)
FAX: 602-771-2749

WALLET CARD

NAME : MAO Pharmacy Inc.
LICENSE NUMBER : Y005386
EXPIRES : 10/31/2020

http://www.azpharmacy.gov

- **Your license must be available for inspections during business hours.**
- **Permit holder(s) must display permit in the location to which it is issued.**
- **Please note it is your responsibility to keep this license/permit current.**

Important Information

LICENSE HOLDER (pharmacist, intern, technician, technician-trainee)

• Holder of this license number, printed above, is authorized in accordance with A.A.C. R4-23-201(A), A.A.C. R4-23-301(A) or A.A.C R4-23-1101(A), to perform the duties associated within their profession. By holding this license, the licensee agrees to comply with state & federal law.

• You are required by law to notify the Board of any home address and/or employment change within 10 business days

PERMIT HOLDER (pharmacy, non-prescription retailer (OTC), wholesale, manufacture, CMG, DME)

• Holder of this permit number, printed above, is authorized to conduct business according to the classification specified in A.R.S. § 32-1908(A); A.A.C. R4-23-601 and A.A.C. R4-23-607. By holding this permit, the permittee agrees to comply with state & federal law

• In-state pharmacy, wholesaler & manufacture permit holder(s) who plan to remodel or move locations, must submit a change-of-location/remodel form within 30 days prior to move/remodel. In-state non-prescription (OTC), compressed medical gas (CMG) & DME providers who plan to move locations must notify the board within 10 business days of move.

• Out-of-State permit holders must notify the Board of location changes, in writing, within 10 business days of move. A revised copy of your state permit shall be submitted to the Board, when available.

• Permits are non-transferable. Ownership changes of more than 30% require that a new application be submitted to the Board.

10000596.2/000667-1/1-8

1:3
3/656

WESTWOOD PHARMACY CLINICAL SR
8905 THREE CHOPT RD
HENRICO, VA 23229-0000

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BW8897829	05-31-2022	$731
SCHEDULES	**BUSINESS ACTIVITY**	**ISSUE DATE**
2,2N, 3,3N,4,5	RETAIL PHARMACY	04-03-2019

WESTWOOD PHARMACY CLINICAL SR
8905 THREE CHOPT RD
HENRICO, VA 23229-0000

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BW8897829	05-31-2022	$731
SCHEDULES	**BUSINESS ACTIVITY**	**ISSUE DATE**
2,2N, 3,3N,4,5	RETAIL PHARMACY	04-03-2019

WESTWOOD PHARMACY CLINICAL SR
8905 THREE CHOPT RD
HENRICO, VA 23229-0000

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BW8897829	05-31-2022	$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	RETAIL PHARMACY	04-03-2019

WESTWOOD PHARMACY CLINICAL SR
8905 THREE CHOPT RD
HENRICO, VA 23229-0000

CONTROLLED SUBSTANCE/REGULATED CHEMICAL
REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223/511 (9/2016)

REPORT

CHANGES

PROMPTLY

REQUESTING MODIFICATIONS TO YOUR
REGISTRATION CERTIFICATE

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at **deadiversion.usdoj.gov** - or
2. call our customer Service Center at **1-(800) 882-9539** - or
3. submit your change(s) in writing to:

Drug Enforcement Administration
P.O. Box 2639
Springfield, VA 22152-2639

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

You have been registered to handle the following chemical/drug codes:

LISTING OF SECURITY FEATURES ON REVERSE SIDE

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF HEALTH PROFESSIONS

David E. Brown, D.C., Director

Caroline D. Juran
Executive Director
(804) 367-4456

9960 Mayland Drive, Suite 300
Henrico, VA 23233-1463
www.dhp.virginia.gov/pharmacy

BOARD OF PHARMACY

Pharmacy Permit

WESTWOOD PHARMACY CLINICAL SERVICES

8905 Three Chopt Rd
Henrico VA 23229

Number
0201003985

Pharmacist in Charge
SHUBHRO PAL
0202204649

To verify the status of this registration, visit our website www.dhp.virginia.gov, which is a primary source verification of the credential issued by the Commonwealth of Virginia. To File a Complaint About a Licensee, Call: 1-800-533-1560

Microprinting	- Micro-printed text appears as a solid or jagged line when copied and is not readable under magnification.
Security Box	- The word "ORIGINAL DOCUMENT" in white in a light screen tint box on back. When copied the screen tint disappears, therefore, the "ORIGINAL DOCUMENT" verbiage no longer appears.
Warning Verbiage	- Alerts handler that the document contains security features.

LISTING OF SECURITY FEATURES ON REVERSE SIDE

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF HEALTH PROFESSIONS

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Caroline D. Juran
Executive Director
(804) 367-4456

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Henrico, VA 23233-1463
www.dhp.virginia.gov/pharmacy

BOARD OF PHARMACY

Pharmacist License

SHUBHRO PAL

Issued
07/10/2000

Number
0202204649

To verify the status of this license, visit our website www.dhp.virginia.gov, which is a primary source verification of the credential issued by the Commonwealth of Virginia. To File a Complaint About a Licensee, Call: 1-800-533-1560.

when copied and is not readable under magnification.

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LISTING OF SECURITY FEATURES ON REVERSE SIDE

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF HEALTH PROFESSIONS

David E. Brown, D.C., Director

Caroline D. Juran
Executive Director
(804) 367-4456

9960 Mayland Drive, Suite 300
Henrico, VA 23233-1463
www.dhp.virginia.gov/pharmacy

BOARD OF PHARMACY

Pharmacist License

Shannon M. Dowdy

Issued
06/26/2003

Number
0202206202

To verify the status of this license, visit our website www.dhp.virginia.gov, which is a primary source verification of the credential issued by the Commonwealth of Virginia. To File a Complaint About a Licensee, Call: 1-800-533-1560.

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Warning Verbiage	- Alerts handler that the document contains security features.

Pharmacy Services for Gila County Detention Medical
RFP# 050420

July 1, 2020

Submitted to:
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Gila County Finance Department
Copper Building
1400 East Ash Street
Globe, Arizona 85501

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Tab 1. Transmittal Letter & Required Forms

GILA COUNTY

REQUEST FOR PROPOSALS NO. 050420

PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Woody Cline, Chairman
Tommie C. Martin, Member
Tim Humphrey, Member

COUNTY MANAGER
James Menlove

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   Diamond Drugs, Inc. d/b/a Diamond Pharmacy Services
   645 Kolter Drive
   Indiana PA 15701

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___X___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___X___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____Yes ___X___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractor.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. Gila County reserves the right to request additional information.

Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** n/a
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** Pharmacy License Y003407
(If Applicable)

Signature of Authorized Representative

LouAnn Bowser
Printed Name

Chief Financial Officer
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL.

Contractor Name: Diamond Drugs, Inc. **Phone No.:** 800-882-6337

	COSTS
Annual Rate ***(Contractor shall be paid per monthly expenditure report. Monthly expenditure report to be submitted to Gila County by the 15th of the following month)***	$ _____ Option 1 is AWP less 22% for brand medications and AWP less 93% on generic medications. Option 2 is cost plus 10% plus a dispensing fee of $3.49 for both brand and generic medications. Please see our bid sheet for complete pricing details.
TOTAL COST	Determined by prescription orders as written by your healthcare provders. $ _____

****All applicable taxes shall be included in proposed amount.**

Signature of Authorized Representative

LouAnn Bowser
Printed Name

Chief Financial Officer
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Marana Community Correctional Treatment Facility
   Contact: Marissa Gonzalez, HSA
   Phone: 520-616-4569
   Address: 12610 West Silverbell Road, Marana AZ 85653
   Job Description: Pharmaceutical Services

2. **Company:** Maricopa County Correctional Health Services
   Contact: Mary Jo Lugo, LPN, CCHP
   Phone: 602-876-7124
   Address: 301 W. Jefferson Street, Phoenix, AZ 85003
   Job Description: Pharmaceutical Services

3. **Company:** Southeast Mesa Juvenile Detention Facility
   Contact: Dr. Chantay Banikarium
   Phone: 602-506-2656 chaban@juvenile.maricopa.gov
   Address: 1810 South Lewis Drive, Mesa AZ 85210
   Job Description: Pharmaceutical Services

Diamond Drugs, Inc.
Name of Business

LouAnn Bowser
Signature of Authorized Representative

Chief Financial Officer
Title

AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ~~ARIZONA~~ Pennsylvania)
)ss
COUNTY OF ~~GILA~~ Indiana)

LouAnn Bowser
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is Chief Financial Officer
(Title)

Of Diamond Drugs, Inc. and
(Name of Business)

That he or she is submitting a proposal on **PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL, RFP NO. 050420** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

Diamond Drugs, Inc.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

Diamond Drugs, Inc.
Name of Business

LouAnn Bowser
By

Chief Financial Officer
Title

Subscribed and sworn to before me this 29 day of June, 2020.

Denise D. Gromley
Notary Public

My Commission expires:

Commonwealth of Pennsylvania
Notarial Seal
DENISE D GROMLEY – Notary Public
WHITE TWP, INDIANA COUNTY
My Commission Expires Apr 23, 2021

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

LouAnn Bowser, Chief Financial Officer

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached.

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL,** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES**, it is my intention to subcontract a portion of the work.

☒ **NO**, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

LouAnn Bowser

Printed Name

Chief Financial Officer

Title

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 delivery of services.

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.

Lou Ann Bowser

Signature of Authorized Representative

LouAnn Bowser

Printed Name

Chief Financial Officer

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	X
PRICE SHEET	X
REFERENCE LIST	X
NO COLLUSION FORM	X
CERTIFICATION REGARDING DEBARMENT	X
INTENTIONS IN SUBCONTRACTING	X
LEGAL ARIZONA WORKERS ACT COMPLIANCE	X
CHECKLIST & ADDENDA ACKNOWLEDGMENT	X
OFFER PAGE	X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	lab	lab			
Date	6/17	6/22			

Signed and dated this _____ day of June, 2020

Diamond Drugs, Inc.
Contractor:

By: Paul Bawden, CFO

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before July 1, 2020, by 2:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

Contractor Submitting Proposal:

Diamond Drugs, Inc.
Company Name

645 Kolter Drive
Address

Indiana PA 15701
City State Zip

For clarification of this offer, contact:

Name: Jeff DiGiorgio, R.Ph

Phone No.: 724-349-1111 et 1049

Fax 724-599-3509

Email: proposal@diamondpharmacy.com

Signature of Authorized Person to Sign

LouAnn Bowser
Printed Name

Chief Financial Officer
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 050420 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 050420**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2020.

GILA COUNTY BOARD OF SUPERVISORS:

_____

Woody Cline, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____

The Gila County Attorney's Office

CONTRACTOR:

_____

Authorized Signature

_____

Print Name

Gila County Jail, AZ
Attachment "A" - AWP Option

Medication	Qty	Diamond Price
Abilify Maint 400mg Syrin	1	$2,129.15
Acetaminophen 500mg Tab	60	$6.44
Acetaminophen 325mg Tab	60	$6.27
Acyclovir 400mg Tablet	90	$11.29
Albuterol HFA Inhaler	8.5	$45.35
Alendronate 35mg Tablet	4	$5.74
Allopurinol 100mg Tablet	60	$8.42
Alogliptin 25mg Tablet	30	$374.56
Amiodarone 200mg Tablet	60	$14.20
Amitriptyline 150mgTablet	30	$36.85
amLODIPine 10mg Tablet	30	$5.00
amLODIPine 5mg Tablet	30	$3.64
Aripiprazole 30mg Tablet	30	$54.49
Aripiprazole 15mg Tablet	30	$38.53
Aripiprazole 5mg Tablet	30	$38.53
Aripiprazole 20mg Tab	30	$54.49
Aripiprazole 10mg Tablet	30	$38.53
Aspir-low 81mg EC Tablet	30	$6.10
Atenolol 25mg Tablet	60	$3.26
Atenolol 50mg Tablet	30	$1.66
Atenolol 100mg Tablet	30	$2.50
Atomoxetine 80mg Capsule	30	$63.95
Atomoxetine 40mg Capsule	30	$60.86
Atorvastatin 20mg Tablet	30	$12.11
Atorvastatin 10mg Tablet	30	$8.49
Atorvastatin 80mg Tablet	30	$12.12
Atorvastatin 40mg Tablet	30	$12.12
Atripla 600-200-300mg Tab	30	$2,903.33
Atrovent HFA Inhaler	12.9	$403.97
Baclofen 10mg Tablet	0	$0.00
Baclofen 20mg Tablet	60	$14.75
DiphenhydrAMINE 25mg Cap	60	$6.69
Benztropine 2mg Tablet	60	$9.85
Benztropine 1mg Tablet	60	$11.34
Bumetanide 0.5mg Tablet	30	$16.20
buPROPion-SR 150mg Tab	30	$4.07
BuPROPion-SR 200mg Tab	30	$7.54
buPROPion XL 300mg Tablet	30	$13.22
buPROPion-XL 150mg Tablet	30	$10.02
BusPIRone 15mg Tablet	90	$11.67
BusPIRone 10mg Tablet	90	$8.01
BusPIRone 30mg Tablet	60	$15.26
Calcium Carb 648mg Tab	30	$6.18
carBAMazepine 200mg Tab	60	$20.09
Carvedilol 12.5mg Tablet	60	$8.97
Carvedilol 25mg Tablet	60	$8.97

Gila County Jail, AZ
Attachment "A" - AWP Option

Medication	Qty	Diamond Price
Carvedilol 3.125mg Tab	60	$8.97
Cetirizine 10mg Tab	30	$7.06
Chlorthalidone 50mg Tab	30	$25.54
Chlorthalidone 25mg Tab	30	$14.97
Cholestyramine Packet	60	$87.34
Ciprofloxacin 500mg Tab	30	$6.42
Ciprofloxacin 0.2% Otic	14	$80.98
Citalopram 40mg Tablet	30	$5.58
Citalopram 10mg Tablet	30	$5.16
cloNIDine 0.1mg Tablet	60	$1.07
CloNIDine 0.2mg Tablet	60	$7.74
Clopidogrel 75mg Tablet	30	$14.62
Clotrimazole 1% Cream	28	$7.75
Colace Clear 50mg Caps	30	$14.26
Digoxin 0.25mg Tablet	30	$11.86
Digoxin 0.125mg Tablet	30	$3.99
Diltiazem ER 180mg Cap	60	$20.79
Diltiazem CD 240mg Caps	30	$11.84
Diltiazem ER 120mg Cap	60	$19.22
DiphenhydrAMINE 50mg Cap	60	$6.75
DiphenhydrAMINE 25mg Cap	90	$7.07
Divalproex DR 250mg Tab	60	$7.32
Divalproex DR 500mg Tab	60	$13.50
Divalproex *ER24* 500mg T	60	$17.11
Docusate Calc. 240mg Caps	30	$7.64
Doxycycline Hyc 100mg Cap	30	$11.62
Docusate Sod 100mg Cap	30	$6.41
Duloxetine 60mg DR Cap	60	$32.98
Duloxetine 30mg DR Cap	30	$15.84
Eliquis 5mg Tablet	30	$233.71
Erythromycin Ophth Oint	3.5	$12.73
Escitalopram 10mg Tablet	30	$9.09
Escitalopram 20mg Tablet	30	$9.49
Escitalopram 5mg Tablet	30	$8.71
Esomeprazole 40mg Capsule	30	$17.90
Esomeprazole 20mg Capsule	30	$12.75
Famotidine 20mg Tablet	60	$10.17
Fenofibrate 67mg Capsule	30	$10.65
Ferrous Sulfate 325mg Tab	30	$6.14
Flovent HFA 110mcg Inh	12	$241.59
FLUoxetine 20mg Capsule	30	$5.49
FLUoxetine 40mg Capsule	30	$10.69
FLUoxetine 10mg Capsule	30	$5.35
fluPHENAZine 2.5mg Tablet	30	$148.23
fluPHENAZine 5mg Tablet	30	$198.45
FluPHENAZine 10mg Tablet	30	$241.75

Gila County Jail, AZ
Attachment "A" - AWP Option

Medication	Qty	Diamond Price
Wixela Inh 250/50mcg Aer	60	$147.34
Folic Acid 1mg Tablet	30	$6.63
Furosemide 40mg Tablet	30	$6.79
Furosemide 20mg Tablet	30	$6.61
Gabapentin 600mg Tablet	60	$10.61
Gabapentin 300mg Capsule	60	$5.59
Gabapentin 100mg Capsule	60	$2.24
Gemfibrozil 600mg Tablet	60	$9.72
Genvoya Caplet	30	$3,139.01
glipiZIDE 10mg Tablet	60	$2.38
glipiZIDE 5mg Tablet	60	$1.33
guaiFENesin 200mg Tablet	60	$7.38
Guanfacine 1mg ER Tab	30	$22.03
Haloperidol 5mg Tablets	30	$18.02
Haloperidol 10mg Tablet	30	$22.22
Haloperidol Dec 50mg/ml	1	$19.59
NovoLOG 100/ml Vial	10	$173.62
NovoLIN N 100unit/ml Vi	10	$82.62
HCTZ 25mg Tablet	30	$6.19
Hydrocortisone 1% Cream	28.4	$7.22
HydrOXYzine HCl 25mg Tab	60	$3.84
HydrOXYzine HCl 50mg Tab	60	$4.42
HydrOXYzine Pam 25mg Cap	30	$7.27
HydrOXYzine Pam 50mg Cap	30	$7.69
Ibuprofen 200mg Tablet	60	$6.64
Ibuprofen 400mg Tablet	60	$8.10
Ibuprofen 600mg Tablet	60	$8.21
Ibuprofen 800mg Tablet	60	$3.38
Invega Sustenna 156mg/ml	1	$1,814.54
Invega Sust 234/1.5 Inj	1.5	$2,718.77
Januvia 100mg Tablet	30	$463.92
Ketoconazole 2% Shampoo	120	$11.60
Potassium Cl 8meq ER Tab	30	$10.06
Lactulose 10gm/15ml Sol	473	$13.00
lamoTRIgine 25mg Tablet	60	$13.83
LamoTRIgine 100mg Tab	30	$10.91
lamoTRIgine 200mg TAB	30	$11.87
LamoTRIgine 25mg Chew Tab	60	$13.43
Lamotrigine ER 50mg Tab	30	$39.83
Lantus (insulin Glargin)	10	$265.41
Latuda 40mg Tablet	30	$1,201.26
Latuda 20mg Tablet	30	$1,201.26
Levemir 100 Units/ml Vial	10	$288.42
LevETIRAcetam 500mg Tab	60	$14.76
LevETIRAcetam 750mg Tab	60	$20.00
LevETIRAcetam 1,000mg Tab	60	$29.55

Gila County Jail, AZ
Attachment "A" - AWP Option

Medication	Qty	Diamond Price
Levothyroxine 137mcg Tab	30	$17.02
Levothyroxine 25mcg Tab	30	$14.27
Levothyroxine 75mcg Tab	30	$15.49
Levothyroxine 100mcg Tab	30	$16.12
Levothyroxine 150mcg Tab	30	$18.10
Liothyronine 25mcg Tab	30	$27.00
Lisinopril 20mg Tablet	30	$2.21
Lisinopril 40mg Tablet	30	$3.24
Lisinopril 2.5mg Tablet	30	$1.35
Lisinopril 5mg Tablet	30	$2.00
Lisinopril 30mg Tablet	30	$3.13
Lisinopril 10mg Tablet	30	$2.07
Lisinop-HCTZ 10/12.5mgTab	30	$2.35
Lithium Carb *150mg* Cap	60	$8.63
Lithium Carb 300mg Caps	60	$7.40
Lithium Carb ER 300mg Tab	60	$11.33
Anti-Diarrheal 2mg Caplet	60	$7.31
Loratadine 10mg Tablet	30	$7.06
Losartan/Hctz 100-25 Tab	30	$7.16
Meloxicam 15mg Tablet	30	$10.17
Meloxicam 7.5mg Tab	30	$6.65
Memantine 5mg Tablet	30	$12.79
Memantine 10mg Tablet	30	$12.80
metFORMIN 500mg Tablet	60	$2.94
metFORMIN 1,000mg Tab	60	$7.34
Methotrexate 2.5mg Tablet	30	$14.47
Methylphenidate 10mg Tab	30	$11.79
Methylphenidate 20mg Tab	30	$9.75
Metoprolol ER 50mg Tablet	30	$8.92
Metoprolol ER 25mg Tablet	30	$2.58
Metoprolol 25mg Tablet	30	$6.66
Metoprolol 50mg Tablet	30	$1.14
Mirtazapine 15mg Tablet	30	$5.67
Mirtazapine 30mg Tablet	30	$5.81
Montelukast 10mg Tablet	30	$10.03
Moxifloxacin 0.5% Opt Sol	3	$20.55
One-daily Multi Vitamins	30	$6.12
Mupirocin 2% Ointment	22	$9.04
Mycophenolate 250mg Caps	60	$16.48
Naltrexone 50mg Tablet	30	$24.39
Naproxen 500mg Tablet	60	$5.01
Naproxen 375mg Tablet	30	$2.05
Neo/Poly/HC Otic EAR Sol.	10	$33.01
Nizoral A-D 1% Shampoo	200	$16.72
NovoLOG 100/ml Vial	10	$173.62
Olanzapine 7.5mg Tablet	30	$19.30

Gila County Jail, AZ
Attachment "A" - AWP Option

Medication	Qty	Diamond Price
Olanzapine 5mg Tablet	30	$15.86
Olanzapine 10mg Tablet	30	$23.90
Olanzapine 20mg Tablet	30	$47.80
Olanzapine 2.5mg Tablet	30	$13.44
Omeprazole 20mg Capsule	30	$7.08
Omeprazole 40mg Capsule	30	$14.05
Ondansetron 4mg Tablet	30	$50.82
Ondansetron 8mg Tablet	30	$36.27
OXcarbazepine 150mg Tab	60	$12.03
OXcarbazepine 300mg Tab	60	$11.03
OXcarbazepine 600mg Tab	60	$20.27
Oxybutynin 5mg Tablet	60	$10.16
Oxybutynin-ER 10mg Tab	30	$6.90
Paliperidone ER 6mg Tab	30	$243.67
Pantoprazole 20mg Tablet	30	$22.66
Pantoprazole 40mg Tablet	30	$8.52
PARoxetine 30mg Tablet	30	$5.91
PARoxetine 20mg Tablet	30	$5.74
Perphenazine 4mg Tablet	60	$26.27
Phenytoin ER 100mg Cap	60	$18.81
Potassium Cl 20meq ER Tab	30	$12.08
Potassium Cl 10mEq Tab	30	$9.08
Potassium Cl 20meq ER Tab	30	$12.08
Pradaxa 150mg Capsule	60	$429.24
Pravastatin 40mg Tablet	30	$10.07
Prazosin 1mg Capsule	30	$13.36
Prazosin 2mg Capsule	30	$13.98
Prednisolone Ac 1% Opl	5	$33.73
PredniSONE 10mg Tablet	30	$7.67
PredniSONE 5mg Tablet	30	$8.83
Prenatal Plus LowFeTablet	30	$8.01
Propranolol 20mg Tablet	60	$12.38
Propranolol 40mg Tablet	60	$12.18
Propranolol 10mg Tablet	60	$8.13
Vitamin B-6 25mg Tablet	30	$6.35
QUEtiapine 25mg Tablet	60	$16.80
QUEtiapine 100mg Tablet	30	$14.40
Quetiapine 300mg Tablet	30	$35.83
QUEtiapine 200mg Tablet	60	$54.33
QUEtiapine 400mg Tablet	30	$41.46
QUEtiapine 50mg Tablet	30	$13.80
Quinapril 40mg Tablet	30	$9.40
risperiDONE 2mg Tablet	30	$15.97
risperiDONE 0.5mg Tablet	30	$8.99
risperiDONE 1mg Tablet	30	$9.56
risperiDONE 3mg Tab	30	$18.76

Gila County Jail, AZ
Attachment "A" - AWP Option

Medication	Qty	Diamond Price
rOPINIRole 1mg Tablet	30	$5.25
Selenium~2.5%~ Sulf Lot	120	$11.33
Sertraline 100mg Tablet	30	$5.99
Sertraline 25mg Tablet	30	$5.99
Sertraline 50mg Tablet	30	$5.99
Simvastatin 5mg Tablet	30	$5.91
Simvastatin 40mg Tablet	30	$10.33
Spiriva 18mcg Handihaler	30	$426.11
Spironolactone 25mg Tab	30	$7.03
Spironolactone 50mg Tab	30	$8.06
Symbicort 160-4.5mcg Inha	10.2	$341.20
Tacrolimus 1mg Capsule	60	$65.33
Tamsulosin 0.4mg Capsule	30	$8.86
Terazosin 1mg Capsule	30	$9.85
Thiothixene 5mg Capsule	60	$127.55
Tobrex 0.3% OPN	3.5	$213.14
Tolnaftate 1% Cream	30	$10.00
Topiramate 50mg Tablet	60	$21.41
Topiramate 100mg Tablet	60	$29.19
Torsemide 20mg Tablet	60	$3.45
Torsemide 10mg Tablet	60	$11.31
TraZODONE 100mg Tab	30	$2.30
TraZODone 50mg Tablet	30	$1.65
Triamcinolone 0.1% Cream	80	$11.06
Valacyclovir 1gm Tablet	30	$26.55
Venlafaxine 75mg Tablet	30	$4.59
Venlafaxine ER 37.5mg Cap	30	$8.74
Venlafaxine ER 75mg Cap	30	$9.80
Venlafaxine ER 150mg Cap	30	$10.67
Albuterol HFA Inhaler	8.5	$45.35
Vitamin D3 2,000unit Tab	30	$6.49
Vitamin B-1 100mg Tablet	30	$6.54
Vit D3-50 (50,000IU) Caps	30	$10.45
Warfarin Sod 5mg Tablet	30	$8.04
Warfarin Sod 7.5mg Tablet	30	$8.08
Ziprasidone 20mg Capsule	60	$37.65
Ziprasidone 60mg Capsule	60	$45.69
Ziprasidone 80mg Capsule	60	$45.18
Capzasin-HP 0.1% Cream	42.5	$15.32
Total		**$23,792.29**

Generics utilized when possible.

Gila County Jail, AZ

Attachment "A" - Alternative Cost Plus Dispensing Fee Option

Medication	Qty	Diamond Price
Abilify Maint 400mg Syrin	1	$2,327.54
Acetaminophen 500mg Tab	60	$4.02
Acetaminophen 325mg Tab	60	$3.84
Acyclovir 400mg Tablet	90	$11.94
Albuterol HFA Inhaler	8.5	$46.83
Alendronate 35mg Tablet	4	$4.27
Allopurinol 100mg Tablet	60	$6.20
Alogliptin 25mg Tablet	30	$408.96
Amiodarone 200mg Tablet	60	$8.16
Amitriptyline 150mgTablet	30	$37.48
amLODIPine 10mg Tablet	30	$3.73
amLODIPine 5mg Tablet	30	$3.87
Aripiprazole 30mg Tablet	30	$10.09
Aripiprazole 15mg Tablet	30	$7.57
Aripiprazole 5mg Tablet	30	$7.18
Aripiprazole 20mg Tab	30	$8.21
Aripiprazole 10mg Tablet	30	$7.63
Aspir-low 81mg EC Tablet	30	$3.65
Atenolol 25mg Tablet	60	$3.93
Atenolol 50mg Tablet	30	$3.72
Atenolol 100mg Tablet	30	$4.15
Atomoxetine 80mg Capsule	30	$67.29
Atomoxetine 40mg Capsule	30	$63.89
Atorvastatin 20mg Tablet	30	$4.92
Atorvastatin 10mg Tablet	30	$4.86
Atorvastatin 80mg Tablet	30	$6.11
Atorvastatin 40mg Tablet	30	$4.82
Atripla 600-200-300mg Tab	30	$3,190.61
Atrovent HFA Inhaler	12.9	$441.31
Baclofen 10mg Tablet	0	$0.00
Baclofen 20mg Tablet	60	$13.17
DiphenhydrAMINE 25mg Cap	60	$4.31
Benztropine 2mg Tablet	60	$7.78
Benztropine 1mg Tablet	60	$9.42
Bumetanide 0.5mg Tablet	30	$14.77
buPROPion-SR 150mg Tab	30	$5.46
BuPROPion-SR 200mg Tab	30	$6.69
buPROPion XL 300mg Tablet	30	$8.10
buPROPion-XL 150mg Tablet	30	$9.18
BusPIRone 15mg Tablet	90	$9.78
BusPIRone 10mg Tablet	90	$5.76
BusPIRone 30mg Tablet	60	$13.83
Calcium Carb 648mg Tab	30	$3.74
carBAMazepine 200mg Tab	60	$19.04
Carvedilol 12.5mg Tablet	60	$4.70
Carvedilol 25mg Tablet	60	$5.30

Gila County Jail, AZ

Attachment "A" - Alternative Cost Plus Dispensing Fee Option

Medication	Qty	Diamond Price
Carvedilol 3.125mg Tab	60	$4.28
Cetirizine 10mg Tab	30	$4.71
Chlorthalidone 50mg Tab	30	$25.04
Chlorthalidone 25mg Tab	30	$13.41
Cholestyramine Packet	60	$93.02
Ciprofloxacin 500mg Tab	30	$7.43
Ciprofloxacin 0.2% Otic	14	$86.02
Citalopram 40mg Tablet	30	$4.52
Citalopram 10mg Tablet	30	$4.26
cloNIDine 0.1mg Tablet	60	$4.55
CloNIDine 0.2mg Tablet	60	$5.46
Clopidogrel 75mg Tablet	30	$5.64
Clotrimazole 1% Cream	28	$5.47
Colace Clear 50mg Caps	30	$12.63
Digoxin 0.25mg Tablet	30	$9.99
Digoxin 0.125mg Tablet	30	$7.73
Diltiazem ER 180mg Cap	60	$19.82
Diltiazem CD 240mg Caps	30	$9.97
Diltiazem ER 120mg Cap	60	$18.09
DiphenhydrAMINE 50mg Cap	60	$4.37
DiphenhydrAMINE 25mg Cap	90	$4.72
Divalproex DR 250mg Tab	60	$5.98
Divalproex DR 500mg Tab	60	$9.44
Divalproex *ER24* 500mg T	60	$16.33
Docusate Calc. 240mg Caps	30	$5.35
Doxycycline Hyc 100mg Cap	30	$6.54
Docusate Sod 100mg Cap	30	$3.99
Duloxetine 60mg DR Cap	60	$13.06
Duloxetine 30mg DR Cap	30	$6.59
Eliquis 5mg Tablet	30	$254.03
Erythromycin Ophth Oint	3.5	$10.95
Escitalopram 10mg Tablet	30	$5.46
Escitalopram 20mg Tablet	30	$5.82
Escitalopram 5mg Tablet	30	$4.69
Esomeprazole 40mg Capsule	30	$9.17
Esomeprazole 20mg Capsule	30	$10.97
Famotidine 20mg Tablet	60	$4.87
Fenofibrate 67mg Capsule	30	$8.66
Ferrous Sulfate 325mg Tab	30	$3.70
Flovent HFA 110mcg Inh	12	$253.47
FLUoxetine 20mg Capsule	30	$4.00
FLUoxetine 40mg Capsule	30	$4.65
FLUoxetine 10mg Capsule	30	$4.03
fluPHENAZine 2.5mg Tablet	30	$159.99
fluPHENAZine 5mg Tablet	30	$215.23
FluPHENAZine 10mg Tablet	30	$262.87

Gila County Jail, AZ

Attachment "A" - Alternative Cost Plus Dispensing Fee Option

Medication	Qty	Diamond Price
Wixela Inh 250/50mcg Aer	60	$159.02
Folic Acid 1mg Tablet	30	$4.24
Furosemide 40mg Tablet	30	$4.41
Furosemide 20mg Tablet	30	$4.21
Gabapentin 600mg Tablet	60	$7.71
Gabapentin 300mg Capsule	60	$5.88
Gabapentin 100mg Capsule	60	$5.11
Gemfibrozil 600mg Tablet	60	$8.41
Genvoya Caplet	30	$3,449.85
glipiZIDE 10mg Tablet	60	$4.89
glipiZIDE 5mg Tablet	60	$4.65
guaiFENesin 200mg Tablet	60	$5.06
Guanfacine 1mg ER Tab	30	$12.03
Haloperidol 5mg Tablets	30	$16.77
Haloperidol 10mg Tablet	30	$21.39
Haloperidol Dec 50mg/ml	1	$18.50
NovoLOG 100/ml Vial	10	$113.79
NovoLIN N 100unit/ml Vi	10	$55.98
HCTZ 25mg Tablet	30	$3.75
Hydrocortisone 1% Cream	28.4	$4.89
HydrOXYzine HCl 25mg Tab	60	$5.11
HydrOXYzine HCl 50mg Tab	60	$5.37
HydrOXYzine Pam 25mg Cap	30	$4.94
HydrOXYzine Pam 50mg Cap	30	$5.41
Ibuprofen 200mg Tablet	60	$4.25
Ibuprofen 400mg Tablet	60	$5.86
Ibuprofen 600mg Tablet	60	$5.98
Ibuprofen 800mg Tablet	60	$6.23
Invega Sustenna 156mg/ml	1	$1,992.94
Invega Sust 234/1.5 Inj	1.5	$2,987.59
Januvia 100mg Tablet	30	$507.26
Ketoconazole 2% Shampoo	120	$9.71
Potassium Cl 8meq ER Tab	30	$8.01
Lactulose 10gm/15ml Sol	473	$11.24
lamoTRIgine 25mg Tablet	60	$4.88
LamoTRIgine 100mg Tab	30	$4.62
lamoTRIgine 200mg TAB	30	$5.92
LamoTRIgine 25mg Chew Tab	60	$13.57
Lamotrigine ER 50mg Tab	30	$40.76
Lantus (insulin Glargin)	10	$169.47
Latuda 40mg Tablet	30	$1,200.39
Latuda 20mg Tablet	30	$1,200.39
Levemir 100 Units/ml Vial	10	$318.31
LevETIRAcetam 500mg Tab	60	$8.70
LevETIRAcetam 750mg Tab	60	$15.73
LevETIRAcetam 1,000mg Tab	60	$19.50

Gila County Jail, AZ

Attachment "A" - Alternative Cost Plus Dispensing Fee Option

Medication	Qty	Diamond Price
Levothyroxine 137mcg Tab	30	$15.67
Levothyroxine 25mcg Tab	30	$12.64
Levothyroxine 75mcg Tab	30	$13.98
Levothyroxine 100mcg Tab	30	$14.68
Levothyroxine 150mcg Tab	30	$16.86
Liothyronine 25mcg Tab	30	$26.64
Lisinopril 20mg Tablet	30	$4.05
Lisinopril 40mg Tablet	30	$4.84
Lisinopril 2.5mg Tablet	30	$3.91
Lisinopril 5mg Tablet	30	$4.00
Lisinopril 30mg Tablet	30	$4.55
Lisinopril 10mg Tablet	30	$3.99
Lisinop-HCTZ 10/12.5mgTab	30	$4.11
Lithium Carb *150mg* Cap	60	$6.44
Lithium Carb 300mg Caps	60	$5.09
Lithium Carb ER 300mg Tab	60	$9.41
Anti-Diarrheal 2mg Caplet	60	$4.99
Loratadine 10mg Tablet	30	$4.71
Losartan/Hctz 100-25 Tab	30	$8.45
Meloxicam 15mg Tablet	30	$3.92
Meloxicam 7.5mg Tab	30	$3.99
Memantine 5mg Tablet	30	$5.47
Memantine 10mg Tablet	30	$5.30
metFORMIN 500mg Tablet	60	$4.67
metFORMIN 1,000mg Tab	60	$5.01
Methotrexate 2.5mg Tablet	30	$12.87
Methylphenidate 10mg Tab	30	$9.92
Methylphenidate 20mg Tab	30	$7.66
Metoprolol ER 50mg Tablet	30	$6.75
Metoprolol ER 25mg Tablet	30	$6.03
Metoprolol 25mg Tablet	30	$4.28
Metoprolol 50mg Tablet	30	$3.98
Mirtazapine 15mg Tablet	30	$5.85
Mirtazapine 30mg Tablet	30	$5.74
Montelukast 10mg Tablet	30	$5.28
Moxifloxacin 0.5% Opt Sol	3	$19.55
One-daily Multi Vitamins	30	$3.68
Mupirocin 2% Ointment	22	$6.89
Mycophenolate 250mg Caps	60	$10.82
Naltrexone 50mg Tablet	30	$23.77
Naproxen 500mg Tablet	60	$7.03
Naproxen 375mg Tablet	30	$5.17
Neo/Poly/HC Otic EAR Sol.	10	$33.26
Nizoral A-D 1% Shampoo	200	$19.22
NovoLOG 100/ml Vial	10	$113.79
Olanzapine 7.5mg Tablet	30	$5.24

Gila County Jail, AZ

Attachment "A" - Alternative Cost Plus Dispensing Fee Option

Medication	Qty	Diamond Price
Olanzapine 5mg Tablet	30	$4.87
Olanzapine 10mg Tablet	30	$5.64
Olanzapine 20mg Tablet	30	$7.17
Olanzapine 2.5mg Tablet	30	$4.98
Omeprazole 20mg Capsule	30	$4.91
Omeprazole 40mg Capsule	30	$5.38
Ondansetron 4mg Tablet	30	$6.16
Ondansetron 8mg Tablet	30	$5.74
OXcarbazepine 150mg Tab	60	$10.18
OXcarbazepine 300mg Tab	60	$10.46
OXcarbazepine 600mg Tab	60	$17.06
Oxybutynin 5mg Tablet	60	$8.12
Oxybutynin-ER 10mg Tab	30	$7.65
Paliperidone ER 6mg Tab	30	$264.98
Pantoprazole 20mg Tablet	30	$5.29
Pantoprazole 40mg Tablet	30	$5.88
PARoxetine 30mg Tablet	30	$6.01
PARoxetine 20mg Tablet	30	$5.29
Perphenazine 4mg Tablet	60	$25.84
Phenytoin ER 100mg Cap	60	$17.63
Potassium Cl 20meq ER Tab	30	$10.23
Potassium Cl 10mEq Tab	30	$6.94
Potassium Cl 20meq ER Tab	30	$10.23
Pradaxa 150mg Capsule	60	$452.49
Pravastatin 40mg Tablet	30	$6.31
Prazosin 1mg Capsule	30	$11.64
Prazosin 2mg Capsule	30	$12.33
Prednisolone Ac 1% Opl	5	$34.05
PredniSONE 10mg Tablet	30	$5.38
PredniSONE 5mg Tablet	30	$6.66
Prenatal Plus LowFeTablet	30	$5.75
Propranolol 20mg Tablet	60	$10.57
Propranolol 40mg Tablet	60	$10.34
Propranolol 10mg Tablet	60	$5.89
Vitamin B-6 25mg Tablet	30	$3.93
QUEtiapine 25mg Tablet	60	$5.05
QUEtiapine 100mg Tablet	30	$4.79
Quetiapine 300mg Tablet	30	$7.48
QUEtiapine 200mg Tablet	60	$11.15
QUEtiapine 400mg Tablet	30	$9.56
QUEtiapine 50mg Tablet	30	$4.44
Quinapril 40mg Tablet	30	$7.29
risperiDONE 2mg Tablet	30	$4.42
risperiDONE 0.5mg Tablet	30	$4.18
risperiDONE 1mg Tablet	30	$4.26
risperiDONE 3mg Tab	30	$4.81

Gila County Jail, AZ

Attachment "A" - Alternative Cost Plus Dispensing Fee Option

Medication	Qty	Diamond Price
rOPINIRole 1mg Tablet	30	$4.71
Selenium~2.5%~ Sulf Lot	120	$9.40
Sertraline 100mg Tablet	30	$4.79
Sertraline 25mg Tablet	30	$4.42
Sertraline 50mg Tablet	30	$4.36
Simvastatin 5mg Tablet	30	$3.93
Simvastatin 40mg Tablet	30	$4.49
Spiriva 18mcg Handihaler	30	$468.60
Spironolactone 25mg Tab	30	$4.68
Spironolactone 50mg Tab	30	$5.81
Symbicort 160-4.5mcg Inha	10.2	$372.26
Tacrolimus 1mg Capsule	60	$68.80
Tamsulosin 0.4mg Capsule	30	$5.73
Terazosin 1mg Capsule	30	$7.78
Thiothixene 5mg Capsule	60	$137.25
Tobrex 0.3% OPN	3.5	$231.40
Tolnaftate 1% Cream	30	$7.95
Topiramate 50mg Tablet	60	$5.64
Topiramate 100mg Tablet	60	$6.82
Torsemide 20mg Tablet	60	$6.88
Torsemide 10mg Tablet	60	$9.38
TraZODONE 100mg Tab	30	$4.99
TraZODone 50mg Tablet	30	$4.31
Triamcinolone 0.1% Cream	80	$9.11
Valacyclovir 1gm Tablet	30	$18.79
Venlafaxine 75mg Tablet	30	$5.11
Venlafaxine ER 37.5mg Cap	30	$6.23
Venlafaxine ER 75mg Cap	30	$6.84
Venlafaxine ER 150mg Cap	30	$8.27
Albuterol HFA Inhaler	8.5	$46.83
Vitamin D3 2,000unit Tab	30	$4.09
Vitamin B-1 100mg Tablet	30	$4.14
Vit D3-50 (50,000IU) Caps	30	$8.44
Warfarin Sod 5mg Tablet	30	$5.78
Warfarin Sod 7.5mg Tablet	30	$5.84
Ziprasidone 20mg Capsule	60	$17.25
Ziprasidone 60mg Capsule	60	$14.48
Ziprasidone 80mg Capsule	60	$20.16
Capzasin-HP 0.1% Cream	42.5	$12.83
Total		**$24,143.58**

Generics utilized when possible.

Diamond Pharmacy Services Bid

to the

Gila County Jail (GCJ), Arizona

July 1, 2020

Each prescription and stock piece will be billed as follows

The lower of Diamond's Usual & Customary Price

or the following bid rate of

Brand-name and Single-source Medications = AWP less 22%

Generic Multi-source Medications = AWP less 93%

Regarding the Above Price

- Diamond's Usual and Customary pricing is a more aggressive price over our proposed bid rate, as we can offer exceptionally low pricing on several commonly utilized medications due to our volume purchasing power that can be as low as AWP less 97%
- AWP is defined as Average Wholesale Price at the time of dispensing, as updated by Medi-Span®
- Since AWP is a published rate, it may fluctuate (increase and decrease); however, our proposed discount to AWP will remain fixed and firm throughout the term of the contract
- Single-source medications are generic entities that are provided from a single manufacturer.
- Maintenance medications are dispensed in a routine 30-day supply
- Acute medications are dispensed in the quantity as written by the prescriber
- Patient specific medications are dispensed in 30-count blister cards with one unit per bubble. Stock and OTC stock medications can be dispensed in manufacturer bottles, if requested. If stock is requested in 30-count blister cards, there will be an additional repackaging fee of one dollar and thirty five cents per repackaged card. Non-oral solid stock medications are distributed as the individual purchase quantity
- All rates are based on Diamond being Gila County's exclusive pharmacy provider for medication dispensing and pharmacy program management

The Above Bid Rate Includes

- Patient specific prescription dispensing, pharmacy benefit management, stock distribution services, and standard medication delivery to a single location at your facility from Diamond
- A pharmacist serving as the primary contact and account manager
- A pharmacist for up quarterly on-site inspections, if requested.
- All other inspections will be billed as a pass-through cost for time and travel
- Pharmacist participation in P&T meetings via teleconference or webinar
- 24-hour a day, 7-day a week, and 365-day a year (24/7/365) telephone consulting
- Medication cart(s) provided on loan for the duration of the contract if current carts cannot be purchased by your facility, are unsafe, or have fallen into a state of disrepair as determined by your Diamond pharmacy account executive. The number and type of carts, if provided, is based on the facility census and at the discretion of Diamond's pharmacist account manager
- Fax machine on loan for the duration of the contract unless using an online ordering program.
- The GCJ can purchase replacement toner from Diamond or fax machine toner can be purchased elsewhere at the GCJ's expense
- Accurate and meaningful monthly, routine, and ad hoc reports
- Access to Diamond's free web-based electronic reconciliation program
- Access to Diamond's free web-based Online Reporting Program (ORP) and utilization dashboard
- One hand-held tethered scanner provided on loan at no charge-to be used for electronic medication reconciliation (check-in) and medication return processing, if requested

Additionally

- If the GCJ is seeking a comprehensive electronic health record (EHR)/electronic medical record (EMR) solution, other than CorEMR, Diamond offers Sapphire EMR/EHR at a separate price to be negotiated
- For any pharmacy interfaces, including those for prescription transmission, with EMRs/EHRs other than Sapphire, or third-party vendors, Diamond will be responsible only for interface charges and standard programming required on Diamond's end of the interface. Interfacing costs with automated dispensing machines are outside the scope of this agreement and those costs will be a pass-through charge
- In the event an EHR/EMR, JMS company, switch company, or any other company charges a transmission, submission, or other fee or charge, it will be billed as a pass-through charge
- Diamond will retain and reserves all rights, title, use, control, interest in and ownership of its assets including, but not limited to, its software, reporting, packages, and user documentation; operations, procedures, and strategies; formulary and clinical services; manufacturer, wholesaler, group purchase, and vendor contracts and resultant data and information; patient, drug dispensing claims, and drug utilization information; trademarks and service marks

- Backup pharmacy services will be billed as a pass-through charge at the contracted backup pharmacy's rate, as billed through a pharmacy benefit management (PBM) company, plus the backup pharmacy's delivery charge or on-call charge, or the taxi or courier charge, if applicable
- If your facility requires fewer days in your routine supply of maintenance medications, or if you require packaging other than blister cards, a new rate will be negotiated
- Durable medical equipment (DME) and medical supplies are billed at Diamond's correctional pricing, and prices will be quoted on a case-by-case basis, when requested and may require shipping to be billed as a pass-through cost on select items
- If ever needed, specialty pharmaceutical items - those items that are not available through primary wholesalers that must be ordered through specialty channels, drop shipped, and/or that require pharmacist or other intervention to procure, such as, but not limited to plasma products, factor products, specialty vaccines, medications with REMS requirements, limited distribution medications, and chemotherapy agents are invoiced at the price charged to Diamond by our wholesaler or from the specialty pharmacy plus eight percent
- If ever needed, compounded IV Medications are billed at the Average Wholesale Price (AWP) per ingredient as published by Medi-Span, plus five dollars per piece
- If ever needed, Total Parenteral Nutrition (TPN) Products will be billed at the AAC per ingredient plus a dispensing fee of seventy-five dollars per bag
- If ever needed, non-sterile compounded medications will be billed at Diamond's Actual Acquisition Cost per ingredient plus compounding labor plus twenty dollars per piece
- Medications will not be discounted and sold below cost. If the proposed discounts cause a medication to fall below Diamond's actual acquisition cost, the prescription will be billed at Diamond's actual acquisition cost of the medication at the time of dispensing plus a five dollar and ninety-five cent dispensing fee per prescription and stock piece
- If the GCJ implements a distribution model where greater than fifty percent of medications are distributed as stock, and if Diamond is required to provide monthly paper MARs, there will be a charge of one dollar and sixty-five cents per profiled order
- If the services of a reverse distributor are needed for the disposition of controlled substances or other medications or drug devices, those charges will be at GCJ's expense through direct contract with the reverse distributor
- If the services of a waste company become necessary for the disposition of hazardous and non-hazardous pharmaceutical waste, those charges will be at GCJ's expense through direct contract with the waste company
- Shipping costs are included as part of our bid rate. Diamond utilizes a preferred shipping partner, if a common carrier other than our preferred shipping partner is requested, then cost differences for shipping will be billed as a pass-through charge. If medications are shipped to correctional institutions other than to the GCJ, those shipping costs will be a pass-through charge
- The GCJ County will be responsible for damaged or lost equipment provided on loan by Diamond

- Diamond will serve as the pharmacy benefit manager of record and will maintain a drug formulary, will manage pharmaceutical expenditures, be in control of the prescription claims, and may benefit exclusively through any subsequent remunerations generated due to these services
- Payment by credit card or purchase card will be assessed a three percent convenience fee
- Invoicing will occur monthly. Payment shall be made by check or EFT (Electronic Funds Transfer in the form of ACH or Wire) from GCJ to Diamond within thirty days of receipt of invoice by the GCJ. A finance charge of one and one quarter percent per month will be charged on all amounts received thirty days past the end of the billing cycle
- The GCJ is responsible for all applicable sales, use, lease, ad valorem, and any other tax that may be levied or assessed by reason of this transaction, unless your facility provides a tax exemption certificate (blanket or transaction specific) to Diamond in a timely manner
- Diamond's dispensing fee (on the AAC option) will remain fixed and firm for an initial 1-year term and will be increased by three percent annually thereafter on the anniversary date of the agreement
- Billing disputes must be requested within thirty days from the time invoiced was received by the GCJ. Any items not in dispute are required to be paid and are not to be withheld
- In the event that local, state, or federal laws, rules, or regulations change that affect the services offered either operationally or financially, the parties shall work together in good faith to negotiate new rates
- Services and programs outside the specifications of this document, based on the unique needs of the GCJ County, will have any additional costs, management fees, or dispensing fees, negotiated in good faith between the GCJ County and Diamond for the provision of those unique services that are not listed herein

Credit on Returns

Due to the costs resulting from inmate turnover and medication changes and due to the rising price of medications, Diamond realizes the importance of issuing credit on returned medications. We are offering credit on oral solid medications in full and partial blister cards at 100% of the actual acquisition cost of the medication at the time of dispensing less a one dollar processing fee per returned card.

Acting as your partner in helping reduce waste and costs, when and where permitted by the State Board of Pharmacy and the U.S. Food and Drug Administration (FDA), Diamond offers credit on oral solid medications in full and partial blister cards returned to us, provided the medications:

- Remain in their original sealed blister packs
- Have been stored under proper conditions
- Are not defaced or have been adulterated
- Are not within 3 months of expiration
- Are packed as one full unit per blister
- Have not been released to the inmate population or labeled/dispensed as keep on person
- Are not controlled substances

- Are not refrigerated items
- Are not specialty, REM's, or limited distribution medications
- Have not been billed to a private insurance, third party, USM, ICE, 340B, or Medicaid
- Were originally purchased from Diamond

Diamond offers credit on full and partial blister cards.

Diamond is responsible for once-a-month shipping costs for all returned medications and provides your facility with prepaid preaddressed FedEx Package Returns Program (PRP) or UPS Authorized Return Service (ARS) labels. These labels are simply affixed to the return box, which is handed to express delivery personnel during their normal pickup/delivery to your facility.

In 2019, Diamond provided $21.5 million in credit to our customers.

Controlled substance medications and opened partial stock medications cannot be credited per federal regulations. Credits are issued on medications based upon the professional judgment of a Diamond pharmacist and not exceeding the current market value of the medication. Liquids, injections, topicals, medications dispensed in vials, medications dispensed in strip packaging, and inhalers are not eligible for credit. Blister cards that are dispensed with half tablets or with more than one single unit per individual bubble of the blister card are not eligible for return. Oral solid medications dispensed as Brand Medically Necessary or Dispense as Written will be credited at the actual acquisition cost of the generic equivalent. Oral solid medications returned in sealed manufacturer bottles will be eligible for credit in accordance with the policy above. Credit will only be issued on medications that Diamond currently stocks and can be redistributed to other clients for administration prior to expiring. Diamond will abide by all current and future Board of Pharmacy and Federal provisions regarding medication reuse and will only credit medications that are permitted per reuse, these regulations will automatically amend what is proposed in this agreement. Returns received at Diamond, during the term of the contract, by the 15th of each month will be credited on the next invoice for that calendar month. Credit memos will be deducted from payment of the oldest outstanding invoices. Medications ineligible for credit will not be returned.

Optional Pricing Methodology

Diamond is also proposing **an optional method of pricing**, in order for the GCJ to fully take advantage of Diamond's tremendous purchasing power that truly separates Diamond from the rest of the industry. An additional option will truly allow the GCJ to best evaluate which methodology is the lowest cost for the County.

With this option, we are able to provide you with an acquisition cost based model in addition to the Average Wholesale Price discount formula proposed, enabling the County to best weigh the options during the beginning months of the contract that are in the best interest of the County.

For example, if Diamond is awarded the contract, both pricing methodologies will be presented to the GCJ during the first three months of the contract. During that time, the GCJ will have the option of paying the lower price of these two models. After the initial three month period, the GCJ will be able to assess and then select the billing option that is the lowest price for your the facility and in the best interest of the taxpayers of the County. From there, the selected pricing model will be used for the duration of the contract.

Option 2 – Actual Acquisition Cost based Model:

Under this pricing methodology, medications would be billed at Diamond's Actual Acquisition Cost at the time of dispensing plus 10% plus a dispensing fee of $3.49 per prescription and stock piece.

Diamond is the nation's largest provider of correctional pharmacy services and has the largest purchasing power in the industry. Diamond purchases our medications from Cardinal Distribution—a nationally recognized distributor—and from several manufacturers and generic distributors. We also participate in national group purchasing organizations (GPOs) that further negotiate favorable drug pricing for Diamond. These contract prices are seen in the low medications acquisition costs that we subsequently offer to our customers in this pricing model.

With Diamond's unprecedented growth, we increased our customer base by 35% over the last couple of years, and this has allowed us to negotiate even lower rates with our suppliers on both brand name and generic medications. We then pass the additional savings on to you. Your pharmacist account manager also receives a daily price file that allows us to swiftly notify you and vendor partners of significant price changes. We will maximize cost avoidance to the GCJ while maintaining the highest clinical standards with available alternative therapies that maintain positive patient outcomes.

If pricing validation is a concern, Diamond will happily provide monthly supplier invoices if requested by the County. These invoices will provide complete cost transparency for all medications purchased by the Gila County Jail.

We hope there is an opportunity during the evaluation process for a live presentation to your team so we can further discuss and explain, in greater detail our innovative proposal recommendations and aggressive pricing models that are being offered.

Diamond believes in an honest approach to business and fair pricing for our clients. Over 1,700 correctional institutions put their trust in Diamond every day for their medication dispensing and pharmacy program management needs. We are hopeful that we can build a long-term and sincere relationship with the Gila County Jail and Sheriff's Office as well.

Thank you again for your time and consideration of Diamond Pharmacy Services.

ARIZONA STATE BOARD OF PHARMACY
P.O. Box 18520 Phoenix, AZ 85005
602-771-ASBP (2727)
FAX: 602-771-2749
http://www.azpharmacy.gov

Receipt Date: 09/12/2019
Receipt Number: 201965984
Receipt Amount $: 480.00

Pharmacy

Closed Door,Compounding – Non-Sterile,Compounding – Sterile,Long Term Care

PERMIT NO
Y003407

EXPIRES
10/31/2021

Issued to :

Diamond Pharmacy Services
Diamond Drugs Inc.
645 KOLTER DRIVE
INDIANA, PA 15701

Diamond Pharmacy Services
645 KOLTER DRIVE
INDIANA, PA 15701

EXECUTIVE DIRECTOR

ARIZONA STATE BOARD OF PHARMACY
P.O. Box 18520 Phoenix, AZ 85005
602-771-ASBP (2727)
FAX: 602-771-2749
http://www.azpharmacy.gov

Receipt Date: 10/11/2019
Receipt Number: 201973058
Receipt Amount $: 1000.00

Wholesaler - Full Service

	PERMIT NO	EXPIRES
	W000929	10/31/2021
Issued to :	Diamond Drugs, Inc. Diamond Drugs, Inc. 645 KOLTER DR. INDIANA, PA 15701	Diamond Drugs, Inc. 665 KOLTER DR. INDIANA, PA 15701

EXECUTIVE DIRECTOR

ARIZONA STATE BOARD OF PHARMACY
P.O. Box 18520 Phoenix, AZ 85005
602-771-ASBP (2727)
FAX: 602-771-2749
http://www.azpharmacy.gov

Receipt Date: 09/06/2018
Receipt Number: 201836482
Receipt Amount $: 1000.00

Wholesaler/Full Service

PERMIT NO
W002196

EXPIRES
10/31/2020

Issued to :

Mark J. Zilner
625 KOLTER DRIVE SUITE 4
INDIANA, PA 15701

RemedyRepack, Inc
625 KOLTER DRIVE SUITE 4
INDIANA, PA 15701

EXECUTIVE DIRECTOR

Tab 2. Executive Summary and Benefits of a Diamond Partnership

Executive Summary

Diamond Pharmacy Services appreciates the opportunity to submit this proposal for pharmaceutical services in response to your solicitation. We hope to distinguish ourselves as the most qualified, experienced, and trusted bidder that will best serve the interests of Gila County Jail (GCJ). In order to do this, we take the time to understand what is most important to GCJ and apply our 38 years of correctional pharmacy experience to provide you with the exact solutions you need in order to achieve your goals.

Our purpose is to be an active partner and a reliable resource that is here to help you navigate the operational and regulatory complexities that are unique to correctional pharmacy program management.

We embrace the ever-changing challenges of correctional pharmacy services when it comes to regulatory compliance, cost avoidance, computerization, customer services, and clinical pharmacy services. Diamond has always been an industry innovator in anticipating and addressing short-term issues while also assisting in the development of long-term strategies for our clients. We adhere to the highest ethical standards when recommending solutions to our clients as their partner. **We do not exist to simply fulfill a vendor requirement.**

Diamond fully understands the requirements, specifications, and expectations outlined in your RFP. We will fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract without any deviations or exceptions. Diamond will help GCJ lower costs by analyzing and optimizing every aspect of your current medication dispensing, clinical service, and pharmacy management program. Diamond has the experience and expertise to work with all types of correctional institutions – federal facilities, state departments of corrections, **county and regional jails,** and city level jails.

We understand that you are not looking for just a pharmacy provider, but rather an integrated partner to meet the following objectives requested in the RFP:

- Contractor must provide service for essential medications 24 hours a day, 7 days a week.
- Contractor must have an emergency notification system, must be available after hours, and must return calls within one hour to either the Jail or the local hospital Emergency Department for medication orders for jail inmates.
- Streamline the process for ordering and providing medications
- Be highly qualified with a stellar industry reputation

evaluation team will focus on those key elements that **go beyond simple medication dispensing** services.

Diamond's value proposition to GCJ is straightforward:

- We will work with your team to best understand what is most important to you
- We will use our 38 years of correctional pharmacy experience to customize a program in order for Gila County to achieve your goals, and
- We wish to become a long-term partner to GCJ so that both of our organizations can grow and become better together

Throughout our proposal, we detail Diamond's services, solutions, and capabilities related to your mandatory scope-of-work requirements and specifications. We certainly wish to point out the features of Diamond's program; but most importantly, **our focus is centered** on highlighting those benefits that Diamond will provide to GCJ in order to improve efficiency and productivity while assisting in reducing cost.

We are always asking, "What can we do to improve efficiency and productivity of facility staff and administrative personnel that will also be of the greatest value to our client partners?" Diamond provides technological innovations with our development staff of 20 qualified individuals as the industry's first mover in so many areas. Our hosted electronic platforms for ordering, record management, distribution, returns, and reporting are unmatched and set the industry standards. We also provide our clients with the most comprehensive monthly financial reporting in the industry, which is critical in managing your patient population and overall costs.

products that are awarded based solely on the lowest price. You can trust Diamond to manage your pharmacy program properly, to provide reliable medication dispensing and delivery, to quickly and effectively deal with the unexpected, and to ensure compliance with regulatory and accrediting bodies.

"Diamond Pharmacy has been a reliable and dependable partner who has reduced the costs of inmate medications and has had a positive effect on our overall jail costs, which is very much appreciated as a result of today's tight budget dollars. Although they save us money, their quality of service is second to none."

– Sheriff J.R. Parker (Florida)

Highlights of Diamond's Pharmaceutical Services

At Diamond, we embrace our role and responsibility to innovate and inspire positive changes in the delivery of correctional pharmacy services. We strive to bring the greatest value and benefits to your pharmacy management program.

A brief summary of our services:

Complete Product Line	Pharmaceuticals, OTCs, IVs, vaccines, hematologicals, compounds, medical supplies, respiratory supplies, commissary, immunologicals, and all related supplies are available at the most competitive prices.
Packaging	Diamond provides a specialized dispensing and packaging system that best suits your needs for safe and efficient medication distribution. Diamond's unique commitment to proper **unit-dose blister card packaging** also ensures you will receive the highest amount of credit on items returned with the added assurance of patient safety in the reclamation process.
Computerization	Diamond provides free online refill order entry, electronic reconciliation, inventory management systems, and the industry's best online reporting. We interface with most of the leading correctional EHR providers, including a long-term relationship and an existing interface with CorEMR.
Competitive Pricing	Diamond's large volume purchasing provides GCJ with the most competitive pricing on prescriptions and medical supplies.
Credit on Returns	Due to our commitment to **unit-dose blister card packaging**, Diamond offers credit on returned full and partial blister cards, meeting federal and state guidelines. With over 70% of returns being partial blister cards, it is essential that your pharmacy partner

In addition to the numerous standard services summarized above that you would expect from all pharmacy vendors, Diamond provides value in multiple areas of our pharmacy management program. We believe the services and products listed below, that are more than likely unique to Diamond, separates our program and services from most of the rest of the industry such as:

Multiple Clinical Pharmacist Specialists	Having a Certified Diabetes Educator, an Anti-coagulation specialist, and an Adverse Drug Reaction Coordinator on staff provides many cost and clinical benefits to our customers.
A non-sterile Compounding Department	Five (5) accredited pharmacists allow Diamond to provide most compounding in-house instead of outsourcing to a third party that delays medication administration and typically at a higher cost.
Drug Information Center	Four (4) Drug Information Center Credentialed Pharm D Clinical Pharmacists that provide enhanced clinical services, consultation and education to Diamond customers that have specialty certifications unique to correctional pharmacy, such as Board Certified Pharmacotherapy Specialist (BCPS), Board Certified Ambulatory Care Pharmacist (BCACP), and Board Certified Geriatric Pharmacist (BCGP)
Three (3) HIV Pharmacists with AAHIVE accreditation	Our HIV experts review patient regimens on a daily basis for appropriateness and cost-effectiveness of their HAART protocols. These experts also have expertise regarding Hepatitis C therapy management as well. We cannot emphasize the value these experts bring in managing HIV and Hepatitis C expenditures.
Compound IV Department	Allows your patients to begin therapy quickly since most IV medications can be prepared in-house at Diamond as compared to outsourcing this service to a third party. Diamond's IV team also tracks each IV patient from therapy initiation to completion in order to assure proper labs are drawn and dosage adjustments are made when necessary.
True-Unit Dose Blister Card Packaging	Diamond's commitment to unit-dose blister cards ensures patient safety and more credit on medications that are returned to Diamond. As you know, all pharmacies are reclaiming medications to be re-dispensed if they are offering credit. GCJ does not want to be the center of attention or the focus of a news story if your pharmacy vendor is not properly accounting for the lot number and expiration date of returned medications. We believe the use of unit-dose blister cards is unique to Diamond.
340B Program Management	Two (2) 340B Diamond pharmacist experts that have years of 340B regulatory and operational experience to proactively explore potential covered entity partnerships for our clients in order to lower overall medication cost spending and improve patient care.
Telepharmacy Clinical Program	Diamond provides integration of our clinical pharmacists into your onsite medical care team eliminating the need for expensive on-site pharmacist placement

Additional brick and mortar locations	Diamond has five satellite pharmacy locations as part of our corporate structure that allow Diamond to provide uninterrupted services in the face of man-made or natural disasters. Please ask yourself during the evaluation process, "Will our inmate patients receive their medications if our current pharmacy is beset with a man-made or natural disaster if they have only one current dispensing pharmacy?" Be assured, Diamond is prepared with five (5) locales from which we can dispense medications quickly and efficiently.
A third multi-million-dollar renovation	Our corporate dispensing pharmacy is completing its third multi-million- dollar renovation to assure our ability to accommodate new business without any sacrifice of service to existing clients. Our current remodel will essentially allow Diamond to double our dispensing capacity from the same operational footprint.

The sincere and long-term relationships that Diamond has created with our existing clients is a result of our willingness to listen, discuss, and discern what issues really matter to our customers and then **provide timely solutions**. Specific to cost, in most years we are able to keep our client medication costs lower than the annual drug inflation rate reflected in the CPI.

At Diamond, we care deeply about our correctional clients and healthcare partners. We understand the **critical importance of transparency** to our client relations. Diamond helps our partners to:

- Identify additional opportunities for cost avoidance and savings
- Develop strategies to keep pace with changes in the correctional industry
- Be on the leading edge of technology solutions that enhance operations and productivity
- Optimize medication dispensing and pharmacy program management services

Over 1,700 correctional institutions in 46 states currently put their trust in Diamond each day to not only meet, but to exceed, their medication dispensing and pharmacy program management needs. Diamond is a **15-year partner with Maricopa County CHS** specific to their medication dispensing and pharmacy management program. We also provide pharmacy services to the entire **Arizona Department of Corrections** in a subcontracting capacity. As the longest tenured and most experienced pharmacy provider within the industry, along with a wealth of pharmacy experience in the state of Arizona, we are able to make innovative pharmacy program management recommendations that often times are not considered by other industry providers. This results in cost savings and improved efficiencies.

We hope that our proposal clearly and concisely conveys to your team the values and benefits that are provided in a partnership with Diamond. Diamond understands the nature and culture of

Our Focus – The Diamond 5C's

Diamond works diligently every day to best understand the needs of our customers and then provide meaningful solutions. Our focus is centered on highlighting additional benefits that Diamond will provide to GCJ. We are always looking for ways to improve the efficiency and productivity of your staff that will also be of the greatest value to GCJ.

Our strengths can be summarized in five basic core competencies that are critical for superior correctional specific pharmaceutical program management that we call the **Diamond 5C's…**

- Customer Service
- Cost Avoidance
- Clinical Services
- Compliance
- Computerization

Tab 3. Our Company History and Extensive Industry Experience

When husband-and-wife pharmacist team Gilbert and Joan Zilner acquired Diamond Drugs in 1970, a corner drug store dating back to 1918, little did they realize that becoming the nation's largest correctional pharmacy services provider would become part of Diamond's rich and storied 100-year history.

Today with Gib and Joan's third-generation pharmacist son Mark at the helm, our privately held, second-generation family-owned corporation provides correctional institutions, long-term care facilities, and retail pharmacies with patient specific medications, accurate and secure patient records, stock pharmaceuticals, custom compounding, respiratory services, IV infusion, and medical supplies.

At Diamond, our primary focus is the correctional pharmacy industry.

Company Profile

Institutional Experience:	50 years
Correctional Experience:	38 years
Correctional Facilities Served:	> 1,700
Departments of Corrections	12
Total Correctional Patients:	Appr. 700,000
Geographic Coverage:	46 states
# Prescriptions filled/year:	> 14.6 million
Total Employees:	> 1,100
Pharmacists on Staff:	>90
Doctors of Pharmacy:	>35

We have never changed our name, pursued financing from venture capitalists or outside investors, or purchased any business from a competitor. All growth has been internal and organic.

Our steady growth is a direct result of competitive pricing, reliable delivery, and exceptional customer service as well as loyal and experienced employees in vital operational areas of the business.

understand that Gila County is partnered with CorEMR and we do have a current interface with CorEMR to transmit prescriptions electronically.

We have also established additional brick-and-mortar facilities in Westerville, Ohio, Leesport and Lancaster, Pennsylvania, along with two retail locations in our hometown of Indiana, Pennsylvania. These additional locations not only expand our outreach and regional presence; they also serve as alternative dispensing locations should any of our facilities become compromised in the case of a natural or man-made disaster.

Diamond has positively affected the correctional pharmacy industry and sets the trends. We are well positioned to continue meeting, and exceeding, the ever changing and unique requirements of our clients, partners, and the correctional healthcare industry.

Industry Experience and Expertise That Truly Makes a Difference

Diamond provides reliable and trusted medication dispensing and comprehensive pharmacy program management to a variety of correctional institutions throughout the nation. We are also Pennsylvania's largest family-owned provider of pharmacy services to long-term care institutions and assisted living facilities. Over 16,000 residents rely on Diamond for their medication dispensing and clinical service needs.

We never take our status for granted. We work diligently every day to exceed the needs of our current customers while striving for continued growth by building new partnerships with clients such as GCJ. While we have grown to become the industry leader, we have never forgotten our principles or our roots as a family-owned and operated business: **the customer always comes first.**

With Diamond, you get the operational, clinical, and technological offerings of a large company, along with caring, compassion, and attention to detail found with a second-generation family-owned business.

As a pharmacy, we believe that senior pharmacist account managers are integral components in providing the highest level of service and responsiveness to our customers. If granted an opportunity to partner with GCJ, we have veteran correctional pharmacists with extensive correctional pharmacy experience and knowledge ready to assume account management positions.

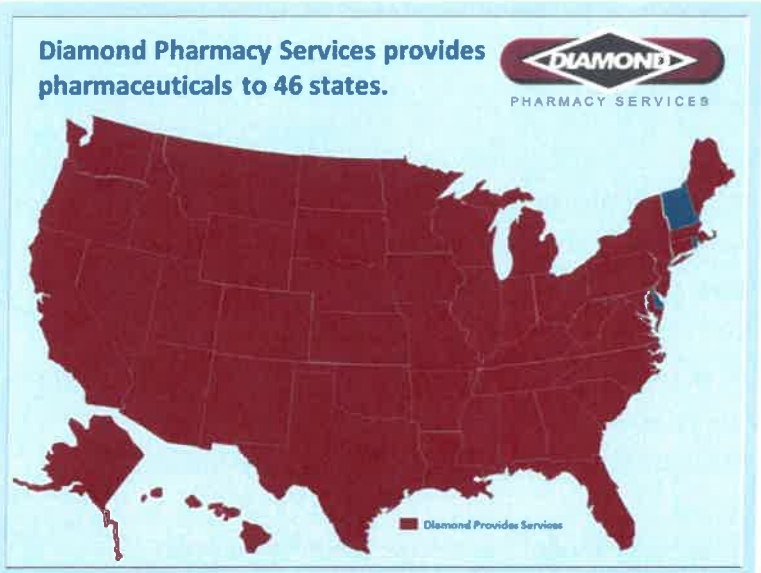
In today's business climate, companies often try to develop marketing and organizational strategies for growth. Diamond believes that our growth has not come from developing strategies. Our growth is a result of exceptional pharmaceutical services and superior customer service delivered to customers over the past 38 years.

Our privilege of servicing over 1,700 correctional institutions is based on our ability to lower their costs, improve operations, provide exceptional clinical and formulary management services, providing technology solutions, ensuring regulatory compliance, and most importantly – listening to what is most important to our clients.

Diamond dispenses over 14.6 million prescriptions annually and services approximately 700,000 correctional patients nationwide in 46 states.

We are proud of the growth we have achieved over the past 38 years and we consistently reinvest resources back into our pharmacy operation adding the latest technologies that improve our dispensing and management processes.

Our experience provides us with a comprehensive understanding of all applicable federal, state, and local laws, rules, and regulations, including those promulgated by the Arizona Board of Pharmacy.



***Current Service Area**. Diamond provides pharmacy services nationwide to correctional institutions in the 46 states shaded in red.*

We have been filling prescriptions for inmates in Arizona since 2001. We currently service 101 facilities in the state, ranging in capacity from 6 to over 5615.

Diamond offers professional comprehensive pharmaceutical services for all prescription and over-the-counter (OTC) medications, compounds, and intravenous (IV) solutions, as ordered by your designated prescribers.

We label, package, and dispense all medications for patient specific dispensing or stock distribution in full compliance with all current and

- **Current licensure in Arizona as a wholesaler for stock distribution of first dose and starter medications**
- **Current registration as an FDA Registered Repackager. Diamond is able to legally provide first dose and starter medications in cost-effective blister card packaging**
- The most accurate and meaningful reporting within the correctional pharmacy industry
- True unit-dose blister cards that have each individual bubble (on those medications eligible for reclamation) uniquely labeled with the medication's name, strength, lot number, and expiration date. This is a benefit that **ensures your patient safety** during the return and reclamation process
- Unique identifiers embedded in our barcode prescription label to track each and every piece of product checked into your facility and complete tracking of each and every piece of product shipped back from GCJ for return and credit
- The knowledge of an Arizona-licensed pharmacist currently on staff that is an expert regarding medication dispensing, stock distributions, and pharmacy services in the state of Arizona
- An existing interface with several of the industry's leading electronic health record companies for the electronic transmission of prescriptions to Diamond **including CorEMR since 2011**

Diamond distinguishes itself as the industry's leader in developing and advancing all the above services to our customers

State Boards of Pharmacy

Diamond is licensed in good standing in our home state with the Pennsylvania State Board of Pharmacy. We are also licensed to provide pharmacy services in 49 states.

U.S. Food and Drug Administration (FDA) and Arizona Licensure as a Wholesale Distributor that Ensures Regulatory Compliance

Diamond is properly licensed as a wholesaler to distribute prescription stock medication in all 48 contiguous United States. Hawaii does not provide a separate license for wholesaling and we can obtain licensure in the event it is needed. This status is important, as all correctional institutions have some degree of prescription stock on hand for first dose and other administration requirements.

The Prescription Drug Marketing Act of 1987 ("PDMA") is the federal statute that regulates the practice of wholesale distribution of human prescription drugs in interstate commerce. The PDMA defines wholesale distribution as the "distribution of drugs. . . .to other than the consumer or patient **[Federal Food, Drug & Cosmetic Act § 503(e)(3)(B)]**.

Additionally, the PDMA prevents any entity from engaging in "the wholesale distribution in interstate commerce of drugs. . . .in a State **unless such person is licensed** by the State in accordance with the guidelines issued [by Food and Drug Administration ("FDA")]." **[Id. at § 503(e)(2)(A).]**

FDA has indicated that it considers quantities to be minimal if the "total annual dollar volume of prescription drugs sold to licensed practitioners does not exceed five percent of the dollar volume of that retail pharmacy's annual prescription drug sales."..**[64 Fed. Reg. 67,720, 67,748 (Dec. 3, 1999)]**

Federal law and many state laws restrict pharmacies from dispensing more than 5% of their overall gross dollar sales as stock. The federal 5% rule **applies to all sales** of legend stock medications by a particular pharmacy to all their customers combined, not just the legend stock sold to Gila County.[1] Diamond knows that we dispense more than 5% of our gross sales as stock. For this reason, we strictly comply with rules and regulations established by the U.S. Food and Drug Administration (FDA) and Arizona wholesaler laws.

[1] U.S. Code of Federal Regulations (CFR), 21 CFR 203 and 21 CFR 205, as published in *The Federal Register*, Vol. 64, No. 232, III.H.4.

U.S. Food and Drug Administration (FDA)—FDA-Registered Repackager that Ensures Regulatory Compliance

Although bidders' compliance with federal and state regulations regarding medication repackaging is expected, the burden for ensuring compliance prior to a contract award falls on your evaluation committee prior to issuing a recommendation for award.

So why is this important for Gila County? This is important because a wholesaler OR pharmacy **must use** an FDA Registered Repackager to **legally sell** GCJ medications not in the original manufacturer packaging. Otherwise, the wholesaler OR pharmacy can only sell legend stock medications to GCJ in the original high cost manufacturers' bulk bottles.

Important to note is that a wholesaler can legally sell products only in the original manufacturers' containers. A pharmacy cannot simply put medication in a blister card and legally designate it as stock.

Vendors that cannot accommodate this may only sell legend stock medications in the original manufacturers' bulk bottles. This requires facilities to use multi-dose bottles which are unsanitary, and which typically come in quantities of 500 or 1000 in order to achieve the same pricing point yet are not eligible for credit.

Diamond is aware that most correctional institutions house first-dose, interim, or routine supplies of legend stock medications. This is why Diamond was the first industry provider to establish a wholly owned subsidiary FDA registered repackager – RemedyRepack.

Our use of RemedyRepack permits us to distribute legend stock medications legally in blister packs and other packaging in addition to bulk bottles so that GCJ may effectively manage the cost of stock medications.

Please consider the current quantity of stock cards in your medication cart and medication room that may not be properly or legally repackaged. As a law enforcement institution, GCJ cannot take the risk and negative publicity of not being in full compliance with state and federal laws (21 USC 352).

Key Personnel with Extensive Correctional Pharmacy Experience and Expertise

Cynthia Gray, R.Ph.—Proposed Pharmacist Account Manager

Cindy is responsible for the development and oversight of special projects at Diamond including Diamond's 340B program. She is a valuable resource not only to Diamond but also to our customers, as her expertise in developing and managing 340B programs is truly unique within the our industry.

Experience

- 27 Years Pharmacy Management and Policy Experience in the Commonwealth of Kentucky
- 18 Years Institutional Pharmacy Experience
- 7 Years Correctional Experience with Diamond Pharmacy
- 5 Year Retail Experience
- 340B Program Manager
- Registered Pharmacist in Kentucky
- Director of Pharmacy Services, Kentucky Cabinet for Health and Family Services—Frankfort, Kentucky—2011-2013
- Pharmacy Consultant, 340B Drug Pricing Program Collaborative Partnerships—LaGrange, Kentucky—2010-2011
- Director of Pharmacy, Kentucky Cabinet of Justice and Public Safety, Department of Corrections (KYDOC)—LaGrange, Kentucky—1990-2010
- Management and Long-term Care Treatment Team, Kentucky Cabinet of Justice and Public Safety—LaGrange, Kentucky
- Staff Pharmacist, Tri-County Baptist Hospital—LaGrange, Kentucky—1990-2004
- Staff Pharmacist, SuperX Pharmacy—Louisville, Kentucky—1989-1990

Education

- Graduate, Apexus 340B University
- Graduate, University of Kentucky College of Pharmacy, 1988
- Lambda Kappa Sigma, Alpha Nu Chapter—University of Kentucky—Professional Organization for Women in Pharmacy
- B.S. Biology, Chemistry Minor, Murray State University, 1986

- Staying current in terms of industry and pharmacy practices that can better serve our customers
- Working in concert with facility leadership and administrators to develop forward thinking strategies

Clinical Pharmacists

Diamond's clinical pharmacists are highly trained and well versed in making cost-effective recommendations and developing correctional specific drug formularies.

- Proper medication selection and utilization are equally as important as medication costs when you assess the impact on reducing your overall costs and improving patient outcomes.
- Diamond's pharmacists are always available. We regularly schedule pharmacists around the clock for 24/7/365 coverage to answer your questions regarding cost-effective therapy.
- Our pharmacists are some of the most highly credentialed in the entire industry. such as:
  - Board Certified Pharmacotherapy Specialist (BCPS)
  - Board Certified Ambulatory Care Pharmacist (BCACP)
  - Board Certified Geriatric Pharmacist (BCGP)
  - AAHIVE Accreditation
  - Certified Diabetes Educator
  - Anticoagulation Specialist

Tab 4. Scope of Work Solutions Provided by Diamond

As indicated in your response to question 1 of Addendum 2, Diamond complies with your RFP scope of work requirements. Some key highlights are provided below.

24/7/365 Hours of Operation with Regularly Scheduled Pharmacists In-house (not on call)

Around-the-Clock Customer Service and Consultation Benefit

Diamond is open 24 hours a day, 7 days a week, and 365 days a year ("24/7/365"), so Diamond's staff of **regularly scheduled pharmacists** is always available to:

- Receive, process, and ship prescription orders
- Answer questions and handle customer concerns
- View patient profiles
- Access databases to ensure safe and effective therapeutic decisions
- Coordinate emergency orders

Whether it is 2:00 p.m. on a Wednesday in July or 2:00 a.m. on Christmas Day, Diamond has regularly scheduled pharmacists and operational staff on duty at our corporate pharmacy in order to serve our clients better.

Diamond is open 24 hours a day, 7 days a week, and 365days a year.

If your staff phones Diamond with an emergency order, they are transferred immediately to a dedicated customer service technician or a pharmacist who can expedite your stat/emergency need. If you call after hours, Diamond's answering service patches your call through to one of our on-site pharmacists. We regularly scheduled pharmacists at our pharmacy 24 hours a day – every day of the year.

Invoices for Backup Charges

The backup pharmacy will invoice Diamond, and Diamond will invoice Gila County Jail. The amount of the charge is a discounted rate that is negotiated with the local pharmacy provider through a pharmacy benefits manager (PBM) company. These charges are simply passed through at the negotiated rate, as invoiced to Diamond, without any additional margin or markup added by Diamond. Charges may include but are not limited to the cost of the local pharmacy's prescription, if above Diamond's contract price, plus any delivery, on-call, taxi, or courier charges. Detailed reports of all emergency prescriptions requested by the facility are provided with Diamond's monthly invoice for complete transparency.

Management of Emergency Medications

Diamond realizes the importance of receiving emergency medications in a timely fashion and does everything within our power to expedite processing, filling, and delivery. We also realize that emergencies are costly in terms of both the patient's wellbeing and the expense of providing emergency care. To minimize costs, Diamond continuously collaborates with your medical director and staff to determine the medications that need to be added to the emergency stock supply list to help minimize future emergency orders that are needed locally.

Please also note, partnering with a pharmacy that is not licensed as a wholesaler or does not use the services of a licensed wholesaler in Arizona may jeopardize your ability to have first-dose starter stock or interim stock on hand. You will then have to rely more heavily on local pharmacies at a higher cost.

Diamond is licensed as a wholesaler in Arizona. We utilize a registered repackager to distribute first-dose stock and interim stock in blister card packaging. Because we have committed these resources to comply with FDA regulations and state-level requirements, Diamond will decrease your reliance on local backup pharmacies. In some cases, we have seen reductions by up to 50%.

We also realize that some correctional institutions are located in communities that do not have a 24/7 pharmacy located nearby, or that are located at a significant distance from a back-up pharmacy. In these situations, a facility's on-hand supply of first dose and starter stock are essential in meeting the emergency needs of their inmate patients. By coordinating the proper

For example, if one of your clinicians prescribes 120 tablets of tramadol 50mg for a patient and we dispense the prescription using four 30-count blister cards. Diamond can accurately report to your administrative team the name of the staff member at your facility who checked in all four of the 30-count cards to ensure that all four cards were received. Other pharmacies can typically only provide accountability based on one arbitrary prescription number that represents all 120 tablets from their pharmacy; yet, this does not provide accountability for all the doses dispensed.

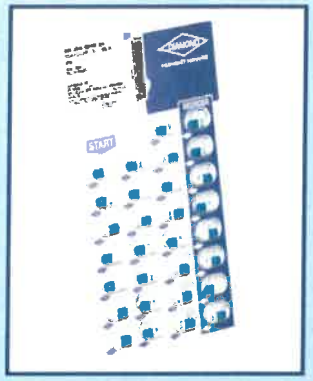
This capability, which we believe is exclusive to Diamond, is extremely critical for medication reconciliation and accountability and is yet another benefit of partnering with Diamond

Unit-dose Blister Cards Provided by Diamond

Blister Cards

Prescription and non-prescription solid, orally administered medications are dispensed in tamper-proof USP 30-count unit-dose blister cards.

Our blister cards provide a specialized filling system for safe, efficient, and cost-effective medication dispensing and distribution. They also provide a sanitary delivery system compared with bulk bottles, multi-dose baggies, and vials. Nurses enjoy the protection, **accountability**, and ease of delivery offered by blister cards and the gains realized in productivity and efficiency.



Diamond's Color-Coded Blister Cards. *To differentiate drug categories and reduce diversion, Diamond uses different colored cards. Legend and over-the counter (OTC) items are packaged in blue blister cards, and controlled substances, tramadol, and pseudoephedrine products are packaged in red blister cards.*

Facilities that are permitted to have first dose and prescription starter stock can save money with Diamond and improve inventory management. This is done by distributing legend stock in 30-count blister cards, as inventory can be controlled more closely. With Diamond, you do not need to purchase large volume (500- or 1000-count) and expensive stock bottles that other pharmacy providers may require.

Pharmacies that do not use the services of an FDA-registered repackager for stock repackaging into 30-count blister cards significantly increase your inventory dollars and exposes Gila County to potential regulatory compliance concerns.

Waste is also dramatically reduced, as true unit-dose blister cards dispensed by Diamond are eligible for return and credit. Other dispensing systems are not permitted to be returned in accordance with most boards of pharmacy regulations since the lot number and expiration dates on other packaging sources cannot be maintained throughout the return and reclamation process.

That would be a large financial loss to the pharmacy. If that pharmacy reuses the medications despite using a packaging system other than a true unit-dose blister card system, that pharmacy likely is **acting in violation of board of pharmacy regulations** and putting your patients at risk of receiving expired or recalled medications.

Diamond believes that preserving the lot number, expiration date, and sanitary condition of each individual bubble of the blister pack on medications eligible for reclamation is critical when a medication is returned. Some pharmacies may remove medications from returned blister cards, then repackage, and re-dispense the medication. We believe this is a **violation of most state board of pharmacy regulations.**

These pharmacies cannot guarantee the integrity of their dispensed tablets, the lot number, or the expiration date of the medication. This is because the medications returned by their customers around the country do not remain in the original intact bubble packaging. The medication may then be mixed into a large manufacturer's stock bottle and subsequently redispensed to patients, including yours.

During the evaluation process, we encourage your team to ask bidders' to detail their systematic process for reclaiming medications returned in partial blister cards that are re-dispensed. We would also encourage your team to **review those medications currently in your medication room and medication carts** and ask, "How can we be sure the medications in each bubble of the blister card are not expired or have been recalled?"

Should GCJ lose the ability to obtain credits on medications returned in partial blister cards, this would quickly become a tremendous financial burden to your institution.

Diamond's Credit Policy Saves You Money

Diamond realizes the importance of issuing credit on returned medications and offers credit on returned medications where permitted by law or regulation in accordance with our policy below.

Medication returns are made simple, as they are processed electronically using Diamond's free web-based reconciliation program. The program tracks medications that are returned to Diamond using scanned barcodes.

The return process is only three steps:

- Open the return function in the reconciliation program dashboard
- Scan the label on each medication being returned to Diamond
- Enter the quantity being returned

Our system captures all your returns and provides you with an electronic record. Upon receipt, Diamond has developed proprietary software for returned medications each piece is scanned into our software upon return. This enables the customer to view what they returned vs. what Diamond received in order to allow the customer to have full exposure to the returns process and complete reconciliation of all pieces returned. This unique process differentiates us from our competition.

Each individual barcode label on product dispensed by Diamond has a unique identifier embedded in the barcode. This is important because it allows your financial wing to have **100% accountability** to the blister-card-level when medications are returned for credit.

Standard Reporting is Essential to Facility and Administrative Personnel

Analyzing monthly utilization, formulary management trends, medication expenditures, clinical service metrics, polypharmacy information, and your clinicians' overall prescribing habits is critical for properly managing your budgetary dollars as well as ensuring proper care. Both the facility and administrative levels need accurate and dependable reporting, where data is presented in a user-friendly and easy-to-understand format.

Diamond has gained a wealth of knowledge over the past three decades developing reports that are tailored to meet the specific needs of our customers

Ad Hoc Reports Provided or Created at NO Additional Cost

In addition to our standard monthly, quarterly, and annual reports, Diamond provides ad hoc reports upon request. Most ad hoc reports are provided within 1-2 business days, depending on complexity. However, reports requested by your security staff to help search for diverted medications usually can be provided in less than an hour.

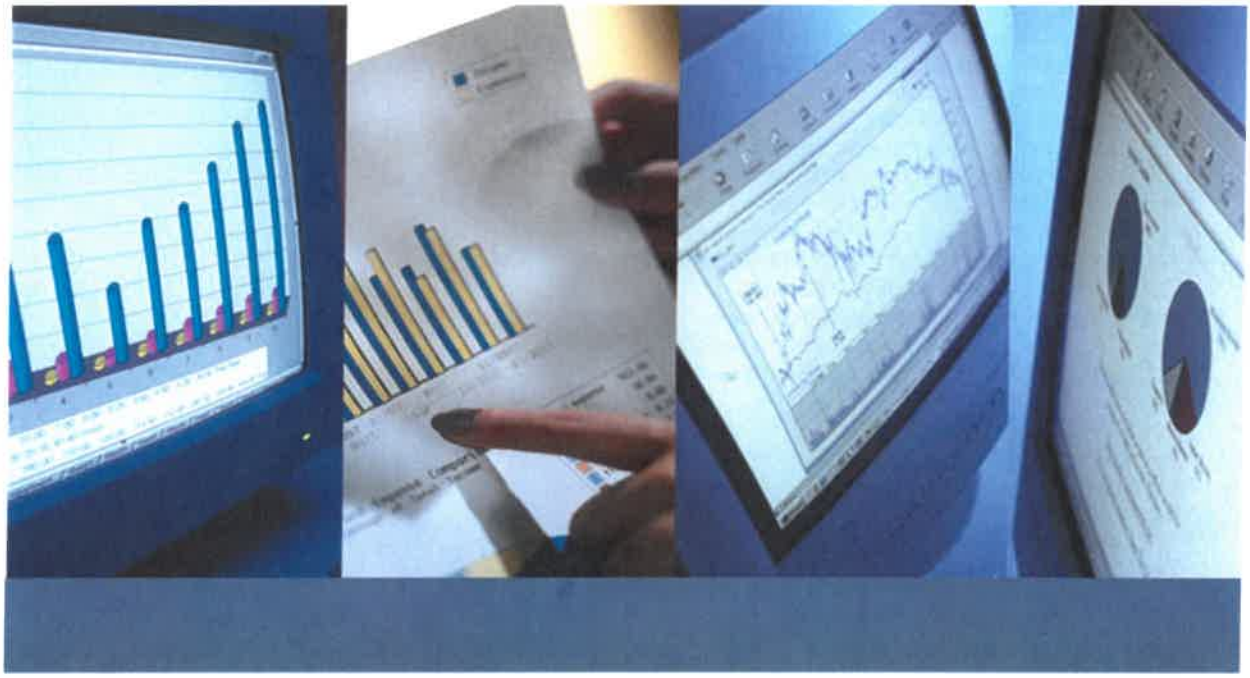
HIPAA Compliant Reporting

All reports are provided, maintained, and disposed of in compliance with all federal and state laws and department policies and procedures. This includes Health Insurance Portability and Accountability Act (HIPAA) regulations.

Examples of Some of the Many Diamond Standard Reports

Examples of Diamond's Standard Reports	
Patient Census	Number of inmates who received medical care that month
Total Monthly Costs	Gross cumulative monthly total of Diamond's invoices to your facility (includes all stock and prescription medications, formulary and non-formulary drugs, health-care supplies, and the costs of any STAT deliveries)
Total Monthly Costs Less Credits	Gross cumulative monthly total with deductions for credits issued for returned medications, healthcare supplies, etc.
Total Monthly Cost Per Patient Less Credits	Net invoiced cumulative monthly total costs divided by the number of patients who received care that month
Total Non-Formulary Prescription Orders	Number of non-formulary orders shipped to your facility each month
Non-Formulary Costs	Number of non-formulary prescriptions you received and cumulative monthly spending for these medications

MONTHLY FORMULARY MANAGEMENT REPORTS

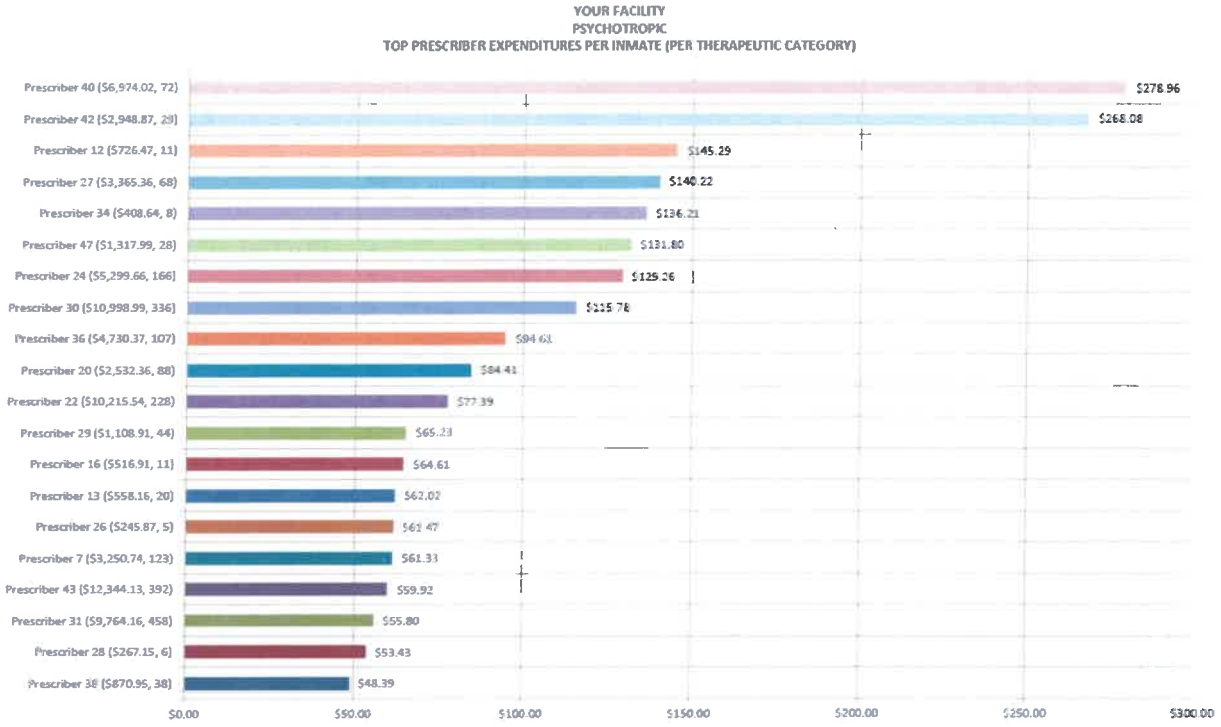


YOUR FACILITY
FORMULARY MANAGEMENT REPORT

	INMATE CENSUS	TOTAL RX ORDERS	NEW RX ORDERS	NF NEW RX ORDERS	REFILL RX ORDERS	NF REFILL RX ORDERS	STOCK RX'S	NF RX'S	FORM RX'S	PSYCH RX'S	FORM PSYCH RX'S	NF PSYCH RX'S	CONTROL RX'S	OTC ORDERS	INJECT RX'S	ANALGESIC RX'S	ANTI-INFECTIVE RX'S
	8121	29,330	20,274	85	9,056	54	11,383	139	29,191	11,256	11,178	78	1,111	4,678	363	4,514	1,575
	7515	28,528	18,708	54	9,220	58	10,962	112	28,416	11,078	11,032	46	1,135	5,104	372	4,724	1,592
	7704	28,050	20,175	62	7,875	48	10,733	110	27,940	10,578	10,533	45	1,182	5,341	309	4,599	1,530
	8054	24,086	17,305	60	7,081	34	9,236	94	23,992	8,633	8,592	41	1,028	4,271	322	4,016	1,380
	7754	25,553	18,204	78	7,349	41	10,033	115	25,474	9,120	9,073	47	1,119	4,475	422	4,117	1,458
	8132	26,074	18,126	74	7,948	40	10,226	114	25,960	8,835	8,799	36	1,184	4,694	388	4,314	1,523
	8249	27,101	19,519	49	7,582	37	10,836	86	27,015	8,968	8,948	20	1,238	4,959	508	4,420	1,598
	8140	24,396	17,555	46	6,841	30	9,897	78	24,318	8,273	8,249	24	1,073	4,329	348	4,021	1,562
	8144	25,362	18,284	47	7,099	28	10,187	75	25,308	8,216	8,192	24	1,180	4,473	516	4,285	1,570
	8195	25,363	18,896	48	6,477	31	11,078	79	25,284	8,044	8,023	21	1,306	4,843	379	4,723	1,497
	8222	22,636	15,664	47	5,942	26	9,474	73	22,533	6,766	6,747	19	964	4,402	376	4,353	1,423
	8201	25,518	19,508	66	6,010	43	10,983	109	25,409	8,017	7,987	30	1,129	4,979	360	4,846	1,380
% CHAN PQ	0.17%	8.00%	10.94%	39.44%	-7.62%	51.75%	7.33%	44.05%	5.88%	4.49%	4.35%	46.63%	-3.57%	6.86%	-15.03%	8.78%	-7.50%
% CHAN PY	2.15%	-0.63%	7.14%	11.35%	-19.68%	10.77%	5.77%	11.12%	-0.68%	-11.61%	-11.58%	-17.71%	-2.52%	6.00%	-11.11%	10.85%	-5.17%
AVG PQ	8,187.00	24,450.67	17,944.67	47.33	6,506.00	23.33	10,233.67	75.67	24,375.00	7,675.33	7,654.00	21.33	1,150.00	4,572.67	423.67	4,455.00	1,496.67
Y-T-D	96514	312,828	229,308	718	86,520	478	124,658	1,196	311,640	107,784	107,353	431	13,623	56,648	4,817	52,936	18,092

	PULMONARY RX'S	CARDIAC RX'S	ANTI LIPID RX'S	COUGH/ COLD RX'S	DIABETES RX'S	GI RX'S	SEIZURE RX'S	ANTI ANXIETY RX'S	ATYP ANTI PSYCH RX'S	TYP ANTI PSYCH RX'S	NF ATYP ANTI PSYCH RX'S	ANTIDEPRESS RX'S	GEODON RX'S	RISPERDAL RX'S	ZYPREXA RX'S	CLOZAPINE RX'S	ABILIFY RX'S
	254	3,645	459	416	920	1,781	1,482	2,168	2,341	343	56	3,737	94	1,589	447	2	153
	256	3,081	403	487	927	1,758	1,510	1,992	2,334	337	38	3,781	68	1,568	419	0	138
	265	2,993	384	676	846	1,664	1,378	1,938	2,217	349	32	3,393	54	1,453	508	3	129
	237	2,834	362	443	709	1,458	1,262	1,614	1,851	295	26	2,696	87	1,228	394	5	105
	236	3,005	367	436	665	1,587	1,363	1,560	1,928	363	28	2,578	94	1,327	381	3	91
	255	3,140	415	516	823	1,578	1,375	1,432	1,799	370	27	2,890	136	1,222	340	3	96
	280	3,292	403	436	885	1,789	1,472	1,464	1,951	333	11	2,777	84	1,436	317	1	95
	232	2,795	359	354	782	1,607	1,452	1,335	1,844	356	15	2,572	78	1,250	399	3	97
	234	3,132	413	326	931	1,644	1,448	1,231	1,893	334	14	2,436	59	1,310	363	2	115
	189	3,059	365	411	836	1,678	1,405	1,232	1,786	326	17	2,299	81	1,161	413	1	105
	210	2,717	304	405	821	1,484	1,296	1,039	1,584	301	17	2,000	76	1,040	340	0	95
	223	3,179	314	437	874	1,938	1,398	1,315	1,816	360	22	2,390	72	1,192	423	0	98
% CHAN PQ	5.69%	7.06%	-12.94%	14.60%	-0.61%	20.97%	8.89%	12.65%	3.52%	9.26%	37.50%	6.46%	0.00%	1.85%	11.71%	-100.00%	-6.52%
% CHAN PY	-7.47%	3.79%	-18.42%	-3.01%	2.33%	18.32%	7.36%	-14.78%	-7.21%	6.44%	-14.79%	-16.54%	-12.78%	-10.71%	7.19%	-100.00%	-11.57%
AVG PQ	211.00	2,969.33	360.67	380.67	879.33	1,602.00	1,383.00	1,167.33	1,754.33	320.33	16.00	2,245.00	72.00	1,170.33	378.67	1.00	105.00
Y-T-D	2,874	36,872	4,548	5,393	10,269	19,966	16,936	18,288	23,344	3,967	308	33,827	960	15,876	4,764	23	1,317

	SEROQUEL RX'S	# INM ON RX'S	# INM ON NF RX'S	% INM ON RX'S	# RX'S/INM	# RX'S/PTS TREATED	# RX'S/INM LESS STOCK	% NF RX'S	% PSYCH RX'S	% NF PSYCH RX'S	# INM ON PSYCHS	# INM ON PSYCHS(A)	# INM ON FORM PSYCHS	# INM ON NF PSYCHS	% INM ON PSYCHS	# INM ON ATYP ANTIPSYCH(A)	# INM ON ATYP ANTIPSY
	59	4,045	49	49.81%	3.61	7.25	2.27	0.47%	38.38%	0.07%	2,218	1,812	2,211	33	22.31%	698	867
	39	3,988	55	52.35%	3.80	7.25	2.36	0.39%	38.30%	0.16%	2,225	1,821	2,222	17	23.90%	683	867
	32	4,149	53	53.86%	3.64	6.79	2.27	0.39%	37.71%	0.16%	2,323	1,814	2,316	18	23.95%	670	890
	28	3,926	47	48.57%	2.98	6.13	1.82	0.39%	36.84%	0.17%	2,181	1,774	2,176	19	21.94%	658	851
	26	3,990	59	51.79%	3.32	6.41	2.02	0.46%	36.63%	0.18%	2,177	1,732	2,170	26	22.48%	638	836
	26	4,075	56	50.11%	3.21	6.40	1.97	0.44%	33.88%	0.14%	2,092	1,651	2,088	16	20.30%	594	797
	11	4,201	52	50.93%	3.29	6.45	1.97	0.32%	33.09%	0.07%	2,137	1,606	2,134	8	19.47%	599	816
	14	3,898	49	47.89%	3.00	6.26	1.78	0.32%	33.91%	0.10%	1,984	1,527	1,981	13	18.76%	589	795
	14	3,931	47	48.27%	3.12	6.45	1.87	0.30%	32.37%	0.09%	1,868	1,444	1,865	9	17.73%	555	788
	17	3,811	49	46.50%	3.05	6.16	1.74	0.31%	31.72%	0.08%	1,783	1,365	1,779	9	16.66%	531	722
	17	3,591	42	43.68%	2.75	6.30	1.60	0.32%	29.93%	0.08%	1,660	1,308	1,659	7	15.91%	514	677
	22	3,755	57	45.79%	3.16	6.90	1.82	0.42%	30.93%	0.12%	1,767	1,352	1,764	12	16.49%	550	721
% CHAN PQ	37.50%	-0.60%	23.91%	-0.79%	5.80%	5.69%	5.06%	35.68%	-1.29%	32.84%	-0.19%	-1.48%	-0.21%	44.00%	-1.67%	3.11%	0.28%
% CHAN PY	-14.15%	-5.27%	10.38%	-7.37%	-2.90%	4.97%	-7.06%	12.49%	-10.64%	-15.73%	-14.17%	-16.70%	-14.15%	-19.51%	-18.69%	-9.93%	-10.63%
AVG PQ	16.00	3,777.67	46.00	46.13%	2.99	6.47	1.74	0.31%	31.34%	0.09%	1,770.33	1,372.33	1,767.67	8.33	16.77%	533.33	719.00
Y-T-D	304	47,360	612								24,413	19,206	24,367	176		7,267	9,597


YOUR FACILITY
PSYCHOTROPIC
TOP PRESCRIBER EXPENDITURES PER INMATE (PER THERAPEUTIC CATEGORY)
Prescriber 40 ($6,974.02, 72)
$278.96
Prescriber 42 ($2,948.87, 29)
$268.08
Prescriber 12 ($726.47, 11)
$145.29
Prescriber 27 ($3,365.36, 68)
$140.22
Prescriber 34 ($408.64, 8)
$136.21
Prescriber 47 ($1,317.99, 28)
$131.80
Prescriber 24 ($5,299.66, 166)
$125.26
Prescriber 30 ($10,998.99, 336)
$115.78
Prescriber 36 ($4,730.37, 107)
$94.61
Prescriber 20 ($2,532.36, 88)
$84.41
Prescriber 22 ($10,215.54, 228)
$77.39
Prescriber 29 ($1,108.91, 44)
$65.23
Prescriber 16 ($516.91, 11)
$64.61
Prescriber 13 ($558.16, 20)
$62.02
Prescriber 26 ($245.87, 5)
$61.47
Prescriber 7 ($3,250.74, 123)
$61.33
Prescriber 43 ($12,344.13, 392)
$59.92
Prescriber 31 ($9,764.16, 458)
$55.80
Prescriber 28 ($267.15, 6)
$53.43
Prescriber 38 ($870.95, 38)
$48.39
$0.00
$50.00
$100.00
$150.00
$200.00
$250.00
$300.00

YOUR FACILITY
TOP 50 NON-FORMULARY MEDICATIONS BY PRICE

		DISPENSED				COST		
	MEDICATION	# OF RXS	QUANTITY	MTHLY AVG	% CHANGE	PRICE	MTHLY AVG	% CHANGE
1	Valcyte 450mg Tablet	4	77	102	-24.51%	$4,471.90	$5,912.60	-24.37%
2	Tetanus Toxoid Ads SDV	9	45	0.5	8,900.00%	$3,424.77	$41.11	8,230.75%
3	Makena 250mg/ml Inj	1	5	5	0.00%	$2,935.90	$2,935.90	0.00%
4	Humira Pen 40mg/0.8 Kit	1	2	2	0.00%	$2,297.65	$2,297.65	0.00%
5	Calcipotriene 0.005% Cmm	2	240	90	166.67%	$1,140.92	$430.40	165.09%
6	traMADol 50mg Tablet	51	3099	2119.666666	46.20%	$210.25	$133.72	57.23%
7	Modafinil 200mg Tablet	1	60	60	0.00%	$210.07	$316.73	-33.68%
8	Omep-Sod Bicarb 40-1100	1	15	0	100.00%	$156.05	$0.00	100.00%
9	Propylthiouracil 50mg Tab	2	396	281.333333	40.76%	$154.58	$33.75	357.97%
10	Qvar 80mcg Inhaler	1	8.7	8.7	0.00%	$152.51	$152.51	0.00%
11	Quetiapine 200mg Tablet	12	58	112	-48.21%	$51.34	$62.45	-17.79%
12	Buspirone 7.5mg Tablet	2	60	0	100.00%	$47.00	$0.00	100.00%
13	Doxycycline Hyc 100mg Cap	2	12	15	-20.00%	$37.48	$46.90	-20.09%
14	Calcium Acetate 667mg Tab	1	90	0	100.00%	$32.40	$0.00	100.00%
15	Quetiapine 200mg Tab	7	30	6	400.00%	$23.41	$3.64	543.13%
16	buPROPion-SR 200mg Tab	2	60	0	100.00%	$21.96	$0.00	100.00%
17	Quetiapine 400mg Tablet	2	18	0	100.00%	$13.82	$0.00	100.00%
18	Depo-Test. 200mg/ml SDV	1	1	2.666666	-62.50%	$12.98	$34.61	-62.50%
19	Diphenox/Atrop. 2.5mg Tab	2	60	59	1.69%	$12.42	$12.33	0.77%
20	buPROPion 100mg Tablet	1	15	0	100.00%	$9.64	$0.00	100.00%
21	buPROPion-SR 150mg Tab	2	10	17	-41.18%	$7.33	$6.59	11.23%
22	Quetiapine 100mg Tablet	1	15	51	-70.59%	$5.35	$13.45	-60.22%
23	Metoclopramide 5mg Tablet	1	60	30	100.00%	$5.06	$4.23	19.62%
	TOTALS:	109	4436.7	2961.866665	49.79%	$15,434.79	$12,438.57	24.09%
	% OF NET COST:					3.90%	3.14%	0.76%

Gila's General Conditions for a Pharmacy Vendor

1. Bid award will be made to the lowest or best bid, based on prescription cost, and fees bid, and the total pricing of the list of selected prescriptions. The successful bidder must offer all services and products requested for a single local source and supply for prescription medications for jail inmates.

Diamond has read, acknowledges, and accepts this general condition.

2. During the contract period, no adjustments will be allowed in prescription fees

Diamond has read, acknowledges, and accepts this general condition.

3. Monthly adjustments in prescription prices may be allowed based on increases and decreases in the cost of drugs to the supplier. Provisions for price adjustment up or down from supplier pricing as of the award date, during the contract period, must be supplied in a bidder statement, accompanying the bid.

Diamond has read, acknowledges, and accepts this general condition.

4. Adjustments must be based on price changes to supplier, be clearly documented, and be easily auditable by the County

Diamond has read, acknowledges, and accepts this general condition.

5. Timely notice and documentation must be provided to the County.

Diamond has read, acknowledges, and accepts this general condition.

6. Gila County reserves the right to negotiate an acceptable method of price adjustment prior to awarding the bid. The County also reserves the right to inspect relevant bidder documentation at the bidder's place of business prior to bid award and at any time during the contract period.

Diamond has read, acknowledges, and accepts this general condition.

7. Pricing structure for medications is anticipated to be a combination of the lesser of the following:

- *State Medical Rate*
- *Average Wholesale Price (AWP) minus an agreed upon percentage*
- *Store Retail Sale Price*

Diamond has read, acknowledges, and accepts this general condition.

16. The term of the bid will be from when it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, and may be renewed for up to three (3) one-year terms, for a total of four (4) years, by mutual agreement of the parties.

Diamond has read, acknowledges, and accepts this general condition

17. Either party may withdraw from the agreement with or without cause by providing the other party with 90 days written notice.

Diamond has read, acknowledges, and accepts this general condition.

18. The medical delivery system, including the medication delivery system, must conform to County standards for medical services provided in the Gila County code as set by state law, and with Arizona State law. The system must conform to the most recent edition of the Standards for Medical Services in Jails, developed by the National Commission on Correctional Health Care (NCCHC).

Diamond has read, acknowledges, and accepts this general condition.

19. The Contractor shall indemnify and hold harmless the Gila County Sheriff's Office and it's agents, servants or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of an intentional tort committed as a result of providing medication to the Gila County Jail. Conversely, the Gila County Sheriff's Office shall indemnify and hold harmless the Contractor and it's agents, servants, employees, from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the operation and maintenance of the Gila County Jail, including maintaining security, as well as acts performed by the contractor done in the course of providing medical care for Gila County.

Diamond has read, acknowledges, and accepts this general condition.

20. Standing orders, rules, and regulations of the contractor relating to medical services are generally to established and implemented solely by the contractor. In areas that impact upon the security and general administration of the Gila County Jail, the Policies and Procedures of the contractor are subject to review and approval of the Gila County Sheriff's Office.

Diamond has read, acknowledges, and accepts this general condition.

Tab 5. An Open Discussion Regarding Pricing

The Diamond Difference Regarding Cost Avoidance

Diamond believes in a proactive approach to saving money by focusing on cost avoidance. We take action to reduce anticipated costs **before they actually occur** by targeting issues that would likely have a negative effect on your financial bottom line. Diamond provides price alerts and projects how situations may affect our customers' bottom line and their formulary management going forward.

Diamond's efforts have resulted in managing prescription and clinician ordering trends while providing medically necessary, cost-effective patient care. We collaborate with our customers through participation in P&T meetings, policy and procedures meeting, and protocol support discussions. We continuously review reports for our clients to best plan for cost avoidance.

Since price change increases and decreases are **monitored daily** by your pharmacist account manager, any urgent clinical/operational issues are discussed immediately via individual teleconference calls. You will not have to wait 90 days until your next P&T meeting to be alerted of significant cost increase. All these efforts result in Diamond's staff helping your staff avoid unnecessary price increases.

Third Party Billing by Diamond Removes Dollars from Your Monthly Invoices

With Diamond's direct third party invoicing, the cost of those respective medications are removed from your budget.

Diamond directly invoices medical assistance (where permitted), private health insurance, federal agencies [U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals Service (USMS)], or other sources of payment whenever a patient is eligible and when information is provided to Diamond at the time of dispensing.

Diamond works with our clients to establish a liaison that can provide third party insurance information prior to the dispensing of prescription orders. If this information is available, then Diamond will attempt to bill the claim to the third party on your behalf. Medication claims not paid within 60 days become the responsibility of the facility.

USMS Billing is handled by Diamond

Diamond is a Heritage Health Solutions participating pharmacy and has been a preferred pharmacy partner with Heritage Health Solutions since January 2010. We have worked with them since their inception in 2005 and currently at over 100 correctional institutions across the country. We have a full understanding of their operations and procedures. We are extremely

therapeutic recommendation by Diamond results in the use of Alvesco 160 mcg at a cost of around $123.00 per inhaler, **a savings of over 45% per inhaler**, which to our knowledge is realized only with Diamond.

Similarly, Ventolin HFA and Xopenex HFA are short-acting beta-agonists used as rescue inhalers. Diamond utilizes Xopenex HFA as our recommended rescue inhaler at a cost of around $28.00 per inhaler compared to a cost of $36.00 for a generic albuterol inhaler, **a savings of over 22%** without compromising patient care.

Likewise, LABA/ICS combinations such as Dulera, Symbicort, and Advair are extremely costly. The cost of a Symbicort Inhaler is over $325.00 per inhaler. Diamond recommends the use of Salmeterol + Fluticasone as our preferred agent at a cost of $80.00 per inhaler, **a savings of over 75%.**

Due to some questionable manufacturer pricing practices, the monthly cost of generic Daraprim (pyrimethamine) could be as high as $26,000 per month. Diamond's in house non-sterile compounding division currently compounds together, the two agents typically given along with a 3rd agent for the treatment of toxoplasmosis (pyrimethamine/leucovorin) in common strengths resulting in a significant decrease in cost **(99.5% lower)** compared to commercially available product. Or in other words, a final cost to Diamond customers of approximately $100/month depending on the individual patient's case.

Lastly, in January of 2020, Diamond switched from Humulin to Novolin as our preferred insulin product. This resulted in the pricing of Insulin N, R, and 70/30 to go from a price of $74.35 per vial to $47.72 per vial. A **cost savings of 35.8%** for our correctional clients.

Routine Business Reviews are provided by Your Diamond Pharmacist Account Manager

Diamond provides routine business reviews with our clients and administrative staff. Topics of a business review include:

- Compliance with regulatory and accrediting agencies
- Cost-avoidance strategies
- Clinical services
- Formulary management
- Operations
- Provider ordering trends and utilization
- Successful program initiatives seen with other Diamond customers
- Your facility's formulary management reports

Tab 6. Proposal Summary and Presentation Request

Diamond has read and fully understands GCJ's intent and desire in issuing an RFP at this time. Throughout our proposal, we detailed Diamond's services, solutions, and capabilities related to your mandatory scope-of-work requirements and specifications. However, to earn your business, we realize our focus must always be centered on highlighting those benefits that Diamond will provide to Gila County in order to first earn your trust. We are always asking, "What can we do in order to improve efficiency and productivity that will also be of the greatest value to our client partners?"

In line with your vision and mission, Diamond works hard each day to meet the demands of an ever-changing health care landscape. We provide our clients with customized solutions to help them avoid costs, assess utilization, and foster positive patient outcomes in the most cost-efficient manner. Quality services, noticeable program benefits, tremendous value, clinical services, regulatory compliance, and an honest approach to business are core pillars of our success.

We have worked very hard over the past several years on operational efficiencies, enhanced clinical services, the development of an industry leading Drug Information Center, technological innovations, lower medication acquisition costs, and cost avoidance initiatives in anticipation of GCJ releasing this RFP for pharmacy services. The information and experience gained on your last procurement from 2017 has allowed us to solidify our resolve, strengthen our operations, improve our services, and continue to grow as a company so at this time we could provide Gila County with the best possible proposal and value. It is our hope that the time has come for Diamond to **earn your trust** in order to provide medication dispensing and comprehensive pharmacy program management services to GCJ.

We understand that you are looking for a pharmacy vendor that will:

- Contractor must provide service for essential medications 24 hours a day, 7 days a week.
- Contractor must have an emergency notification system, must be available after hours, and must return calls within one hour to either the Jail or the local hospital Emergency Department for medication orders for jail inmates.
- Streamline the process for ordering and providing medications
- Be highly qualified with a stellar industry reputation
- Provide reliable and dependable delivery
- Not only meet, but exceed minimum standard qualifications
- Provide all services in the most cost efficient manner
- Contractor will label all medications in accordance with Arizona State labeling laws

Your staff will not be adversely affected by a transition of service to Diamond, as GCJ is already accustomed to an off-site pharmacy management program and many of the procedural aspects of your current operation will be the same regardless of pharmacy vendor.

- Orders will continue to be transmitted to Diamond via CorEMR, as they are now by your established daily cutoff times
- Diamond will process your orders that are received prior to your cutoff time or late orders that are phoned in, and they will continue to be delivered the next business day, as they are now
- Emergency orders will continue to be filled from facility starter stock or through local backup pharmacies, as they are now
- As you can see, GCJ will experience very little (if any) disruption to your current processes; and you **will gain numerous benefits and value with Diamond** that have been detailed throughout our proposal

Our proposal details several innovations, defines our qualifications, and establishes our credibility through our current and past performance serving regional, state, and local correctional institutions of all sizes. We wish to be an integrated partner that you can trust to manage your pharmacy program properly, to **quickly and effectively** deal with the unexpected, and to ensure compliance with regulatory and accrediting bodies. With Diamond, you will get more of the results that GCJ most desires.

Over 1,700 correctional institutions nationwide put their trust in Diamond each day to meet their medication dispensing and pharmacy program management needs. Include in our client base is Maricopa County CHS for the past 15-years, the Arizona Department of Corrections, and several county jails and detention centers throughout the state of Arizona. Delivering results for our clients is at the core of our mission.

We truly appreciate the opportunity available through your procurement to earn your trust and hopefully earn the privilege of becoming your correctional pharmacy services partner.

We look forward to a favorable review of our proposal. Looking beyond our written response, we hope that the next step of the evaluation process will be an opportunity to meet in person, over the phone, or virtually with your evaluation team to discuss further the **value and benefits** Diamond will provide to GCJ. This would also be a great opportunity to address any concerns or clarifications members of your team may have regarding our proposal.

Thank you for your time and consideration of Diamond Pharmacy Services.

Tab 7. Services and Benefits from Diamond Not Addressed in the RFP

Additional Services & Products Available from Diamond

In addition to medication dispensing and comprehensive pharmaceutical services and products detailed in our proposal, Diamond offers a complete line of competitively priced ancillary services including the following:

Medical Equipment and Supplies

Diamond offers latex gloves, exam table paper, bandages, test strips, braces, crutches, wound care products, walkers, wheelchairs, hospital beds, urologicals, etc.

Healthcare Products

Diamond offers aspirin, acetaminophen (Tylenol), shampoo, soap, hand lotions, disinfectant cream, toothpaste, individual unit-dose packets, etc.

Commissary Medications

Diamond carries a full line of over-the-counter (OTC) medications to fulfill your commissary program needs at very competitive pricing.

Respiratory Therapy Services

Diamond provides access to our staff of three respiratory therapists and technicians and a complete line of products and equipment.

Correctional-Specific Electronic Health Record (EHR) / Electronic Medical Record (EMR) System

If GCJ is interested in a complete electronic health record (EHR)/electronic medical record (EMR) system, other than CorEMR, Diamond offers a full correctional-specific EHR at a separate price to be negotiated.

InnovaHealth

InnovaHealth is a Diamond subsidiary that provides mail-order prescription dispensing services to employee group benefit programs and other clients (at a separately negotiated price).

any remaining refills, the medication being on manufacturer's backorder, or an order needing non-formulary approval.

For order reconciliation, the process works as follows:

- Each day as your medication orders are received at Diamond, the medications move through Diamond's workflow management system until they are prepared for shipping
- Each medication is assigned a prescription number and **a unique identifier that is embedded in the barcoded label.** When a medication is processed through the final workstation at our pharmacy, our electronic reconciliation program will start tracking that medication

- As the daily shipment builds at Diamond, the prescription numbers and identifiers are fed into the reconciliation program
- Once the order is completely filled, the medications are shipped to your facility
- When the order arrives at your facility the next day, a staff member uses their secure username and password to log in to the system to access the reconciliation process
- Staff then scans each medication's barcode until the entire delivery is reconciled
- At the end of the process, the system generates a report that lists all medications billed to your facility and notes any exceptions (medications not scanned in) from your actual reconciliation at your facility

Easily Resolve Any Shortages or Exceptions

Any medication not scanned into the system at the facility level is listed on an exception report and is highlighted in red. Any shortages noted by your staff are to be called into your order entry technician at Diamond within 24 hours of order reconciliation. Diamond will research the shortage and provide you with a corrective action plan.

Electronic Invoices Increase Accountability

Each month, Diamond can provide invoices electronically in Excel. The invoice is used to compare the items Diamond billed to your facility with the items you electronically reconciled (scanned) when they were received at the facility. Any exceptions are reported to Diamond's billing department for immediate follow-up and resolution.

Medication Return Process Only Takes Three Easy Clicks of the Mouse

The medication return process also uses scanned barcodes and works the same as the reconciliation process. Our return process is only three steps:

- Open the return function in the reconciliation program dashboard
- Scan the label on each medication being returned to Diamond

Electronic Refill Submittal is Much More Efficient than Faxing Peel off Labels

Facility staff can quickly submit electronic refill requests when using our program. You simply open the refill icon in the program and begin scanning the barcoded labels. Staff no longer needs to manually peel off a refill sticker from your prescription label, manually affix those to paper, manually copy the sheet prior to faxing, and then have to fax in a refill request that can stick to other refill sheets or get lost once received at the pharmacy.

With our electronic refill module with the reconciliation program, refills are electronically submitted to Diamond for processing.

A benefit of electronic refill submittal is our ability to alert your staff of any issues with the refill order at the time of submission. Common issues include:

- Refills being submitted too early
- Prescription being out of refills
- Refills being submitted after the cutoff date.

Historically, Gila County would not know until the delivery arrived at your facility if the submitted refill order was processed for dispensing. With Diamond, you will know at the point of order entry, so your staff can proactively manage the refill request. Many times, this results in the nursing staff needing to obtain a new order to ensure continuity of patient care.

Electronic refill capability means fewer missed medications, fewer grievances, less time spent doing paperwork, and better patient outcomes. Our electronic refill process greatly improves staff efficiency when reordering medications.

RECON Case Study

Diamond's largest county jail system is Maricopa County, Arizona, whose system of eight individual facilities has a combined average daily population of 8,000 inmates. We have been servicing Maricopa County continuously since 2005 when we transitioned them from an in-house dispensary system to our off-site pharmacy model. It was apparent early in our

- Geriatric Care – with the greying of the prison population
- Specialty and Limited Distribution Medications – which are very expensive

Our excellent department of clinical pharmacists provide an added benefit to your pharmacist account manager by providing specialized assistance to your clinicians in managing these dollars in-house and in the most economical and effective manner possible.

Diamond's pharmacist team routinely provides our clients and their clinicians with clinical and pharmaceutical information, which helps ensure that medications are not misused, over-utilized, or prescribed inappropriately. We also help manage drug costs by providing relevant information directly to your providers. This helps them improve their prescribing habits, leading to cost savings and optimal patient outcomes.

Our vision goes beyond simply dispensing low-cost medications and the price per pill; we focus on cost-effective and evidence-based treatments that deliver positive patient outcomes

Proper medication selection, reduction of polypharmacy prescribing habits, education, therapy management, reduction of off-site care, decreasing acute sick call visits, reducing adverse medication events, and accessibility to clinical pharmacists will reduce both short-term and long-term costs while improving patient care.

With over 800 combined years of correctional pharmacist experience and 35 clinically trained and licensed Doctors of Pharmacy (PharmDs) on staff, we understand the importance of clinical services in the unique correctional healthcare environment.

Our recommendations and clinical initiatives are based on accepted evidence-based treatment guidelines, current clinical practice research, primary literature reviews, routine journal reviews, and community standards.

Due to the unique requirements see in correctional institutions, our clinical pharmacists apply NCCHC and ACA recommendations and standards to their clinical practice.

Our main goal is to constantly work toward improving the care of your patients.

Tab 8. Exhibits

DIAMOND

PHARMACY SERVICES
MEDICAL SUPPLY

Proposal Book Exhibits

Diamond Drugs Inc.

Indiana, PA

has been Accredited by

The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

Home Care Accreditation Program

June 28, 2018

Accreditation is customarily valid for up to 36 months.

Craig W. Jones, FACHE
Chair, Board of Commissioners

ID #125941
Print/Reprint Date: 08/24/2018

Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

DIAMOND DRUGS, INC

COMPANY AWARDS

ASCP FOUNDATION

ASCP Foundation
2018 Herb Langsam Award for
Excellence in Pharmacy Provider Services

FAMILY BUSINESS AWARDS

Pittsburgh Business Times
Family Business Award, 2018

Northeastern University
Bouvé College of Health Sciences

Northeastern University
Distinguished Alumni Award
Mark Zilner, 2017

Indiana County Chamber of Commerce
Business Hall of Fame, Class of 2015
Joan and Gilbert Zilner

Inc. 500

Inc. Magazine
America's Fastest Growing Privately
Held Companies
2007, 2008, and 2009

Boys Scouts of America, Laurel Highlands
Distinguished Citizen Award
The Zilner Family, 2017

Inc. Magazine
America's Fastest Growing
Privately Held Companies, 2002, 2003

Top 100 Organizations

Pennsylvania Business Central
Top 100 Organization, 2017

Pennsylvania Business Central
Top 100 Organization
Largest Private Employer, 2014

Innovations Award Winner -
Council of State Governments

IUP

Indiana University of Pennsylvania
Distinguished Family Business Award, 2003

Duquesne University
Distinguished Alumni Award
Joan and Gilbert Zilner, 2014

the YMCA

2017 Harold Wood Award for
Contributions and Volunteering, 2017

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

18 0054878

License Type
Pharmacy

DIAMOND PHARMACY SERVICES
MATTHEW S VALASEK
645 KOLTER DRIVE
INDIANA PA 15701

License Status
Active

Initial License Date
02/17/1989

Expiration Date
08/31/2019

License Number
PP414152L

Commissioner of Professional and Occupational Affairs

Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S.§. 4911

PENNSYLVANIA PHARMACY LICENSE

DIAMOND PHARMACY SERVICES

Certificate of Registration

Certificate No. 3000006389
(A certificate starting with a number 4, 5 or 6 does not permit the posession or sale of controlled substances or prescription drugs.)

Category:

Distributor (Prescription)

Drug & Device Registration
555 WALNUT ST
FORUM PLACE -7th FLOOR -SUITE 701
HARRISBURG, PA 17101
(717) 787-4779

DIAMOND PHARMACY SERVICES
665 KOLTER DRIVE
INDIANA, PA 15701

The above business is registered in the required category to conduct and maintain a facility in accordance with the provisions of the Controlled Substance, Drug, Device and Cosmetic Act #64, approved September 9, 1972.

Issuance Date: October 01, 1994
Expiration Date: The Last Day of September, 2020

Susan Coble
Susan Coble
Deputy Secretary for Quality Assurance

pennsylvania
DEPARTMENT OF HEALTH

Rachel L. Levine, MD
Secretary of Health

NOTE: THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES.

DISTRIBUTOR LICENSE

DIAMOND
PHARMACY SERVICES

U.S. Food and Drug Administration
Protecting and Promoting *Your* Health

Drug Establishments Current Registration

Firm Name	Facility Establishment Identifier	DUNS	Business Operations	Address	Expiration Date
RemedyRepack, Inc.	3005841768	829572556	RELABEL; REPACK;	625 Kolter Dr, Suite 4, Indiana, Pennsylvania (PA) 15701, United States (USA)	12/31/2019

Verification: https://www.accessdata.fda.gov/scripts/cder/drls/default.cfm

MEDICATION ADMINISTRATION RECORD

DIAMOND PHARMACY SERVICES
1.800.882.6337 FAX: 724.349.4209

EFFECTIVE DATES	MEDICATIONS	HOUR
ORIGINAL ORDER 06/09/16 DISCONTINUE 06/09/17 58109264	**DiphenhydrAMINE 25mg Cap** Brand: BENADRYL SEYMOUR SMITH, MD TAKE ONE CAPSULE(S) ORALLY ONCE DAILY	0800
ORIGINAL ORDER 06/09/16 DISCONTINUE 06/09/17 58109266	**TraZODONE 150mg Tablet** Brand: DESYREL SEYMOUR SMITH, MD TAKE ONE TABLET(S) ORALLY AT NOON	NOON
ORIGINAL ORDER 06/09/16 DISCONTINUE 06/09/17 58109268	**Lisinopril 10mg Tablet** Brand: PRINIVIL SEYMOUR SMITH, MD TAKE ONE TABLET(S) ORALLY TWICE DAILY	0800 2200
ORIGINAL ORDER 06/09/16 DISCONTINUE 06/09/17 58109269	**Acetaminophen 325mg Tab** Brand: TYLENOL SEYMOUR SMITH, MD TAKE ONE TABLET(S) ORALLY THREE TIMES DAILY	0800 1200 2200
ORIGINAL ORDER 06/09/16 DISCONTINUE 06/09/17 58109271	**Ventolin HFA Inhaler** Generic: ALBUTEROL SEYMOUR SMITH, MD INHALE ONE PUFF(S) ORALLY FOUR TIMES DAILY	8AM NOON 5PM BEDTIME
ORIGINAL ORDER 06/09/16 DISCONTINUE 06/09/17 58109279	**Ibuprofen 400mg Tablet** Brand: MOTRIN SEYMOUR SMITH, MD TAKE ONE TABLET(S) ORALLY THREE TIMES DAILY AS NEEDED	P R N

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

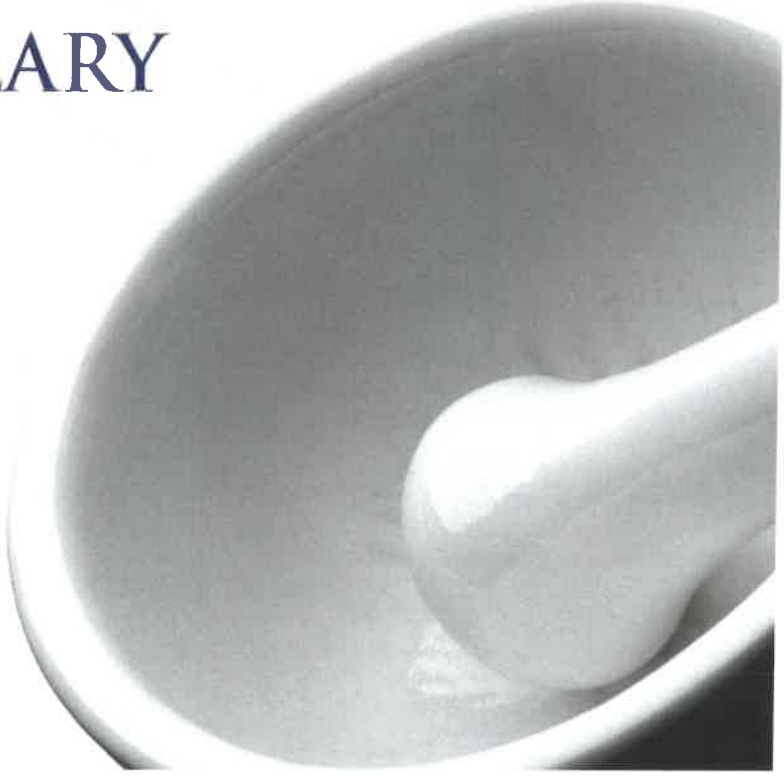
Initial	Signature	Initial	Signature	Initial	Signature	Initial	Signature	Initial	Signature

LOCATION: ABC 123
DATE OF BIRTH OR SOC. SEC. NO.: 05/05/55
ALLERGIES: PENICILLINS, SULFA ANTIBIOTICS
DIAGNOSIS: RESPIRATORY DISTRESS SYND
PATIENT NAME AND NUMBER: LANE, CANDY 4242425
FACILITY: TRAINING SITE
CHARTING FOR: 03/01/2017
THROUGH: 03/31/2017

SAMPLE

DRUG FORMULARY

SAMPLE



DIAMOND

PHARMACY SERVICES

DIAMOND
PHARMACY SERVICES
MEDICAL SUPPLY

About the Drug Information Center

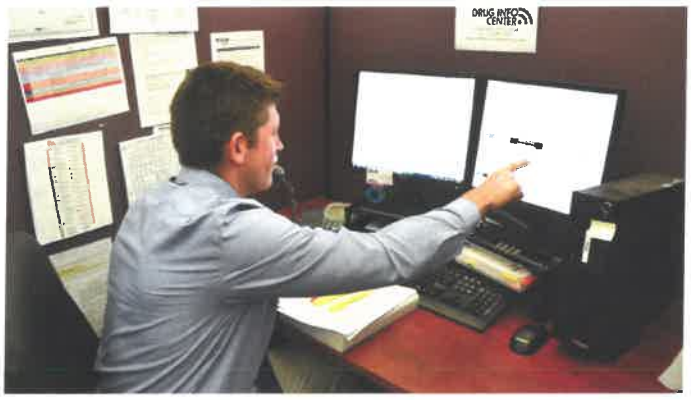
Diamond's Drug Information Center is a comprehensive value-added service providing dedicated clinical pharmacists as resources to all of our customers.

Our clinical pharmacists specialize in pharmacotherapeutic management of a wide array of medications and chronic and acute disease states that includes, but is not limited to, Hepatitis C, HIV, Asthma, Diabetes, and Pain Management.

The DI Center provides clinical information services, pre-screen consults, pharmacokinetic dosing, and drug-drug interaction recommendations, as well as formulary management/clinical recommendations for your providers.

Our Team:

- Four (4) Medication Therapy Management Certified Pharmacists
- Two (2) AAHIVE HIV & HEP C Experts
- A Certified Diabetes Educator and three (3) pharmacists with advanced diabetes training
- A Pharmacist with advanced chronic cardiovascular management training
- A Pharmacist with advanced pharmacogenomic
- An Anticoagulation Specialist
- An Adverse Drug Reaction Coordinator
- A Certified Compounding Specialist
- A Nurse Practitioner
- Certified IV Department with Certified IV Nursing Staff



In addition to serving our clients as a valuable resource specializing in various disease states, the DI Center also offers:

- Quarterly targeted clinical information updates focused on cost-effective treatments, guideline updates, and safety updates.
- Available disease state webinar updates for your medical team by our clinical pharmacists.
- Reference sheets to help assist medical staff
  - Do Not Crush
  - Poison Prevention
  - Weights and Measurements
  - Beyond Use Medication Dating
  - Commonly Used Abbreviations
  - Insulin Guidance Information, etc.
  - Medication Stability and Alternative Administration Techniques
- Information guidance on seasonal conditions
  - Allergies, Cough, and Cold
  - Sunburn and Photosensitivity, etc.
  - Assistance with completion
- Assistance with completion of FDA mandated REMS requirements
- Clinical Charts
  - Tuberculin Skin Test Posters
  - HIV Medication Chart
  - Hepatitis C
- Featured disease state topics of relevance
  - Diabetes Awareness Month
  - Heart Health Awareness Month
  - Asthma Month, etc.
- Working relationship with Positively Awareness (focusing on HIV and Hepatitis)

DRUG INFO CENTER

1.800.882.6337 x1834
druginfo@diamondpharmacy.com

Billing Report
DIAP - DIAMOND PHARMACY SERVICES
Billing Date(s): 1/1/2010 - 1/31/2010

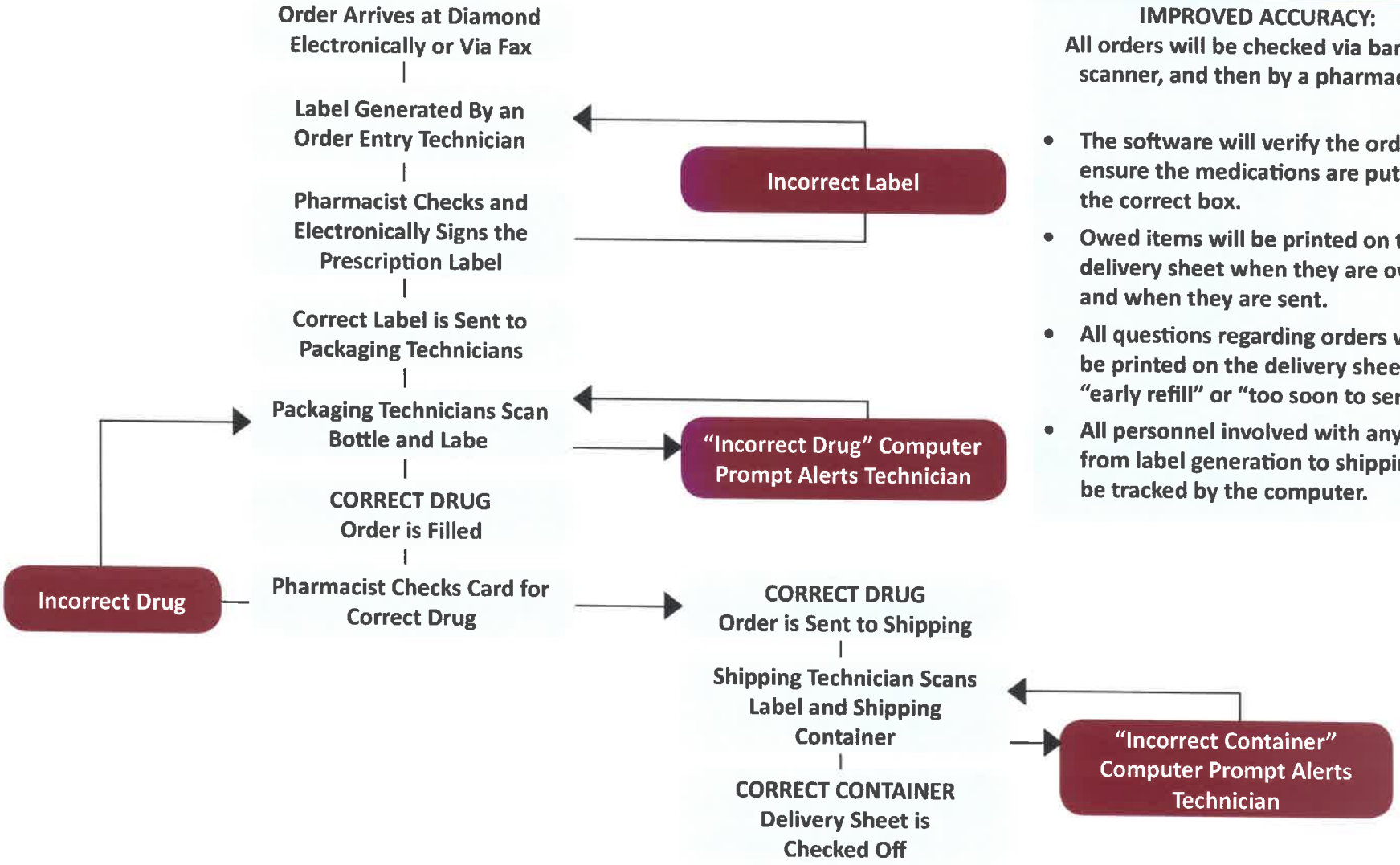
SORTED BY DRUG

Rx #	Patient	Qty Dsp	Drug	NDC	Form	Price	Fill Date	Bill Date	Doctor
			Abilify 30mg Tablet						
37757886		30	Abilify 30mg Tablet	59148-0011-13	No	561.49	01/04/10	01/04/10	WILKINS
37888379		15	Abilify 30mg Tablet	59148-0011-13	No	296.84	01/18/10	01/18/10	WILKINS
37817093		30	Abilify 30mg Tablet	59148-0011-13	No	593.67	01/09/10	01/09/10	WILKINS
						1452.00			
			Acetaminophen 325mg Tab						
37758283		180	Acetaminophen 325mg Tab	16103-0353-11	Yes	0.97	01/04/10	01/04/10	WILKINS
						0.97			
			Actos 45mg Tablet						
37930144		30	Actos 45mg Tablet	64764-0451-26	No	215.06	01/22/10	01/22/10	WILKINS
						215.06			
			Amlodipine 10mg Tablet						
35498949		30	Amlodipine 10mg Tablet	00378-5210-77	No	15.66	01/20/10	01/20/10	WILKINS
36718684		30	Amlodipine 10mg Tablet	00378-5210-77	No	15.66	01/25/10	01/25/10	WILKINS
37663971		30	Amlodipine 10mg Tablet	00378-5210-77	No	15.66	01/07/10	01/07/10	WILKINS
36427348		30	Amlodipine 10mg Tablet	00378-5210-77	No	15.66	01/11/10	01/11/10	WILKINS
37767113		30	Amlodipine 10mg Tablet	00378-5210-77	No	15.66	01/05/10	01/05/10	WILKINS
38007981		30	Amlodipine 10mg Tablet	00378-5210-77	No	15.66	01/30/10	01/30/10	WILKINS
36261959		30	Amlodipine 10mg Tablet	00378-5210-77	No	15.66	01/20/10	01/20/10	WILKINS
						109.62			
			Amlodipine 10mg Tablet						
93388574		30	Amlodipine 10mg Tablet	49349-0160-02	No	15.68	01/29/10	01/29/10	WILKINS
						15.68			
			Amlodipine 5mg Tablet						
37888109		30	Amlodipine 5mg Tablet	00378-5209-05	No	11.41	01/18/10	01/18/10	WILKINS
37391146		30	Amlodipine 5mg Tablet	00378-5209-05	No	11.41	01/20/10	01/20/10	WILKINS
37917477		30	Amlodipine 5mg Tablet	00378-5209-05	No	11.41	01/21/10	01/21/10	WILKINS
						34.23			
			Aspir-low 81mg EC tablet						
36558670		30	Aspir-low 81mg EC tablet	00904-7704-80	Yes	0.15	01/08/10	01/08/10	WILKINS
37779893		30	Aspir-low 81mg EC tablet	00904-7704-80	Yes	0.15	01/06/10	01/06/10	WILKINS
37930146		30	Aspir-low 81mg EC tablet	00904-7704-80	Yes	0.15	01/22/10	01/22/10	WILKINS
						0.45			
			Aspirin 325mg Tablet						
35523157		30	Aspirin 325mg Tablet	00182-0444-10	Yes	0.12	01/04/10	01/04/10	WILKINS
37930360		30	Aspirin 325mg Tablet	00182-0444-10	Yes	0.12	01/22/10	01/22/10	WILKINS
37260755		30	Aspirin 325mg Tablet	00182-0444-10	Yes	0.12	01/09/10	01/09/10	WILKINS
						0.36			
			Aspirin 81mg Chew Tab						
37888185		11	Aspirin 81mg Chew Tab	00904-4040-73	Yes	0.17	01/18/10	01/18/10	WILKINS
35479062		30	Aspirin 81mg Chew Tab	00904-4040-73	Yes	0.45	01/22/10	01/22/10	WILKINS
37753628		30	Aspirin 81mg Chew Tab	00904-4040-73	Yes	0.45	01/02/10	01/02/10	WILKINS
35334943		30	Aspirin 81mg Chew Tab	00904-4040-73	Yes	0.45	01/12/10	01/12/10	WILKINS
37756188		30	Aspirin 81mg Chew Tab	00904-4040-73	Yes	0.45	01/04/10	01/04/10	WILKINS
37823646		60	Aspirin 81mg Chew Tab	00904-4040-73	Yes	0.90	01/11/10	01/11/10	WILKINS
35078883		30	Aspirin 81mg Chew Tab	00904-4040-73	Yes	0.45	01/09/10	01/09/10	WILKINS

PHARMACY WORK FLOW QUALITY ASSURANCE

DIAMOND PHARMACY SERVICES

Diamond has taken steps to ensure the accuracy of your prescriptions.



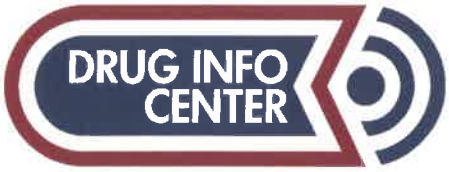
IMPROVED ACCURACY:
All orders will be checked via barcode scanner, and then by a pharmacist.

- **The software will verify the orders to ensure the medications are put into the correct box.**
- **Owed items will be printed on the delivery sheet when they are owed and when they are sent.**
- **All questions regarding orders will be printed on the delivery sheet, i.e. "early refill" or "too soon to send".**
- **All personnel involved with any step from label generation to shipping will be tracked by the computer.**

All medications from the delivery sheet are scanned into the shipping box,
The FedEx label is generated, and the delivery sheet is printed

First Aid for Poisoning

PHARMACY SERVICES



Common Substances and Possible Symptoms of an Overdose

The following list is designed to make you aware of the potentially toxic substances in the environment. Always contact assistance immediately after a poison encounter. NEVER wait until symptoms appear.

Medicines	
Acetaminophen	sweating, nausea
Amphetamines	hyperactivity, agitation, convulsions
Antibiotics	reactions such as swelling, skin eruptions, difficulty breathing and shock
Anticonvulsants	coma
Antidepressants	coma, convulsions, hallucinations, heart irregularities
Antidiarrheals *(prescriptions)*	coma
Antihistamines	hallucinations, agitation, convulsions, coma, fever, depression
Aspirin	fast breathing, ringing in the ears, shock, sweating, fever, convulsions
Camphor	convulsions, excitement, coma, feeling of warmth
Cold Preparations	hyperactivity, convulsions, coma
Iron *(including vitamins with iron)*	bloody vomiting, and diarrhea, shock, coma
Oil of Wintergreen	fast breathing, ringing in the ears, shock sweating, fever, convulsions
Sleeping Pills	coma, convulsions, respiratory depression
Tranquilizers	coma, convulsions, respiratory depression
Urine Test Tablets	chemical burns inside mouth, throat and esophagus

Cleaning Products

There are thousands of poisonous plants. The poison center should always be called if any plant is ingested. Always call the poison center if it is thought a mushroom may have been eaten. Symptoms may vary or may be delayed

Cleaning Products	
Ammonia, bleach, dishwasher soap, disinfectants, drain cleaners, toilet bowl cleaners	irritation or chemical burns in the mouth and esophagus
Bleach mixed with other cleaners	burning, irritation, coughing
Furniture polish	coughing, sleepiness
Laundry detergents and soaps	vomiting and/or diarrhea

Personal Products	
Nail polish remover	irritation and dryness inside mouth and esophagus
Perfume, aftershave, mouthwash, rubbing alcohol	loss of coordination, depression, coma, convulsions
Shampoo, soap, lotions	vomiting and/or diarrhea

Garage & Garden Products	
Acids, adhesives	chemical burns
Antifreeze	coma, blindness, convulsions, drunkenness
Gasoline, kerosene, turpentine, paint thinners, solvents, degreasers, charcoal, lighter fluid	coughing, coma, burning, irritation
Insecticides	headache, increased body secretions, vomiting, diarrhea, convulsions
Strychnine	convulsions

TYPE OF POISONING	WHAT TO DO
Inhaled Poisons	Immediately carry or drag the person to fresh air and give mouth-to-mouth resuscitation if necessary. Ventilate the area and call the poison center or doctor.
Swallowed Poisons	If the person is awake and able to swallow, give them milk or water only. Then call the poison center or doctor. CAUTION: Antidote labels on products and charts may be out of date or incorrect. DO NOT give salt, vinegar, or citrus fruit juices.
Poisons in the Eye	Flood the eye with lukewarm (never hot) water. Pour the water from a pitcher held 3-4 inches from the eye for 15 minutes. Call the poison center or doctor.
Poisons on the Skin	Remove any affected clothing. Flood involved parts with water, and wash well with soap and water and rinse. Call the poison center or doctor.
Unknown Poisons	Call the poison center or doctor immediately.

For more information, please contact your pharmacist

GILA COUNTY
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL
INVITATION FOR BID NO. 050420
ADDENDUM #2:
DATE: 6/22/2020

CLARIFICATIONS:

1. ***QUESTION:*** Regarding Page 4 of the RFP – SCOPE OF WORK, are bidders to provide a narrative response to each of those mandatory bullet points or shall bidders simply note in the cover letter that they comply with all of those stipulated requirements?
   ANSWER: *Bidders can note that they comply with the requirements in the cover letter. Any documentation that can serve as proof is recommended.*

2. ***QUESTION:*** Regarding Page 5 of the RFP – MINIMUM STATUS QUALIFICATIONS, are bidders to provide a narrative response to each of those three bullets points when submitting their response?
   ANSWER: *A narrative response is recommended for qualifications along with any documentation as proof.*

3. ***QUESTION:*** Beginning on Page 10 of the RFP, there are 19 listed GENERAL CONDITIONS of the RFP. Are bidders required to provide a response to each of these items or an acknowledgement of acceptance of each condition as part of their RFP response?
   ANSWER: *An acknowledgement of acceptance would be acceptable.*

4. ***QUESTION:*** In order to understand the perspective of each individual on the evaluation committee, can you please share the name and title of each person that will be involved in the selection process? Will a final decision be made by an evaluation committee or will the committee provide a ***recommendation*** to a final decision maker? If so, who is the final decision maker regarding an award?
   ANSWER: *The group that will evaluate the bids has not been selected yet but will most likely consist of three to four people- myself (Justin Solberg) and Penni Padgett will be a part of that process. Others have not yet been determined. The group will make the determination of who will be awarded and it will then go before the Board of Supervisors for approval.*

5. ***QUESTION:*** What type of medication packaging (blister cards, vials, strips, other) do you currently use? Do you wish to keep the same packaging system?
   ANSWER: *Blister cards are currently used, and we would prefer to stay with them.*

6. ***QUESTION:*** Will GCD require bidders to submit the name of their wholesaler and copy of the wholesaler's license in the state of Arizona that they will subcontract with for stock distribution in order to remain in regulatory compliance? Will a bidder's failure to provide proof of compliance with regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-compliant and therefore ineligible for an award?
   ANSWER: *Yes, to both questions.*

7. ***QUESTION:*** Will GCD require bidders at the time of proposal submittal to submit the name and FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services if stock is provided in blister cards in order to remain in regulatory compliance? Will a bidder's failure to provide proof of compliance with regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-compliant and therefore ineligible to receive an award?
   ANSWER: *Yes, to both questions.*

8. ***QUESTION:*** Does GCD currently use an electronic prescription order entry and eMAR system that is provided by your pharmacy vendor at no additional cost? If so, what is the name of the system? If so, is it used for eMAR purposes? If not, would you find value in adding a requirement to your current solicitation for bidders to provide a solution for electronic prescription order entry and eMAR?
   ANSWER: *Yes, order entry is done through CorEMR. Yes it is used for eMAR purpose.*

9. ***QUESTION:*** Does GCD currently use a barcode electronic order reconciliation and medication return management system that is provided by your pharmacy vendor at no additional cost? If not, would you find value in adding this requirement to your current solicitation for bidders to provide a solution for electronic inventory management?
   ANSWER: *No, we do not currently use a barcode electronic order reconciliation. No, at this time we do not feel this would add value to the requirement for current solicitation.*

10. ***QUESTION:*** Does GCD currently have access to an online reporting dashboard to access meaningful and accurate reporting 24/7/365 that is provided by your pharmacy vendor at no additional cost? If not, would you find value in adding this requirement to your current solicitation so your facility-level staff and administrators can access online reports?
    ANSWER: *Yes, we have access to an online reporting dashboard.*

11. ***QUESTION:*** Does GCD currently use an electronic health record (EHR)/electronic medical record (EMR) system? If so, what is the name of the system? If so, is the system also used for eMAR purposes?
    ANSWER: *Yes,* CorEMR. Yes, used for eMAR.

12. ***QUESTION:*** What are the main challenges or issues for GCD regarding your current medication dispensing and pharmacy management program? If there are no challenges or issues, what are some areas in which you believe improvements can be made or value added?
    ANSWER: *Currently, we have no challenges with our current system.*

DIAMOND
PHARMACY SERVICES

PHARMACY COMPARISON CHECKLIST

Listing of Services Provided	DIAMOND PHARMACY SERVICES	Other Pharmacy
Number Of States Serviced	46	
Years Servicing Institutional Facilities	49	
Number Of Employees	Over 1000	
Number Of Correctional Facilities Serviced	1500	
Family Owned & Operated	✓	
Specialized In Correctional Pharmacy	✓	
Online Ordering Program	✓	
Pre-Printed MAR's Sent Monthly	✓	
In-House Customer Service Department	✓	
Comprehensive Pharmacy Services, Including IV	✓	
Complete Line Of Medical Supplies	✓	
Overnight Delivery Of Medications	✓	
Local Pharmacy For Emergency Orders	✓	
Blister Pack Medication Cards	✓	
Open 24 Hours A Day, 7 Days A Week	✓	
Pharmacists On Site 24 Hours A Day, 7 Days A Week	✓	
Joint Commission Accredited In Pharmacy, IV & Medical Supply	✓	
Credit On Returns	✓	
Formulary Implementation And Management	✓	
Educational Video Library Available	✓	
HIV Discharge Program- Free Medications	✓	
Paperless MAR Program	✓	
Online Reporting Program	✓	
Electronic Order Check-In Program	✓	
Pedigree Papers Provided For Stock Medications	✓	
Monthly Formulary Management Reports	✓	
Policy & Procedure Manual	✓	
Comply With NCCHC & ACA Guidelines	✓	
Commissary Items	✓	
IV Nurses On Staff	✓	
Respiratory Therapists On Staff	✓	
Dedicated Pharmacist Managing Your Account	✓	
Dedicated Order Entry Technician	✓	
Licensed Wholesaler	✓	
Licensed Mail-Order Pharmacy	✓	

ARF-6228 **Regular Agenda Item** **2. H.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted For:	Malissa Buzan		
Submitted By:	Allison Torres, Case Manager		
Department:	Community Services		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2020-2021	Budgeted?:	Yes
Contract Dates Begin & End:	2020-2021	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Adoption of Resolution No. 20-09-01 authorizing the submission of an Application for the Fiscal Year 2020-2021 HOME Investment Partnership Program Funds and State Housing Fund (SHF) Funds.

Background Information

The Arizona Department of Housing (ADOH) administers HOME Investment Partnership Program funding and SHF Funds for programs through units of local government and non-profit agencies that provide housing rehabilitation to certain property types owned and occupied as the primary residence of low-income homeowners.

Evaluation

The Gila County Community Services Department, Housing Services, currently maintains a waiting list for income-eligible housing rehabilitation applicants. If a contract is awarded and funding received, it will be utilized to rehabilitate approximately 4 units that have been identified and qualified for Owner-Occupied Housing Rehabilitation (OOHR). It is expected that the units would have structural issues such as roof repair, plumbing or electrical repair, or structural modification to meet current codes.

Conclusion

If approval is granted and funding awarded, the Housing Services Program will be able to provide services in the form of single-family homeowner rehabilitation to four eligible citizens residing in Gila County who are currently on the waiting list and qualified as housing rehabilitation applicants. Resolution No. 20-09-01 authorizes the submission of an application for the fiscal year 2020-2021 HOME Investment Partnership.

Recommendation

The Community Services Department Director recommends that the Board of Supervisors approve this request to apply for HOME Investment Partnership Program Funds and SHF to provide OOHR.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-09-01 authorizing the Gila County Community Services Department, Housing Services, to submit an application to the Arizona Department of Housing for HOME Investment Partnership Program funds and State Housing Fund (SHF) funds in the amount of $285,000 to be utilized for housing rehabilitation for FY 2020-2021.
(Malissa Buzan)

Attachments

HOME Application FY 20-21

Resolution No. 20-09-01

2. GENERAL APPLICANT AND PROJECT/PROGRAM INFORMATION

2.1. Applicant Information

Applicant Gila County Community Services

Contact Name Malissa Buzan

Contact Title Director

Mailing Address 5515 S. Apache Ave. Suite 200

Street Address *(if different from mailing)* same

City/State/Zip Globe Arizona 85501

Telephone (928) 425-7631 **Facsimile** (928) 425-9468

E-mail Address mbuzan@gilacountyaz.gov

Legal Status of Applicant:

- ☐ State-Certified CHDO
- ☐ * Non-Profit (non-CHDO)
- ☑ Local Government
- ☐ Tribal government
- ☐ Council of Government
- ☐ Public Housing Authority
- ☐ State Agency

*** Private development agencies**

- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Individual

Federal Tax ID # 86-60000444 DUNS # 2407139

Central Contractor Registry # 5LWX2
(from www.sam.gov)

*** Required materials: Attach articles of incorporation, by-laws, partnership agreement or other relevant entity organizational information and Certification of Good Standing from the Arizona Corporation Commission. Non-profits must also submit a copy of a recent IRS non-profit designation letter in Tab A.**

An Applicant must be an existing legal entity authorized to conduct business in Arizona. Prior to making application, both governmental and non-profit applicants must adopt a resolution of their governing board authorizing the submission of an application and acceptance of the entity's Owner-Occupied Housing Rehabilitation Guidelines.

2.2. Location of Project

Program Service Area Gila County

State and Federal Legislative Congressional Districts: *Complete district number and name of Representative*

Federal: Congressional Rep Tom O'Halleran District # 1

State: Senator Frank Pratt District # 8

Representative David L. Cook/ T.J. Shope

2.3. Amount of State Housing Funds Requested

Use of Funds	Grant/Loan
Owner-Occupied Housing Rehabilitation (project specific funding)	$ 250,000.00
General Administrative Funds (up to an additional 10% of line 1 above)	$ 35,000.00

2.4. Type(s) of Property

Check **all** that apply:

- ☑ Single family detached
- ☐ Single family attached, incl. Townhouses
- ☐ Condominium Units
- ☑ Manufactured Housing

2.5. Relocation Information

Yes	No	Maybe
☐	☑	☐

Will this Program involve temporary relocation of homeowners?
If yes or maybe, costs must be reflected in the Program Budget at 3.2.

2.6. Proposed Beneficiaries

NOTE: Application for funding for OOHR program must serve a minimum of 3 households.

Competitive Scoring: Very-low income targeting

Targeted Populations by Income Level	Total Number of State Assisted Units	% of Units in Program
Households at or below 30% of AMI	2	25 %
Households at or below 50% of AMI	3	75 %
Households at or below 80% of AMI	0	%
Total Number of Units in Program	5	100 %

2.7. Priority Population Set-Asides

Complete only if the Program will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions. For a definition of qualifying populations, see description of priority populations under *Definitions*, in the *SHF Program Summary and Application Guide*.

Competitive Scoring: Priority Population targeting

Priority Population	Number of SHF Assisted Units	% of Units
Elderly (62 years of age and older)	2	%
Physically disabled persons *(design elements must be accommodating)*		%
Persons with HIV/AIDS		%
Families with children	1	%
Individuals or families with extremely low income (at or below 30%AMI)	2	%
UNITS NOT SET-ASIDE FOR PRIORITY POPULATIONS		%
Total Number of SHF Assisted Units in Program	5	100 %

2.8 Type of Assistance to Households

Program design includes *(Check all that apply. This should be reflected in your HRGs.)*

- ☑ **Deferred Payment (forgiveable) loans**
- ☐ **Non interest bearing loans**
- ☐ **Interest Bearing Loans**
- ☐ **Due on Sale, Transfer or Non-Owner Occupancy**

2.9. Recapture Period

If the program will include recapture provisions, please indicate required terms, including recapture period (i.e., repayable if property sold within five (5) years of investment, or due on sale etc.).

under $15,000 recapture period is five years; $15001 through $39,999 recapture period is 10 years; and $40,000 and above recapture period is 15 years.

2.10. Amount of Funds Invested Per Unit

Maximum amount of **total** subsidy funding (State funds *and any other public funding* available; see *Section 4.9* of the *SHF Program Summary and Application Guide;* you can go lower but NOT higher) to be invested in any one (1) unit: $ 80,000.00

Maximum amount of **State Housing Funds** to be invested in *any one (1) unit:* $ 55,000.00

2.11. Method to Determine "After Rehab Value"

Describe how the after rehabilitation value of assisted units will be determined and documented to ensure that units do not exceed maximum property values (95% of the Median Purchase Price Limits for Single Family units as determined and published by HUD). **NOTE:** Valuation must follow one (1) of the three (3) methods outlined in the *SHF Program Summary and Application Guide* at Section 4.8.

Through researching Real Estate websites and tax assessments, we evaluate three (3) comparable homes in the same neighborhood as the selected unit. This allows us to make sure the rehabilitation property remains within appropriate homeownership

2.12. Form of Ownership to be Assisted

Refer to Section 4.4 of the *SHF Program Summary and Application Guide.* Please indicate which forms of Ownership will

We will assist households holding a fee simple or 99 year leasehold on their property. We will obtain a simple title report for each household assisted with HOME and or State Housing Fund Dollars.

2.13. Property Standards

- ☑ Properties will meet the state's rehabilitation standards, International Energy Conservation Code or better, Applicances as applicable must be Energy Star rated, ADOH Weatherization Standards and all applicable local codes, ordinances, and zoning ordinances at the time of project completion.
- ☐ In the absence of a local code for new construction or rehabilitation, properties will meet the International Building Code.

2.14. Wait List

Number of households on wait list 158 Average length of wait for assistance (months) 36-48

Date waiting list commenced 06/22/05

Provide a spreadsheet of income qualified households who have applied to receive assistance and the household demographics including but not limited to: name, address, household size, race, ethnicity, income, % AMI, date of income qualification, household type etc., with the Market Demand analysis at TAB E of this application.

2.15. Program Team

Complete for each project or program team member. Identify the name of the responsible party, the years of experience that they have in this role and the date hired by the applicant. Provide support documentation (i.e. fully executed contractual agreements, personnel action forms) at TAB H. Team members identified after the application are subject to review.

Function	Name of Responsible Party	Years of Experience in Position	Hire Date	Responsible Party's Experience with Housing Rehabilitation Programs (narrative)
Project Manager	Malissa Buzan	26	11/07/93	26 years of Rural Housing Programs
Program Coordinator	Estelle Belarde	16	09/22/03	All 16 years spent in Rehab and WAP
Rehab Specialist	Estelle Belarde	16	09/22/03	same
Loan Servicing Specialists	Lillie Vega	2	04/19/18	Has two years experience with all housing
Fiscal Manager	Lisa Wilckens	3	03/26/17	Had 15 years experience in government fiscal
Application Intake	Lillie Vega	2	04/19/18	same
Homeownership Counseling	Lillie Vega	2	04/19/18	same
BPI Energy Auditor				
Consultants				
Other				
Other				

2.16. Program Timeline

Applicants must provide a schedule for the Program that lists expected completion dates ("Contract Date") for the major program activities. Units can be shown as a group or listed individually in the Program Schedule (i.e. "Unit 1 – 3" or "Unit 1", "Unit 2", etc.). If the applicant receives an award, this program schedule will translate to the Schedule of Completion- Attachment B to the Funding Agreement.

Major Program Activities			Contract Date (expected completion)	Complete Yes/No	Modification Date
			Include additional copy of this chart if more room needed		
Execute Contract			12/01/20		
Unit #	1 &2	Project Scope Out to Bid	01/30/21		
Unit #	1&2	ERR Appendix A & Initial Project Set-up to ADOH	02/28/21		
Unit #	1&2	Contractor Selection	03/30/21		
Unit #	1&2	Rehab Construction	05/30/21		
Unit #	1&2	Final Inspection	06/15/21		
Unit #	1&2	Rehab Loan Closing	06/30/21		
Unit #	1&2	Individual Project Close-out	07/15/21		
Unit #	3&4	Project Scope Out to Bid	08/30/21		
Unit #	3&4	ERR Appendix A & Initial Project Set-up to ADOH	09/30/21		
Unit #	3&4	Contractor Selection	10/15/21		
Unit #	3&4	Rehab Construction	11/20/21		
Unit #	3&4	Final Inspection	11/30//21		
Unit #	3&4	Rehab Loan Closing	12/15/21		
Unit #	3&4	Individual Project Close-out	12/30/21		
Unit #	5	Project Scope Out to Bid	01/30/22		
Unit #	5	ERR Appendix A & Initial Project Set-up to ADOH	02/28/22		
Unit #	5	Contractor Selection	03/15/22		
Unit #	5	Rehab Construction	05/01/22		
Unit #	5	Final Inspection	05/15/22		
Unit #	5	Rehab Loan Closing	05/30/22		
Unit #	5	Individual Project Close-out	06/15/22		
Contract Close-out			07/30/22		

3. BUDGET STATEMENTS

3.1. Program Budget Sources

Full disclosure of *all financing sources available* is required. *Letters of Commitment must be attached at Tab I.* If after submittal of the application *additional* financing sources are obtained, these sources must be immediately reported to ADOH. Additionally, ADOH may require a final uses and sources review if all sources are not firm at the time of application.

Column A	Identify **all** sources of program funding.
Column B	Include here only funding sources that are **firmly committed** at the time of application submittal.
Column C	Include here only funding sources that are **tentative (including funding requested in this application)** at the time of application submittal.
Column D	Indicate whether this commitment is a *grant* **or** a *loan* that must be repaid. All commitment letters included at *Tab I* should clearly state the *terms of repayment* of any loans.
Column E	Include date(s) other tentative funding sources were applied for.
Column F	Include the date(s) of expected award notification for other tentative funding sources.

Program Fundings

A	B	C	D	E	F
Source	**Funds Committed**	**Tentative**	**Grant or Loan**	**Date Applied**	**Date of Notification**
State Housing Funds *(Do NOT include general administrative funding)*		$ 250,000.00			
1. Arizona Public Service	$ 62,000.00	$	Grant		01/01/20
2. WildFire/ACAA	$ 10,000.00	$	Grant		07/01/20
3. PGCSC Funding	$ 10,000.00	$	Grant		07/01/20
4. Gila/other	$ 20,000.00	$	Grant		ongoing
Total Amount of funding ***(Total of columns B and C)***	$ 352,000.00				

3.2. Program Budget Uses

Column A If a specific use of funds is not listed, indicate the type of use in "Other" box.
Column B Indicate the amount of State Housing Funds being requested for this specific use.
Column C Indicate amount financed by all other funding sources.
Column D Indicate the total amount of columns B and C for the specified use.
Column E Spell out the source(s) name for sources indicated in column C (i.e. bank loan, CDBG)

A	B	C	D	E
Activity	**State Housing Fund**	**Other Sources**	**Total All Sources**	**Source(s)**
Site Improvements and Demolition				
On-site	$	$	$	
Landscaping	$	$	$	
Demolition	$	$	$	
Rehabilitation Costs				
Direct Construction	$ 243,800.00	$ 100,000.00	$ 343,800.00	
Lead Paint Inspection/ Clearance	$ 5,000.00	$	$ 5,000.00	
Permits/Fees	$ 500.00	$	$ 500.00	
Other	$	$	$	
Professional Fees				
Architecture Design/ Supervision	$	$	$	
Environmental Review (if linked to a unit)	$	$	$	
Legal Fees	$	$	$	
Loan Financing Fees				
Title and Recording	$ 700.00	$	$ 700.00	
Credit Reports	$	$	$	
Miscellaneous Soft Costs				
	$	$	$	
	$	$	$	
Temporary Relocation				
Rent or Lodging	$	$	$	
Meals and Miscellaneous	$	$	$	
Project Specific Administration				
Application Intake	$	$	$	**48 hrs. per applicant LV**
Homeowner Educator	$	$	$	**5hrs per applicant LV &EB**
Rehab Specialist	$	$	$	**40 hrs. per applicant LV &EB**
BPI BA (energy auditor)	$	$	$	
Travel	$	$	$	
Other	$	$	$	
Subtotal Program Project Costs	$ 250,000.00	$ 100,000.00	$ 350,000.00	
General Admin from 2.3.	$ 35,000.00	$	$ 35,000.00	
TOTALS	**$ 285,000.00**	**$ 100,000.00**	**$ 385,000.00**	

4. STATE HOUSING FUND APPLICANT AFFIDAVIT, RELEASE AND CERTIFICATION FORM

The undersigned Applicant hereby applies to the Arizona Department of Housing, its successors and assigns (the "Department"), for a commitment of State Housing Funds. The undersigned is responsible for ensuring that the program will assist only qualified low income housing as described in the application, and will satisfy all applicable State and Federal requirements in the rehabilitation or construction to receive a commitment of State Housing Funds. The Applicant represents and certifies that the application has not requested more State Housing Funds than is necessary to provide the assistance described in this application. In planning this project or program, the Applicant certifies that it has provided for and will continue to encourage the participation of citizens, particularly persons of low income who are residents of areas in which the State Housing Funds are proposed to be used.

The Applicant understands that the Department will determine the eligibility of the project or program based, at least in part, on the information in and submitted with the application by the Applicant and the readiness of the program to proceed, as presented in the application. The Applicant is responsible for the accuracy of all information submitted. Misrepresentations, mistakes or omissions may be the basis for the cancellation of an award.

The Applicant understands and agrees that should the Department commit more funds than the State of Arizona is entitled to award in any given fiscal year (whether State or Federal), and funding is not available as awarded, the Department shall be held harmless by the Applicant, the Applicant's investors and anyone else relying upon the commitment.

The Applicant acknowledges and agrees that it will at all times cooperate with regard to request(s) for submittal of additional requests for information from the Department as necessary.

The Applicant acknowledges and agrees to fully comply and cooperate with all monitoring activity of the Department after the date of commitment. The Applicant will give the State, the U.S. Department of Housing and Urban Development, and any State authorized representative access to and the right to examine all records, books, papers, or documents related to the application and any resulting funding awards.

By executing this authorization and release, the Applicant does hereby authorize the Arizona Department of Housing, its successors and assigns, to obtain and furnish and release, to all proper institutions and/or agencies, full and complete records, reports and/or information pertaining to the Applicant and its application under the State Housing Fund program.

The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award.

The Applicant agrees that the Arizona Department of Housing, its successors and assigns, its agents, employees, attorneys, contractors and representatives will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not confined to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, and any loss from such judgments or assessments) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of the Applicant's application for funding.

The Applicant hereby represents and certifies under penalty of A.R S. 13-2311 and 39-161 that the information set forth herein, and all material submitted by the Applicant to the Department, are to the best of the Applicant's knowledge, True and complete and accurately describe the proposed project. The undersigned is duly authorized to executethis instrument on behalf of the Applicant and possesses the leg al authority to apply for an allocation of State Housing Funds and to execute the proposed program.

Further, the Applicant represents that its governing body has duly adopted or passed an official act of resolution, motion or similar action authorizing the filing of the ap plication , including all understandings and assurances required, and directing and authorizing the applicant's chief executive officer and/or other designated official representative to act in connection with the application and to provide such additional information as may be required.

The Applicant understands that all representations made herein, and all documentation submitted, is subject to verification by the Department, and that any misrepresentations or inaccuracies, whether intentional or not, may subject the project to a loss of competitive scoring points or to disqualification. For the purposes of verification, the Applicant and Developer hereby authorize the Department to request information on entities and individuals closely related to this transaction from any lender, investor, or other institution or entity named in this application. Such information includes but is not limited to audits, financial statements, credit history, copies of income tax returns, and other

The Applicant has caused this document to be duly executed in its name as of this____day of _____'20.

Applicant Name: Gila County Community Services Department

By: Woody Cline, Chairman

(Signedby the same person who signed the Resolution)

RESOLUTION NO. 20-09-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR (FY) 2020-2021 HOME INVESTMENT PARTNERSHIP PROGRAM AND STATE HOUSING FUND (SHF) FUNDS; CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN THE APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking affordable housing development activities; and

WHEREAS, the State of Arizona is administering the HOME Investment Partnership Program and SHF; and

WHEREAS, the HOME Investment Partnership Program and the SHF require that the HOME Investment Partnership Program and the SHF must benefit low-income households; and

WHEREAS, the activities outlined within this application address the community's low-income population housing needs; and

WHEREAS, a recipient of HOME Investment Partnership Program and SHF funds is required to comply with the program guidelines, and state and federal statutes and regulations;

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2020-2021 HOME Investment Partnership Program funds and SHF funds; authorizes its Chairman to sign the application and contract or grant document for receipt and use of these funds; and authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said application; and

BE IT FURTHER RESOLVED that the Gila County Board of Supervisors will comply with all HOME Investment Partnership Program and SHF guidelines; state and federal statutes and regulations applicable to the HOME Investment Partnership Program and the SHF; and the certifications contained in the application.

PASSED AND ADOPTED this 1st day of September 2020, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk of the Board Woody Cline, Chairman

Approved as to form:

_____

The Gila County Attorney's Office

ARF-6214 **Regular Agenda Item** **2. I.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted For:	Kelly Riggs, Information Technology Director		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2021	Budgeted?:	Yes
Contract Dates Begin & End:	09-01-20 to 08-31-23	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Contract with Centurylink to provide Upgraded Phone System Support through increased Bandwith and Session Count.

Background Information

Gila County currently uses Centurylink phone trunks to connect its VoIP phones with the outside world. 5 years ago, Gila County upgraded its services with Centurylink to provide SIP trunks and bring Caller ID and other features to County phones. Today, Gila County is running up against phone limitations due to bandwidth limitations on the existing SIP trunks as well as the maximum number of concurrent phone calls we can make.

Evaluation

To meet the current and future needs of Gila County through the VoIP phone system, an upgrade must be done to the bandwidth of the trunks and the number of concurrent calls. The phone trunk in Globe, located at the Sheriff's Office, would increase from 1.54Mpbs to 100Mbps, and the phone trunk in Payson, located at the Sheriff's Office, would increase from 1.54Mbps to 10Mbps. These phone trunks would also have a fundamental change in architecture, in that they would change from T1 connections to Ethernet connections. This will provide for an easier opportunity to increase the bandwidth in the future. As well, the number of phone calls that can be placed also needs to increase. This contract would increase the total calls from 36 to 48 concurrent sessions.

This contract would increase the current cost of the phone system by $983 per month.

Conclusion

An upgrade of the phone trunks will provide Gila County with more phone bandwidth and allow Gila County to hold more concurrent phone calls with the outside world. This will alleviate intermittent issues where IT runs up against the maximum concurrent calls and new phone calls do not go through or get dropped.

Recommendation

The Information Technology Director recommends that the Board of Supervisors approve the upgrades to the County phone system through a 3-year contract with Centurylink to increase the phone trunk bandwidth and concurrent phone sessions.

Suggested Motion

Information/Discussion/Action to approve a 3-year contract between Centurylink and Gila County to provide upgraded phone bandwidth and an increase in the maximum number of concurrent calls in the amount of $103,589.48 to be paid over 36 monthly installments. **(Kelly Riggs)**

Attachments

Contract Agreement No. CTR049872

Customer Information and Contract Specifications

SIP Conversion Project -Update

CTR049872 Offer and Acceptance

Part 2 RFP for State Contract

STATE CONTRACT AGREEMENT CTR049872

Contract Name: **CenturyLink SIP Upgrade for Phone System** **Contract No.:** **State of Arizona Procurement Office Contract No. CTR049872**

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize CenturyLink for the SIP Upgrade for Phone Systems. All Documents executed by the State of Arizona on Contract No. CTR049872, apply to this procurement between Gila County and.

Immigration Clause: Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and § 23-214 (A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

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.

Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.

Contract End Date: **09-30-2023** **Renewal Option:** ☐ **Yes** ☒ **No**

Maximum Dollar Limit: **$103,589.48 over 3 years**

Contract Information

Firm Name: **CenturyLink** **Contact Person:** **Omar Foster**

Address: **20 E. Thomas Rd, Floor 4** **Phone No:** **480-564-3661**

City: **Phoenix** **State:** **AZ 85012** **Fax:** **Email:** Omar.foster@centurylink.com

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with CenturyLink, it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

STATE CONTRACT AGREEMENT CTR049872

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. CTR049872, for Statewide Upgrade of Phone Systems approved this _____ day of _____. 2020.

GILA COUNTY

_____
Chairman of the Board

ATTEST:

_____
Marian E. Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
The Gila County Attorney's Office

Document No. DOC-0000804020
Scenario: SM1280179

CenturyLink

Customer Information and Contract Specifications

Customer Name: GILA COUNTY - AZ
Account Number: 3-A41086

Currency: USD
Monthly Recurring Charges (MRC): $1,619.50
Non Recurring Charges (NRC): $650.00

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1100 E SOUTH ST GLOBE ARIZONA 85501 1465 UNITED STATES	**Dedicated Internet Access**	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - Off Net			1	$593.00	$0.00	$593.00	$0.00
	- Bandwidth = Fast E							
	- Access Sub Bandwidth=100 Mbps							
	- Inside Wiring=Standard Delivery - To the MPoE (Customer Provided)							
	IP Port			1	$0.00	$325.00	$0.00	$325.00
	IP Logical			1	$285.00	$0.00	$285.00	$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate in Mbps=100							
	- Committed Data Rate in Mbps=100							
	Subtotal						**$878.00**	**$325.00**
108 W MAIN ST PAYSON ARIZONA 85541 5474 UNITED STATES	**Dedicated Internet Access**	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - Off Net			1	$618.00	$0.00	$618.00	$0.00
	- Bandwidth = Fast E							
	- Access Sub Bandwidth=10 Mbps							
	- Inside Wiring=Standard Delivery - To the MPoE (Customer Provided)							
	IP Port			1	$0.00	$325.00	$0.00	$325.00
	IP Logical			1	$123.50	$0.00	$123.50	$0.00
	- Billing Method=Flat Rate							

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	- Peak Data Rate in Mbps=10 - Committed Data Rate in Mbps=10							
	Subtotal						**$741.50**	**$325.00**
	Totals						**$1,619.50**	**$650.00**

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. Unless otherwise agreed by the Parties in writing the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in CenturyLink's ancillary charge summary, a copy of which is available upon request. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.centurylink.com/taxes.

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request or at https://MyLevel3.net) and (b) ancillary charges for additional activities, features or options as set forth in CenturyLink's ancillary charge summary, a copy of which is available upon request. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

9. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where CenturyLink does not currently hold a license to provide such Services, Customer consents to CenturyLink providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints CenturyLink as its agent to the extent necessary to obtain such Service. CenturyLink's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

Signature Block

Customer: GILA COUNTY - AZ
Total MRC: $1,619.50 **Total NRC: $650.00**
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 06-25-2020

CenturyLink™ Government

Attn:
Customer Name: Gila County
Quote No:
Project Name: SIP Conversion Project-Update

Account Manager: Omar Foster
Phone No: 602-512-2516
Fax No: 602-279-5250
Date: August 4, 2020
Expiration Date: November 9, 2020

SUMMARY

Location	Description	Qty	Monthly	One Time	Total Price
Monthly - 10 Meg Option - G.711					
Access	100 Meg IQ Internet Port				
	Administration - 1100 E SOUTH STREET GLOBE				
	- Loop and Port	1	$ 878.00		$ 878.00
	10 Meg IQ Internet Port				
	Administration - 108 W MAIN STREET PAYSON				
	- Loop and Port	1	$ 741.25		$ 741.25
SIP Trunks	SIP Sessions CCP Plan 1	48	$ 8.25		$ 396.00
	Per DID cost	1,000	$ 0.15		$ 150.00
	Toll Free Numbers	5	$ 3.00		$ 15.00
				Monthly Sub Total	$ 2,859.43
One Time					
	10 Meg IQ Internet Port				
	Transport (1100 E SOUTH STREET GLOBE)	1		$ 325.00	$ 325.00
	Transport (108 W MAIN STREET PAYSON)	1		$ 325.00	$ 325.00
	- Port	2		$ -	$ -
	SIP Trunks			$ -	$ -
	DIDs	1,000		$ -	$ -
				One Time Sub Total	$ 650.00

Notes:
CCP Plan 1 includes 50,000 minutes of local calling per CCP.

Prepaid Minute Plan 50,000 National Long distance minutes per month
Local & National Calling
US, France, UK

36 Month Pricing
48 concurrent calls over a 10 Meg connection

Notes:
Vendor Name: CenturyLink
Accounts Receivable
ATTN: Jennifer K. Moore
120 Lenora St
Seattle, WA 98121

Send PO to: omar.foster@centurylink.com
CenturyLink
20 E Thomas Rd, Fl. 4
Phoenix, Arizona 85012

Send Fax to: 602-279-5250
Payment terms are net 30
Taxes are not included

Account Manager
Omar Foster
Qwest Government and Educations Solutions

CenturyLink

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Carrier and Broadband Provider Services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1. 10/07/2019 Date	x initial				
Revised Offers:	2. x date #1	x initial	3. x date #1	x initial	4. x date #1	x initial
	5. x date #4	x initial	6. x date #5	x initial	7. x date #6	x initial
Best and Final Offer:	8 May 7, 2020 Date	DF initial				

CenturyLink Communications, LLC	Justine Lupul
Offeror company name	Signature of person authorized to sign Offer
100 CenturyLink Drive	Justine Lupul / VP of Strategic Enterprise Sales Ops
Address	Printed name and title
Monroe, Louisiana 71203	Chad Rohner
City | State | ZIP	Contact name and title
04-6141739	chad.rohner@centurylink.com 602-512-2551
Federal tax identifier (EIN or SSN)	Contact Email Address / Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41--1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer *forms a* part. Contractor is cautioned not to commence any billable work or to provide any material or perform any

CenturyLink

service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR049872 **The effective date of the Contract is:** 7/1/20 **Contract awarded** 5/26/20

Date Date

john.redhorse@azdoa.gov john.redhorse@azdoa.gov (May 25, 2020 20:23 PDT)

Procurement Officer Signature

John Red Horse

Procurement Officer Printed Name

Part 2: Scope, Pricing and Terms and Conditions

Table of Contents

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SECTION 2-A: Scope of Work

1.0 Purpose and Background

1.1 The Arizona Department of Administration, Arizona Strategic Enterprise Technology - Enterprise Infrastructure & Communications (ASET-EIC) team and the State Procurement Office (SPO), hereinafter referred to as the "State") desire to establish a Contract or Contract Set for Carrier and Broadband Provider Services as described herein. The State acknowledges that the telecommunication and broadband industries and its suppliers are changing rapidly and as such desires to allow flexibility to accommodate open-standards-based products and new technologies.

1.2 The State currently holds nine(9) contracts for Carrier and Broadband Provider Services. Within these contracts a customer is able to obtain services through a limited technology base. It is the intent of the State to widen the technologies and related services that are available for purchase by all eligible State customers from both traditional telecommunication carriers as well as broadband service providers to better serve the State of Arizona as a whole.

1.3 This contract will be utilized by two specific customer bases:

- *Primary Customers*: Defined as all State Agencies, Boards and Commissions. These customers are *required* to be compliant with AZNet standards. The executive branch of the State has outsourced the management of its telecommunications infrastructure from a fragmented agency-centric model to an enterprise network. Under this structure the State government has consolidated the purchasing power of all Executive Branch Agencies. At the direction of the State, AZNet has aggregated executive branch purchasing across the State.

- *Other Customers:* Defined as customers who have membership in the State Purchasing Cooperative (specifically, all Arizona political subdivisions including, counties, cities, schools, libraries and special districts.) Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations or any other consortium of entities eligible to purchase under this contract.

2.0 Scope Summary

2.1 The objectives of this Solicitation are:

2.1.1 *Standardized Carrier Services Descriptions:* To provide Carriers more detailed and standardized communication service product descriptions, purchasable within this

contract. The intention is to make Provider offerings more directly comparable with regard to functionality and specification as well as price.

2.1.2 *Encourage Broader Participation:* Encourage multiple Carriers and Broadband Providers to become contracted on a county-by-county basis so as to create robust and vital markets for multiple services throughout the State.

2.1.3 *Harmonize with eRate cycle (July 1st to June 30th):* Allow contracts for eRate eligible purchasing. Align terms and product offerings in accordance with Universal Service Administrative Company (USAC)'s terms and approved products.

2.1.4 *Strategic Infrastructure Investments:* Encourage strategic investment by Carriers and Broadband Providers in building and expanding new high capacity (broadband) strategic infrastructure in Arizona counties and communities that currently have limited infrastructure capacity.

3.0 Scope of Services

3.1 Desired Product Standards & Requirements

The following standards and desired capabilities are not exhaustive and are expected to evolve with emerging technologies and standards.

3.1.1 *Standards and Quality of Service Guarantees*: Current Standards and Standards Bodies: At a minimum, all product and service offerings listed below and within the Product Categories of Attachment 4 shall be compliant with applicable standards for the particular purchased product or service as required by the following standards setting bodies: Telcordia, ITU, ANSI, IEEE, IETF, FCC, NIST, CTIA, CableLabs, Metro Ethernet Forum, and IP MPLS Forum.

3.1.2 *Quality of Service (QoS) Guarantees*: Specific types of QoS guarantees that are required to be included as part of the purchase price of offered services as described in the 'Product Description' section of Attachment 4, associated with each service category. These guarantees are further specified as appropriate on a product-by-product basis in Attachment 4. However, at a minimum, the following

types of QoS guarantees shall be required by Bidder for every service category with stated Service Level Agreements (SLAs) appropriate to the specific product.

- *Percentage of availability,*
- *Time to respond reported trouble,*
- *Time to repair reported trouble.*

3.1.3 *Network Scalability:* The ability to increase/decrease delivery of service in number and/or size within a reasonable timeframe.

3.1.4 *Network Survivability:* The ability to continue to operate or quickly restore services in the face of unanticipated incidents, disasters, or catastrophes.

3.1.5 *Network Redundancy:* Having one or more circuits/systems available to sustain the operation of the service in case of failure of the main circuits/systems.

3.1.6 *Network Diversity:* Backbone network paths and infrastructure offered in such a way as to minimize the chance of a single point of failure.

3.2 Product Categories

3.2.1 CATEGORY 1: CIRCUITS AND NETWORKS: Dedicated Private Circuits and Networks (Leased Lines/Circuits, VPNs) requiring standards compliance.

Including but not limited to the following types of service:

1. Copper or Coaxial Analog Circuits:
   - (1) i. Two Wire (POTS telephone line for voice or fax use)
   - (1) ii. Four wire (POTS telephone line for voice or fax use)
   - (1) iii. T1 (Channel bank termination up to 24 POTS lines)
   - (1) iv. T3 (Channel bank termination up to 72 POTS lines)
2. Digital TDM Circuits (Copper, Coax, Microwave, and HFC Transport)
   - (2) i. DS0
   - (2) ii. DS1 (Data Transport or PBX Trunks, [CAS, or ISDN-PRI]
   - (2) iii. ISDN (BRI, PRI)
   - (2) iv. DS3 (Data Transport)
3. Virtual Private Circuits and Networks: may be transported over the following types of physical media: Copper pairs, Coax, Fiber, DWDM, and Hybrid-Fiber/Coax (HFC), and terminated at the customer demarcation with the following types of access methods: 10/100/1000 Ethernet, Cable Modem, DSL Modem or Fiber Terminal.
4. Ethernet Virtual Connections (EVCs): Point-to-point, Hub and Spoke Service, Point to multi-point, Multi-point to Multi-point.
   - (4) i. Ethernet Private Line (EPL)
   - (4) ii. Ethernet Virtual Private Line (EVPL)
   - (4) iii. Ethernet Virtual LAN (E-LAN)
   - (4) iv. Converged VoIP Services (Replicating Landline Voice Services over Metro Ethernet virtual networks and circuits and interoperable with the PSTN)

(4) v. Stand Alone VoIP Services over Metro Ethernet virtual circuits and E-LANs

(4) vi. SIP Trunking over Metro Ethernet Virtual Circuits and E-LANs

5. MPLS-IP Virtual Network Services: Point-to-point, Hub and Spoke Service, Point to multi-point, Multi-point to Multi-point (Any-to-Any).

(5) i. MPLS Virtual Private Line Service (point-to-point)

(5) ii. MPLS Virtual LAN service (multi-point to multi-point)

(5) iii. Converged VoIP Services (Replicating Landline Voice Services over MPLS networks and services and interoperable with the PSTN)

(5) iv. Stand Alone VoIP Services over MPLS virtual circuits and LANs

(5) v. SIP Trunking over MPLS Virtual Circuits and E-LANs

3.2.2 CATEGORY 2: VOICE SERVICES: Business phone "lines" shall be flexible, affordable and reliable. Carriers and Providers shall also provide options for call features. Phone "lines" can be provided as landline or VoIP services.

1. Basic telephone services: For Providers offering voice services, basic voice services shall include at a minimum: a "line" (Physical or Voice-over-Internet-Protocol (VoIP)) with an assigned telephone number and unlimited local calling with options for the following requested call features. Some of the features listed below, in section 4.5.3, must be enabled by the Provider; others may be enabled/disabled by the customer using Touch Tone commands, (Carrier provisioned or customer controlled). Local calling is defined as calls originating and terminating within a LATA or equivalent geographic boundary.

2. Number portability: Number portability shall be supported by telephone service Providers; allowing assigned numbers to be imported from other providers at the time of service activation and exported to other providers at the time of service termination using industry standard practices.

3. Basic telephone service optional features:

(3) i. Call Back or equivalent;

(3) ii. Call Blocking or Selective Call Blocking;

(3) iii. Call Forwarding (Busy; No Answer; Selective; To Multiple Lines, etc)

(3) iv. Call Trace;

(3) v. Call Transfer;

(3) vi. Call Waiting;

(3) vii. Caller ID Name and Number;

(3) viii. Distinctive Ringing Restricted Call Forwarding or equivalent;

(3) ix. Feature Blocking;

(3) x. Line Hunting;

(3) xi. Long Distance Blocking;

(3) xii. Remote Access to Call Forwarding;

(3) xiii. Teleconferencing

(3) xiv. Three Way Calling;

(3) xv. Voice Mail; and

(3) xvi. Other features that may not be listed above, or as emerge with technology

4. Providers should also make available the following voice services:

(4) i. Customer specified Default Long Distance provider;

(4) ii. Direct Inward Dialing Services (DID);

(4) iii. Domestic Long Distance and Global Long Distance access;

(4) iv. Foreign Exchange (FX) Services;

(4) v. PBX ALI (Private Branch Exchange Automatic Location Identification); This is specific to a multiline telephone system (MLTS);

(4) vi. Teleconferencing Bridge Services (Audio Conferencing); and

(4) vii. Toll Free Services.

3.2.3 CATEGORY 3: WIFI SERVICES: WiFi Access Services are eligible for purchase when the WiFi Access Points terminating the service at the customer premises are bundled with the Carrier or Broadband Provider's network access service for a private line or other network service. For such WiFi services, WiFi Access Points (and any required traffic aggregating routers located at the customer premises) shall be considered to be on the providers side of the provider's demarks. The Provider of WiFi Access Service shall be responsible for all configuration and management of any equipment bundled with the service and necessary for its operation.

Primary Customers who may purchase WiFi Access Services shall require the Provider to support a user log-in splash screen capability and to comply with all other State Security Policies in the implementation of the service. The State of Arizona has adopted National Institute Standards and Technology (NIST) standards for security. The State of Arizona Security Policies will be available after contract award. Additionally, WiFi Access Services shall not be configured to connect directly to the State network. It is recommended that Other Customers who may order this service require the Provider to follow the same security guidelines as AZNet.

1. WiFi Access Services:

(1) i. Single 802.11a/g/n Access Point with 6 to 30 Mpbs access connection;

(1) ii. Single 802.11a/g/n/ac Access Point with 10 to 500 Mbps access connection;

(1) iii. Multiple 802.11a/g/n Access Points routed to a single access connection supporting up to 30 Mbps per Access Point;

(1) iv. Multiple 802.11a/g/n/ac Access Points routed to a single access connection supporting up to 500 Mbps per Access Point; and

(1) v. Other services that may not be listed above, or as emerge with technology.

3.2.4 CATEGORY 4: INTERNET ACCESS SERVICES: These services may be bundled with transport or access services or provided separately for transport over private circuits and networks, or over Provider operated networks. Internet Access Services may also be bundled with Provider managed router services.

1. Feature functionality:

(1) i. Symmetric

(1) ii. Asymmetric

(1) iii. Border Gateway Protocol (BGP)

(1) iv. Open Shortest Path First (OPSPF)

(1) v. DNS Services

(1) vi. Carrier DHCP Addressing

(1) vii. Static IP Address

(1) viii. Private IP Address

(1) ix. Other features that may not be listed above, or as emerge with technology.

3.2.5 CATEGORY 5: NETWORK SECURITY SERVICES: Providers may also make available the following Internet Security Services which may be bundled with Internet Access services or sold separately:

1. Next Generation Firewall Services;
2. Distributed Denial of Service Prevention (DDoS);
3. Data Loss Prevention (DLP);
4. Web Proxy Filtering;
5. Content Filtering;
6. Other Security Services that may not be listed above, or as emerge with technology.

3.2.6 CATEGORY 6: FIBER SOLUTIONS: Fiber Services can be provided as:

1. Leased dedicated conduits or micro-ducts within conduits (through which a customer can install and operate their own fiber and provide their electronics);

2. Leased "Dark" Dedicated Fiber Cable (point-to-point or ring configuration, Fiber Optic Distribution Unit (FODU) demarcation, customer provides electronics);
3. Leased "Dark" Fiber Strand Pairs on shared fiber cable (point-to-point or ring configuration, FODU demarcation, customer provides electronics);
4. Leased Dense Wavelength Division Multiplexing (DWDM) wavelength(s) on shared fiber pairs (point-to-point or ring configuration, Optical FODU Demarcation, Customers provides electronics);

3.2.7 CATEGORY 7: SATELLITE/MICROWAVE SERVICES: The State has not yet developed Arizona Service IDs for Satellite/Microwave Services. The State encourages Providers in this category to propose a broad variety of products and services, with detailed descriptions that will allow the State, upon award of contract, to bundle similar products from multiple vendors, under the same AZ Service ID.

3.2.8 CATEGORY 8: CELLULAR/MICROWAVE SERVICES: The State has not yet developed Arizona Service IDs for Cellular/Microwave Services. The State encourages Providers in this category to propose a broad variety of products and services, with detailed descriptions that will allow the State, upon award of contract, to bundle similar products from multiple vendors, under the same AZ Service ID.

3.2.9 OTHER SERVICES: The State will consider additional products and services. The Contractor may propose additional offerings they believe fit within the scope of the solicitation but are not specifically listed in any of the eight categories described in sections 3.11.1 through 3.11.8 of this document. These proposals shall be submitted in the 'Other Services' tab in Attachment 4 – Pricing Sheet. The State will evaluate these products and services and make a determination if they fit the scope of the solicitation and the needs of the State. If approved, these products and services shall be assigned AZ Service IDs and added to the subsequent contract.

3.2.10 Excluded Products and Services: The following products and services shall be excluded from a resultant Contract:

1. Building Wiring System (BWS, cabling and connection devices beyond the telecommunications demarcation);
2. Mobile radio related products;
3. Wireless Mobility Services (specifically, cell phone carrier services)
4. Hardware and software for build-out of Buyer's campus networks (CPE - not including fixed mobile convergence products, devices specifically for internet services)
5. 9-1-1 Services;
6. Integration Services
7. All other products and services not specified herein.

3.3 Expanding Geographic Availability

3.3.1 Geographic availability of ILEC and CLEC telecommunication services may change for an ILEC or CLEC during the life of a resultant contract. As such, the resultant Contract is limited to the areas included herein. Based on technological advances and/or expanded capabilities and infrastructure, the Contractor may request to add supplemental Geographic Areas to the Contract as new ILEC or CLEC service territories and/or service capabilities become available. The addition of new Geographic Areas under the Contract shall be the State's discretion.

3.4 Broadband Expansion Provision

3.4.1 The State seeks to encourage the building and expansion of new broadband infrastructure by encouraging Providers to work aggressively and strategically with communities and anchor institutions in those communities in underserved areas of the State to coordinate the aggregation of demand and the coordinated purchase of new and expanded high capacity broadband services, especially in underserved rural communities and counties in the state.

3.4.2 To encourage provider investment in, and implementation of such new infrastructure the State will consider the following within a resultant contract:

1. Special Terms: When services are purchased in connection with new infrastructure expansion by Carriers and/or Broadband Providers, Special Terms and Conditions can be considered for approval, as follows:

(1) i. Contract Terms- Initial 3 year contract. After the initial 3 year base the contract can be extended for one (1) additional two (2) year term - under current amendment pricing. During the two (2) year extended term, agencies shall be able to terminate services at any time without penalty.

(1) ii. Longer-Term Service Contracts. If a Carrier or Provider wishes to seek special terms for a Longer- Term Service Contract (greater than five (5) years) with a customer, to justify investment in new infrastructure expansion, they shall submit a business case to the State Procurement Office for review and possible acceptance.

(1) iii. Early-Termination Terms. If a Carrier or Provider wishes to seek special terms for early-termination, a business case shall be submitted to the State Procurement Office for review and possible acceptance.

2. Non-Recurring Costs (NRC). NRC of new infrastructure construction can be amortized over the term of a service order by the allowance for an increase monthly recurring costs (MRC) for provided services beyond the awarded price for service(s) that may utilize such new

infrastructure. This amortization can be for all or a portion of the term of those specific contracted services provided that the total cost shall not increase beyond the sum of the regular bid price and the quoted NRC.

(2) i. The State considers that providing broadband capacity, requiring new infrastructure construction, to a community shall be defined as having at least one Provider Point of Presence within a Census Designated Place or a geographic Cluster of Census Designated Places having 4,000 or more households, connected with fiber-optic or microwave back-haul transport capacity equal to or greater than 6 Mbps per household to a Point of Presence in a metropolitan area. If a Census Designated Place with a population of less than 4,000 households is to be considered as served with broadband capacity the minimum connection capacity between at least one Point of Presence in the community and a Point of Presence in metropolitan areas shall be 1.5 Mbps. Exhibit A lists all the recommended Backhaul Bandwidth for Census Designated Places and logical Clusters of Places. (see Exhibit A: – BACKHAUL BANDWIDTH FOR CENSUS DESIGNATED PLACES)

3. Consortia / Group Buying. Eligible 'Other Customers', as defined in Section 2, Background, are allowed to create new consortia with or without the participation of Primary Customers, also defined in Section 2, Background, to increase their buying power for services and to enhance the likelihood of new infrastructure investments being made by Carriers and Broadband Providers.

(3) i. Billing of Consortium Projects. If Carriers or Broadband Providers accept an order from an "Other Customer" consortium that has more than one customer (example: a school district, a city, a county, a fire district, and a non-profit) the Carrier or Broadband Provider must agree to bill every member of the consortium separately for each of their agreed portion of the cost (including but not limited to all One Time Charges, and Monthly Recurring Charges. .

4. To be considered for an award within the broadband expansion provision of a resultant contract, the Offeror shall follow the specific instructions on how to respond to this section stated within Part 3 of the Solicitation.

5. Pricing. If a Carrier or Broadband Provider can provide a service within a County only after committing to the construction of new Infrastructure in that County that would enable the delivery of said services, the Carrier or Broadband Provider may request the

negotiation of special terms and conditions for services that would utilize the new infrastructure in that County to justify their investment. In these cases the State acknowledges that pricing shall be negotiated.

6. Additional Expansion Proposals. If an infrastructure expansion opportunity arises in an area that was not originally identified to the State through the initial RFP process, the Contractor may submit a proposal to the State for review to be considered for the additional terms listed in 3.4.2

3.5 SERVICE LEVEL GUARANTEES

3.5.1 Service Level Agreements (SLAs)

1. SLAs are required when establishing service for applicable products.
2. The customer shall negotiate SLAs directly with the carriers and providers when establishing requested service, but the minimum requirements prescribed below in section 3.5.2 Minimum Guarantees must be adhered to.
   - (2) i. Once negotiated, the SLA shall be submitted to ASET-EIC (ASET_EIC_Carrier@azdoa.gov) for review and approval against the Terms and Conditions of a resultant contract.
3. Costs associated with more stringent guarantees than outlined below in section 3.5.2 may be added to a quote as a service premium.
   - (3) i. The fixed rate MRC shall not be changed to reflect the premium associated with the SLAs rather it should be it's own monthly line item.
4. Carriers and Providers are required to monitor and report to customers monthly for agreed-to Service Level Agreements performance and non-performance.

3.5.2 Minimum Guarantees:

1. Restore and Response defined:
   - (1) i. Restore – Means a 'full service restoration'.
   - (1) ii. Response – Means having a physical presence onsite.
2. Metro Areas defined:
   - (2) i. Phoenix Metro, 60 mile radius of the Capital Mall circle
   - (2) ii. Tucson Metro, 60 mile radius of the University of Arizona
   - (2) iii. Yuma Metro, 35 mile radius of the Yuma County Court House
   - (2) iv. Flagstaff Metro, 35 mile radius of Coconino County Court House
   - (2) v. Prescott Metro, 35 mile radius of Yavapai County Court House

3. Restore and Response times:

(3) i. Metro Areas:

- Specific sites to be provided after contract award.
- Full restoration shall be completed within two (2) hours.

(3) ii. Rural Areas:

- Specific sites to be provided after contract award.
- Full restoration shall be completed within four (4) hours.

(3) iii. If full restoration cannot be achieved within the above stated time frames, the customer shall be notified immediately upon discovery of such event that hinders restoration.

(3) iv. Every hour that service has not been restored the carrier or provider shall be responsible for updating the customer of status on the restoration project.

4. Restore and Response penalties

(4) i. For every 15 minutes beyond the Restore and Response times that 'full service restoration' is not completed, the Contractor shall be charged a penalty of 5% of the customer's monthly bill for that site. This will be seen in the form of a credit against the billed amount at the end of the month. If, for example, 'full service restoration' takes 30 minutes beyond Restore and Response time, the penalty shall be 10% of the customer's monthly bill for that site.

(4) ii. If full restoration has not been completed within double the allowed time the customer will have the right to terminate services with that Carrier with no penalty.

(4) iii. Customer, at its discretion, can allow an exception to this within their negotiated SLA, based on agreed to terms by both parties, for allowances such as, but not limited to, force majeure.

5. Restore and Response tracking:

(5) i. The two (2) or four (4) hour window shall start when the customer (AZNet, for the primary customer) calls the carrier directly and opens a repair ticket.

(5) ii. Once the service has been fully restored, the carrier shall call the customer and notify of completion.

(5) iii. Once notified the customer shall confirm that service has been fully restored before the carrier closes the open repair ticket. Once this confirmation has been completed the window for restoration shall be closed and calculated for any applicable penalties.

(5) iv. If the carrier or provider closes the repair ticket before confirmation has been provided by the customer and is required to open a new ticket, the restoration and response time shall not be restarted, rather merged with the original outage notification.

3.6 Process for establishing services

3.6.1 For establishing Service for State Agencies, Boards and Commissions exclusively, please reference Exhibit B for the State of Arizona WAN Strategy Diagram:

3.6.2 Quote Process. The most current version of 10.5 AZNet II – RFI Carrier Order Process Guide can be found at https://aset.az.gov/aznet-ii-arizona-network.

1. Customer is required to open a Request for Information (RFI) ticket for requested Carrier products and services.

2. Within this request the Customer shall provide the 'AZ Service ID' found within Attachment 4, Pricing Sheet.

3. All Contractors awarded in geographical location are notified of an opportunity to provide a quote for requested products and services based on contract category.

4. Contractor will be notified at the time they are given the opportunity to quote that a site assessment is requested.

5. Site assessments shall be provided at no charge.

6. Contractor is able to waive the opportunity to walk the premises and still provide a quote, however, the quote shall not be revised if the Contractor waived their right to walk the site

3.6.3 Providing the Quote:

1. Quote shall be in compliance with the Quote form provided by ASET-EIC.

2. NRC's quotes shall be firm fixed, ranges shall not be accepted. Any final costs in excess of the firm fixed quote price shall be the responsibility of the carrier or provider.

3. MRC quotes shall be firm fixed.

4. Contractor(s) are required to submit the resulting quote to ASET_EIC_Carrier@azdoa.gov by the requested due date and time of the original RFI.

5. Late quotes shall not be accepted.

6. ASET-EIC compiles received quotes and sends them to the requesting customer for evaluation.

3.6.4 Ordering Process. The most current version of 10.6 AZNet II – MAC Project Carrier Order Process Guide can be found at https://aset.az.gov/aznet-ii-arizona-network.

1. Customer reviews quote(s) provided to them by ASET-EIC.

   (1) i. Decision shall be based on the results of the RFI.

2. Customer opens a new move, add, change (MAC) ticket.

3. AZNet sends the order to the Selected Carrier.

4. Carrier sends e-mail confirmation to AZNet within 24 hours of receipt of the order.

5. Depending on the product ordered the Carrier sends and email to AZNet with applicable supporting information as follows:

   (1) i. Circuit Number;

   (1) ii. Carrier Order Number; and

(1) iii. Due Date.

6. AZNet provides the supporting information to the AZNet Engineers and requesting Customer.

7. Carrier confirms that the product has been installed.

8. AZNet verifies with the AZNet Engineer and Customer that product was installed in compliance with the agreed upon project specifications.

3.7 Establishing Service for 'Other Customers':

As Eligible 'Other Customers' these customers are not required to follow the State of Arizona ASET requirements, nor are their networks and infrastructures managed by the State ASET department. As such, the customers may require the Contractor to assist in Order preparation by providing necessary product and services descriptions, operating parameters, and interface information. Contractor shall provide this assistance at no additional cost to the Customer.

3.7.1 Quote Process. Customers may request quotes for the specific products and/or services available under the Contract, through the issuance of a Contract Quote or Purchase Quote (Quote Request) to the Contractor. Quote Requests shall cite the Contract number and shall be limited to those products and/or services available under the Contract only.

Extra-contractual Products and Services Prohibited. Any attempt to use a Quote Request and/or any response thereto, to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State, inclusive of but not limited to Contract termination for default, suspension and/or debarment of the Contractor.

1. Quote Request Form. Quote shall include, at a minimum, the following information:

(1) i. Date the quote was requested;

(1) ii. Quote Number;

(1) iii. E-Rate SPIN number, if requested;

(1) iv. Customer information, to the individual department, division or office as applicable;

(1) v. Customer contact person;

(1) vi. Term of the Service, including Service start date, expiration date – if applicable, and installation date – if applicable;

(1) vii. Total cost to the Customer; and

(1) viii. A list or description specifying the quantity, type and special options and/or provisions of the Service to be provided.

3.7.2 Ordering Process.

1. Purchase Order Issued. Purchase Orders shall be in accordance with the requirements set forth herein.

2. Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

3. Order Acceptance. Contractor shall acknowledge acceptance of all Orders. Contractor shall notify the Customer, in writing or electronically, within five (5) days of Order receipt. Orders that are not accepted and not specifically rejected by the Contractor within the five (5) days shall be considered accepted. Customers may accept verbal order acceptance when time and circumstances require. Order acceptance shall include the reservation of all elements necessary to deploy the ordered and accepted products and services.

4. Order Notification. Contractor shall, prior to the Order start date, notify Customer, in written or electronically, information pertaining to the installation of the Order's products and services.

5. Order Implementation. Contractor shall be responsible for and shall minimize the impact of any transition between the Customer's incumbent service providers and the Contractor. Contractor shall inform the Customer of all Customer responsibilities throughout service implementation. In general, Order implementation shall not exceed ninety (90) days but shorter or longer timeframes may be negotiated between the Customer and the Contractor on a case by case basis. Contractor shall be responsible for all billing variations incurred during an unsuccessful service implementation. For example,

new rates are not applied correctly or telephone numbers are not recognized in database, etc.

3.8 Additional Provisions regarding Service Establishment for both Primary and Other customers:

3.8.1 Major Service Implementations*:*

1. Inspection of all Major Services Implementations. A Major Services Implementation is defined as any Customers with ten (10) or more locations. Customer may appoint an Inspector(s) from time to time to serve as Customer's representative during, installation, testing, cutover, operation and maintenance of the Services (and its billing) and shall advise Contractor of same. Such inspection may extend to any part of the installation or operation of the Services. The Inspector shall not be permitted to modify in any way the provisions of the Contract, nor to delay the work by failing to complete the inspection with reasonable promptness. The Inspector shall not interfere with the Contractor's management of the work. Instructions given by the Inspector shall be respected and responded to by Contractor. Whenever required by the Inspector, Contractor shall furnish without additional charge, all tools, test equipment, and labor necessary to make an examination of the work completed or in progress or test the quality of the Services. If the Services, including its installation and operation, is found to be not in compliance with the Specifications, the Contractor shall bear all expenses of such examination and of satisfactory correction of the deficiencies. After all Service installation and testing activities are completed, and upon delivery of all required Service and testing documentation, Final Services Acceptance (FCA) shall be executed.

2. Acceptance Testing of all Major Services Implementation. Upon notification of completion of Contractor testing, Customer shall commence its Acceptance Testing Period of 30 calendar days for compliance with Services performance requirements. In the event of apparent failure to meet any performance requirements or standards during any Acceptance Testing Period, it is not required that one 30-day period expire in order for another Acceptance Testing Period to begin. Furthermore, if, during any Acceptance Testing Period, Customer identifies Service Affecting deficiencies, it shall be at Customer's option if another 30-day Acceptance Testing Period is required after Contractor satisfactorily corrects such deficiencies. Customer’s standard of performance shall be met when the Services operates in conformance with the SLA requirements during its operational-use-time for a period of 30 consecutive calendar days from the commencement date of the Performance Period. If Customer identifies Service Affecting deficiencies, during the Performance Period, the Customer shall promptly notify Contractor in writing of such deficiencies. Contractor shall correct these deficiencies in a timely and satisfactory manner and shall notify Customer in writing when deficiencies are corrected. Customer shall make every effort to assist Contractor in the resolution of all deficiencies but the responsibility ultimately resides with

Contractor. Promptly upon successful completion of the Performance Period, Customer may notify Contractor in writing that the Performance Period is now complete. Contractor's receipt of Customer's letter shall prompt the execution of the Final Services Acceptance Document. If the Performance Period Acceptance Testing is not completed within 90 calendar days of the Contractor's CSO Initiation date, the Customer shall have the option of terminating the CSO, without penalty or of authorizing Contractor in writing of an extension of the Performance Period deadline. Customer's option to terminate the CSO shall remain in effect until such time as successful completion of the service performance requirements is attained.

3.8.2 Order Modifications and Cancellations:

1. Modifications or Cancellations **prior to** Order Acceptance:

Customer may, at any time prior to Order acceptance, modify or cancel the Order, in whole, or in part. Customer shall have no liability for making such modifications or cancellations.

2. Modifications or Cancellations **after** Order Acceptance:

Customer may modify or cancel an Order after Order acceptance. Contractors may modify Orders as authorized by the Customer. Modifications or cancellations shall be executed in writing or electronically. Any unauthorized modification or cancellation by Contractor shall constitute a material breach of the Contract and, at the Customer's option, cause the Order to be void. Customer liability for modifications or cancellation made after Offer acceptance shall be limited to the full cost of all non-recoverable expenses, including any special construction charges, caused by the modification, not to exceed the non-recurring costs for products and services in the Order. Customers may cancel an Order due to Contractor's failure to perform in accordance with the Order notification, and/or the service level agreements contained in the Contract. Cancellation for Contractor default shall limit Customer liability to the recurring and non-recurring costs already accepted and in use by Customer.

3.9 CONTRACT MANAGEMENT:

3.9.1 Performance Management. Contractor shall cooperate with the Procurement Officer in the administration of the Contract, to review performance indicators, to identify performance issues before, or promptly after, a problem occurs, and

to address and resolve performance problems in a timely and responsible manner.

1. Annual and Semi-annual Meetings. Contractor shall, at least once annually and more frequently as required by the State, meet with the Procurement Officer and/or members of delegated representatives of the State's ASET-EIC department, to review Contractor performance against the terms, conditions and requirements of the Contract.

2. Issue and Problem Resolution. When an issue or problem requires notice and mitigation steps by the parties, the State and Contractor shall follow the same Dispute Resolution process as set forth herein. Depending on the severity of the issue or problem, the State may at its discretion, bypass the Dispute Resolution process herein and proceed directly to the Remedies provisions of the Contract.

3. Responsibility Documentation. Contractor's past performance is a standard determinant of Offeror Responsibility in the award of Arizona State Contracts. Contractor performance, as documented in the Contract File, may positively or negatively affect future proposals submitted in response to solicitations conducted by the State of Arizona, its agencies, boards or commissions, as well as members of the State Purchasing Cooperative.

3.9.2 Broadband Expansion Management.

1. Annual and Semi-annual Meetings. Contractor shall, at least once annually and more frequently as required by the State, meet with the Procurement Officer and/or members of delegated representatives of the Arizona State Broadband Director, to review Contractor performance against the terms, conditions and requirements of the Contract. Reviewing progress on plans of expansion originally submitted.

2. Service Maps. Contractors shall provide maps of their current and planned broadband infrastructure in KMZ or an equivalent digital format for counties in which they intend to offer services under this contract, such maps need to include physical layer fiber routes, including long haul, middle mile and last mile segments; points-of-presence, interconnection/peering points, central offices, and data centers; other access points such as: manholes, splice points, etc. Direct information with regard to serve customers need not be included. These maps are to be updated on a semi-annual basis and submitted to the State Procurement Office. If information is regarded as proprietary or confidential, it shall be designated as such, following the instructions provided in section 4.7 of Part 3 of the Solicitation.

3. Issue and Problem Resolution. When an issue or problem requires notice and mitigation steps by the parties, the State and Contractor shall follow the same Dispute Resolution process as set forth herein. Depending on the severity of the issue or problem, the State may at its discretion, bypass the Dispute Resolution process herein and proceed directly to the Remedies provisions of the Contract.

3.10 E-RATE COMPLIANCE

In order to provide the services listed within an awarded contract to E-Rate eligible entities, a Carrier or Provider shall obtain a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company as part of their response to this solicitation. Further, Providers must maintain a current SPAC (Service Provider Annual Certification) form with USAC. Failure to do so will result in a Carrier or Provider being excluded from bidding services to said eligible entities.

If a Provider chooses not to obtain a SPIN they will be ineligible for any E-rate considerations. However, the Provider will not be determined non-susceptible for the general solicitation for this reason alone.

3.10.1 *The originating FCC Form 470 number for this RFP is* **200000218**.

As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

1. **47 CFR § 54.500(f)**

   Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services.)

2. **47 CFR § 54.511(b)**

   Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Note:

Applicants can choose their method of invoicing; service providers cannot force applicants to use a particular method.

3.11 PRICING STRUCTURE

Providers shall only charge up to the pricing found within 'Attachment 4, Pricing Sheet', which shall not exceed the fixed pricing.

Providers are required to provide pricing as lowest corresponding price, which is defined as the lowest price that a service provider charges to non-residential customers, such as, schools, libraries, consortiums, and businesses who are similarly situated customers for similar services. "Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers.

3.11.1 Category 1, Circuits and Networks:

1. Pricing Structure: Prices for Private (physical and virtual) circuit and network services shall be based on the service access medium and capacity, the provisioned bandwidth for the access connection, and the guaranteed QoS parameters of the service. The following are examples of allowed pricing elements:

   (1) i. Firm upfront Non-Recurring Costs (NRC) for installing and activating the service at a specific location;

   (1) ii. 'Extension' NRC for extending the provider's transport medium to an off-net location;

   (1) iii. Monthly lease for Demarcation equipment if not provided by customer unless the description in Attachment 4 for a particular Type Of Service requires that any equipment associated with the service be bundled with the service and the cost to be included in the Monthly Recurring Cost (MRC);

   (1) iv. Monthly Recurring Costs (MRC) for service at specified data rates with any required bundled equipment cost; and

   (1) v. MRC for any specific service level commitments not described in the product bid lists.

3.11.2 Category 2, Voice & SIP Services:

1. Non-Recurring Costs (NRC) for installing and activating the service at a specific location;

2. Monthly Recurring Charge (MRC) for Voice Package:
3. Base voice service includes a local "line" with assigned local number and unlimited local calling.

4. Call feature packages including call features as selected by the Customer:

   (4) i. Base voice service with 1 include Call Feature;

   (4) ii. Base voice service with bundled package of up to 5 Call Features;

   (4) iii. Base voice service with bundled package of up to 10 Call Features;

   (4) iv. Base voice service with bundled package of 11 or more Call Features.

5. Long Distance Services:

   (5) i. Domestic: U.S. Long Distance rates shall be quotes as ICB on the following billing alternatives:

   - Flat Rate; and
   - Usage Based by 1/10th minute increments starting with called party answer.

   (5) ii. Global: International Long Distance rates shall be quoted as ICB based on a country list provided by the Customer. Billing shall be based on the following alternatives:

   - Flat Rate by called country.; and
   - Usage Based by country called per 1/10th minute increments starting with called party answer.

6. 'Extension' NRC for extending the provider's transport medium to an off-net location.

3.11.3 Category 3, WiFi Access Services:

1. Pricing for WiFi Access Services shall be based on, the provisioned bandwidth for the access connection, and the guaranteed QoS

parameters of the service specified in the bid list. The following are examples of allowed pricing elements:

(1) i. Firm Upfront Non-Recurring Costs (NRC) for installing and activating the service per access point installed at a specific location;

(1) ii. 'Extension' NRC for extending the provider's transport medium to an off-net location;

(1) iii. Monthly Recurring Costs (MRC) for transport service at specified data rates (including bundled Access Point(s) and any managed routers); and

(1) iv. MRC for any specific service level commitments not described in the product bid lists.

3.11.4 Category 4, Internet Access Services:

1. Pricing for Internet Access Services shall be based on the service access medium and capacity, the provisioned bandwidth for the access connection, and the guaranteed QoS parameters of the service. The following are examples of allowed pricing elements:

(1) i. Firm upfront Non-Recurring Costs (NRC) for installing and activating the service at a specific location;

(1) ii. 'Extension' NRC for extending the provider's transport medium to an off-net location;

(1) iii. Monthly cost for Demarcation equipment (such as cable modem, DSL modem, fiber termination panel, etc.) if not bundled with the service and included with the MRC. or if not provided by customer; and

(1) iv. Monthly Recurring Costs (MRC) for guarantee service at specified data rates and QoS/CoS levels.

3.11.5 Category 5, Network Security Services

1. Examples of Sub Categories are:

(1) i. Network Based Firewall Service

- Pricing based on the size of bandwidth of the Internet service it is protecting

(1) ii. Network Based DdoS Mitigation Service

(1) iii. Web Security and Filtering Service

3.11.6 Category 6, Fiber services:

1. Pricing for Fiber Services shall be based on the capacity, distance of the circuit, and Guaranteed Availability and Service Restoration commitments, as well as any bundled electronics on the Provider side of the demarcation. Examples of allowable charges are:

   (1) i. Firm upfront Non-Recurring Costs (NRC) for installing and activating the service at specific locations;

   (1) ii. 'Extension' NRC for extending the provider's transport medium to an off-net location;

   (1) iii. Monthly lease for Demarcation equipment (such as fiber termination panel, FODUs etc.) if not bundled with the service and included with the MRC, or if not provided by customer; and

   (1) iv. Monthly Recurring Costs (MRC) for guarantee service at specified data rates and QoS/CoS levels.

3.11.7 Category 7, Satellite/Microwave Services

The State has not yet developed Arizona Service IDs for Satellite/Microwave Services. The State encourages Providers in this category to propose a broad variety of products and services, with detailed descriptions that will allow the State, upon award of contract, to bundle similar products from multiple vendors, under the same AZ Service ID.

3.11.8 Category 8, Cellular/Microwave Services

The State has not yet developed Arizona Service IDs for Cellular/Microwave Services. The State encourages Providers in this category to propose a broad variety of products and services, with detailed descriptions that will allow the State, upon award of contract, to bundle similar products from multiple vendors, under the same AZ Service ID.

3.11.9 Other Services

The State will consider additional products and services. The Contractor may propose additional offerings they believe fit within the scope of the solicitation but are not specifically listed in any of the eight categories described in sections 3.11.1 through 3.11.8 of this document. These proposals shall be submitted in the 'Other Services' tab in Attachment 4 – Pricing Sheet. The State will evaluate these products and services and make a determination if they fit the scope of the solicitation and the needs of the State. If approved, these products and services shall be assigned AZ Service IDs and added to the subsequent contract.

3.11.10 E-Rate Eligible Entities:

1. Specific only to E-Rate Eligible Entities, a Contractor may be required to quote the bundled rate pricing proposed within Attachment 4, Pricing Sheet, as a 'de-bundled' set of services separating Internet Access and transport services from managed router(s) and WiFi router service. If required to 'de-bundle' the pricing, the quoted price shall not exceed the pricing of the bundled rate proposed within Attachment 4, Pricing Sheet for the WiFi Access Service in question.

The following Exhibits apply to the Scope of Work:

SECTION 2-A Exhibit A BACKHAUL BANDWIDTH FOR CENSUS DESIGNATED PLACES
SECTION 2-A Exhibit B WAN STRATEGY DIAGRAM

End of Section 2-A

SECTION 2-B: Pricing Document

1.0 Compensation

1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachments/Exhibits titled ATTACHMENT 4_PRICING SHEET to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:

2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for two years after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be considered only at the time of contract renewal and shall be initiated ninety (90) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

(c) All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

2.4.1 Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel . The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) or the State's assigned 3rd party Telecommunications Expense Management provider ("TEM") at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the The State's e-Procurement System PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●

Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

(a) are sent to an incorrect address;

(b) do not reference the correct State contract number; or

(c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

5.7 ELECTRONIC PAYMENT

Contractor shall accept electronic payment from the State principally through, but not limited to, electronic transfer via Automated Clearing House remittance. The State also may make payment, at its discretion, by payment card, credit card, debit card, warrant, federal wire, etc. Contractor shall cooperate with the State by providing the State information—including, but not limited to Contractor's bank information—to support the State's selected means of payment. The Contractor shall not charge the State an amount to recover any convenience fee, discount fee, processing fee or service fee related to the acceptance of the State's payment.

6.0 Exhibits to the Pricing Document

- **None**

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	Acceptance	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
1.2	Accepted Offer	If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
1.3	Arizona Procurement Code; A.R.S.; A.A.C.	"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
1.4	Arizona TPT	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	Attachment	"Attachment" means any item that: 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer.
1.6	Pricing Document	"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.7	Contract Amendment	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.
1.8	Contract Terms and Conditions	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.9	Contractor	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10	Contractor Indemnitor	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.11	Co-Op Buyer	"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op

		Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23). NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
1.12	Eligible Agency	If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
1.13	Indemnified Basic Claims	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
1.14	Instructions to Offerors	"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
1.15	Order	"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order": 1. "Release" or "Release Purchase Order" in The State's e-Procurement System; 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or 3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.
1.16	The State's e-Procurement System	"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations
1.17	State	With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
1.18	State Indemnitees	"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
1.19	Subcontractor	"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
1.20	Work	"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;

(b) the final Contract Documents, in the order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Pricing Document;

(4) Uniform Terms and Conditions;

(5) Scope of Work;

(6) Exhibits to the Scope of Work;

(7) Exhibits to the Pricing Document;

(8) Specifications; and

(9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and

(d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3	Independent Contractor	Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
2.4	Complete Integration	The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.
3.0	Contract Administration and Operation	
3.1	Term of Contract	The term of the Contract will commence on the date indicated on the Acceptance and continue for **three (3) years unless canceled, terminated, or permissibly extended**.
3.2	Contract Extensions	State may at its sole option extend the initial Contract term in increments of up to one year and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.
3.3	Notices and Correspondence	3.3.1 TO CONTRACTOR. State shall: (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract. 3.3.2 TO STATE. Contractor shall : (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the The State's e-Procurement System Summary for State; and (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address: Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 402 Phoenix, AZ 85007 3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.
3.4	Signing of Contract Amendments	Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either: 1. extension of the term of the Contract within the maximum aggregate term; 2. revision to Procurement Officer appointment or contact information; or

3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of an Amendment – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

(c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into

		Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.
3.11	Offshore Performance of Certain Work Prohibited	Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.
3.12	Orders	3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order. 3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. 3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time. 3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type. 3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it. 3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.
3.13	Statewide Contract Provisions	The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder. The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services. 1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website: https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

   https://spo.az.gov/
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

   https://spo.az.gov/
5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.
6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-

			Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.
		4.1.2	PAYMENTS ONLY TO CONTRACTOR OR 3RD PARTY TELECOMMUNICATIONS EXPENSE MANAGEMENT ("TEM") PROVIDER. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor or TEM under the federal tax identifier indicated on the Accepted Offer.
4.2	Applicable Taxes	4.2.1	CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
		4.2.2	TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1	Contract Amendments	The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.
5.2	Assignment and Delegation	5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
		5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1	Risk of Loss	Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.
6.2	Contractor Insurance	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 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.

On a case-by-case basis, consideration will be given for reduced minimum insurance requirements, depending on the services provided and the level of risk the State determines is present.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage personal injury 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
Damage to Rented Premises	$ 50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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 and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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

Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

4. Technology Errors & Omissions Insurance – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed progrms under this contract.

b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

c. In the event that the Tech E&O 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, either continuous coverage will be maintained or an extended discovery period willb e exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

b. In the event that the Network Security and Privacy 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, 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.

c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to , commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted 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.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or

endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

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.

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.

6.3	Indemnification	To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 judgement 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 State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor. 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.
6.4	Patent and Copyright Indemnification	CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph: 1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph; 2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise; 3. State may elect to participate in such action at its own expense; and 4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations. If Contractor is a public agency, this paragraph 6.4 does not apply.
6.5	Force Majeure	6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil

disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

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

7.0 Warranties

7.1	Conformity to Requirements	Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.
7.2	Contractor Personnel	Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
7.3	Intellectual Property	Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except

		only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
7.4	Licenses and Permits	Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.
7.5	Operational Continuity	Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and* Delegation] that expressly recognizes the event.
7.6	Performance in Public Health Emergency	Contractor warrants that it will: 1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and 2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable. For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.
7.7	Lobbying	7.7.1 PROHIBITION. (a) Contractor warrants that: i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. (b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above. (c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts. 7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
7.8	Survival of Warranties	All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1	Claim Resolution	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
10.2	Mandatory Arbitration	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

11.1	Applicability	Article 11 applies to the extent the Work is or includes Materials.
11.2	Off-Contract Materials	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, n either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	Compensation for Late Deliveries	Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them
11.4	Indicate Shipping Costs on Order	Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)
11.5	Current Products	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract
11.6	Maintain Comprehensive Selection	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
11.7	Additional Products	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant

number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products

11.8 Discontinued Products

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

11.9 Forced Substitutes

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately

11.12 Delivery Time

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;

3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
   i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
   b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
   c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not

create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18 Order Cancellations

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day
2. reimburse Contractor for:
   (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
   (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

12.0 General Provisions for Services

12.1	Applicability	Article 12 applies to the extent the Work is or includes Services.
12.2	Comprehensive Services Offering	Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
12.3	Additional Services	State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
12.4	Off-Contract Services	Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
12.5	Removal of Personnel	Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
12.6	Transitions	During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
12.7	Accuracy of Work	Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
12.8	Requirements at Services Location	Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured

		perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
12.9	Services Acceptance	State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.
12.10	Corrective Action Required	Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable. 1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence). 2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment. 3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1	Applicability	Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
13.2	Data Protection and Confidentiality of Information	Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant: 1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and 2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives

from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3	Personally Identifiable Information.	Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph: 1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and 2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180.*1 GSA Rules of Behavior for Handling Personally Identifiable Information*. NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222
13.4	Protected Health Information	Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it: 1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures; 2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and 3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14.0 Information Technology Work

14.1	Applicability	Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.
14.2	Background Checks	Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3	Information Access	14.3.1	SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
		14.3.2	INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
		14.3.3	ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
14.4	Pass-Through Indemnity	14.4.1	INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
		14.4.2	NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that: (a) State reserves the right to elect to participate in the action at its own expense; (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and (c) State shall in any case cooperate in the defense and any related settlement negotiations.
14.5	Systems and Controls		In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.
14.6	Redress of Infringement.	14.6.1	REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either: (a) replace any infringing items with non-infringing ones; (b) obtain for State the right to continue using the infringing items; or (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

(b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

(c) it will provide a new or clean install of any COTS software that State has reason to believes contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

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. § 18-131 and § 18-132 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.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

14.12 Additional Security Standards

Security of the State's WAN and LANs are of utmost importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with:

All requirements, in their entirety, as described in the statewide enterprise architecture, and statewide Information Technology security policies, standards and procedures:

https://aset.az.gov/resources/policies-standards-and-procedures.

In some instances, Contractor personnel will only be allowed inside of a State facility if accompanied by a State escort. This is applicable in the Correctional facilities, Public Safety facilities, State Lottery, or other facilities as designated by the State.

SECURITY FRAMEWORK

The State of Arizona and its contractors are mandated to develop and implement a Cyber Security Framework (CSF) in accordance with National Institute of Standards and Technology (NIST) guidance. To ensure State and contractors meet these mandates, all contractors responding to State solicitations will be evaluated based on NIST Special Publication (SP) 800-53 Rev. 4 Security and Privacy Controls. Contractor understands and agrees no other forms of Security Frameworks, Trust Documents, Self Attestations, to include; ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance are recognized nor accepted by State.

NIST SP 800-53 Rev. 4 guidelines can be located at: https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final

Contractor shall comply with all applicable security requirements including but not limited to:

- Arizona Risk and Authorization Management Program (AZRamp):

O Submit with your solicitation package a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/sites/default/files/Arizona%20Baseline%20Security%20Controls%20Pre-Requisite%20.xls, and mitigate gaps or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation to include System Security Plan (SSP), policies and procedures supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

O All respondents will complete and submit with your solicitation package an unedited and signed State of Arizona Non Disclosure Agreement (NDA).

O All respondents will complete and submit with your solicitation package an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Amendment (BAA), if required by RFP.

O All awards are contingent on the successful completion of the AZRamp 125 Low Impact (public information) Control Baseline or the AZRamp 325 Moderate (Classified, PII, or PHI) Impact Control Baseline spreadsheet titled "Arizona Baseline Infrastructure Security Controls 2017 (Excel)" to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low and Moderate Impact controls spreadsheet can be located here: https://aset.az.gov/sites/default/files/Arizona%20Baseline%20Security%20Controls%202017_v2.xls

- State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws

discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.

- Contractor must submit copy of system logs from Contractor's environment to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

- Contractor must employ a Federal Risk and Authorization Management Program **(FedRAMP)** Authorized government-rated cloud compartment to better protect sensitive or regulated State data when storing, processing, and/or transmitting State data. FedRAMP Authorized SaaS, PaaS or IaaS platforms can be located at: https://marketplace.fedramp.gov/#/products?sort=productName

Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to;

- Federal Information Security Management Act of 2002 (FISMA)
- Federal Information Security Modernization Act of 2014 (FISMA)
- OMB Circular A-130
- Health Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH)
- Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075)
- A.R.S. 18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency
- A.R.S. 18-105 - Statewide information security and privacy office (SISPO)
- A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions
- Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats
- State of Arizona statewide policies, standards and practices
- SIPC Memorandum of Understanding (MOU)
- State Environmental policies
- Family Education Rights Privacy Act (FERPA)
- Driver's Privacy Protection Act (DPPA)
- Incident Response Reporting program and system
- Privacy Incident Reporting policy and standards
- AZNET/SISPO escalation MOU and notification workflow/templates
- State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules http://www.lib.az.us/records/documents/pdf/State%20-%20management.pdf
- Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements – See: https://www.pcisecuritystandards.org/security_standards/documents.php?document=pci_dss_v2-0#pci_dss_v2-0

End of Section 2-C

SECTION 2-D:

Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"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**	"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**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"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**	"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**	"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**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor 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." Services includes Building Work and the service aspects of software described in paragraph 1.8.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"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.

2.0 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 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.

3.0 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 noncompliance 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.

3.11 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.

4.0 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

5.0 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.

6.0 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.

7.0 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 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.

8.0 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.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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.

10.0 Contract Claims

10.1 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.

11.0 Arbitration

11.1 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).

12.0 Comments Welcome

12.1 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.

End of Section 2-D

End of Part 2

ARF-6225 **Regular Agenda Item** **2. J.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted By:	Marian Sheppard, Clerk of the Board		
Department:	Clerk of the Board of Supervisors		
Fiscal Year:	2020-2021	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2020-June 30, 2021	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Revised Exhibit A to Resolution No. 20-08-01 providing for the collection of taxes for all jurisdictions for Fiscal Year (FY) 2021.

Background Information

The annual adoption of Gila County's budget and setting the County's primary and secondary property tax rates by the Board of Supervisors is a requirement of the Arizona Revised Statutes.

On August 17, 2020, the Board of Supervisors set primary and secondary property tax rates for 2020 for all taxing jurisdictions within Gila County and conveyed tax rates for all jurisdictions to the County Treasurer; and adopted Resolution No. 20-08-01 providing for the collection of taxes for all jurisdictions by the County Treasurer for FY 2021.

After the Board meeting, the Finance Director discovered that there was an error in the calculation of the tax levy for School Equalization. The Gila County tax levies and rates are attached to Resolution No. 20-08-01 as Exhibits A and B. The error is in Exhibit A.

Evaluation

The Board of Supervisors is required by statute to fix, levy and assess the amount to be raised from primary property taxation and secondary property taxation; therefore, the Board must approve any corrections to the tax levy and rate.

The levy amount initially approved for School Equalization was

$2,508,480 and it should be $2,431,566. The rax rate initially approved was 0.4566 and it should be 0.4426.

Conclusion

To Board of Supervisors needs to approve revised Exhibit A to Resolution No. 20-08-01 which contains the correct calculations for School Equalization. After Board approval, the correct Exhibit A will then be transmitted to the County Treasurer.

Recommendation

Staff recommends that the Board of Supervisors approve revised Exhibit A to Resolution No. 20-08-01.

Suggested Motion

Information/Discussion/Action to approve revised Exhibit A to Resolution No. 20-08-01 which contains the correct tax levy and rate for School Equalization. **(Mary Springer)**

Attachments

Exhibits A and B to Resolution No. 20-08-01

Resolution No. 20-08-01-Signed

GILA COUNTY, ARIZONA
Net Assessed Valuations
Tax Levies and Tax Rates (EXHIBIT A) REVISED
Tax Year 2020 (Fiscal Year 2020-21)

Tax Authority		Primary - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate
STATE OF ARIZONA					
02002	School Equalization	LPV (Primary)	$ 549,382,397	$ 2,431,566	0.4426
GILA COUNTY					
02000	Gila County General Purpose	LPV (Primary)	$ 549,382,397	$ 23,019,122	4.1900
52000	Gila County	LPV (Secondary)	$ 549,382,397	$ -	-
COUNTY-WIDE DISTRICTS					
08150	Gila Community College	LPV (Primary)	$ 549,382,397	$ 5,267,478	0.9588
11900	Fire District Assistance Tax	LPV (Secondary)	$ 549,382,397	$ 549,382	0.1000
14900	Gila County Library District	LPV (Secondary)	$ 549,382,397	$ 1,332,252	0.2425
FIRE DISTRICTS					
11202	Tri-City/Central Heights	LPV (Secondary)	$ 26,985,080	$ 782,567	2.9000
11204	East Verde Park	LPV (Secondary)	$ 2,158,184	$ 70,141	3.2500
11205	Pine/Strawberry	LPV (Secondary)	$ 69,383,298	$ 2,428,415	3.5000
11207	Whispering Pines	LPV (Secondary)			
11208	Houston Mesa	LPV (Secondary)	$ 4,365,094	$ 141,866	3.2500
11212	Christopher Kohl's	LPV (Secondary)	$ 20,785,543	$ 633,959	3.0500
11213	Tonto Basin	LPV (Secondary)	$ 16,881,598	$ 548,652	3.2500
11214	Gisela Valley	LPV (Secondary)	$ 1,610,376	$ 40,000	2.4839
11215	Round Valley/Oxbow Estates	LPV (Secondary)	$ 5,848,473	$ 137,439	2.3500
11216	Pleasant Valley	LPV (Secondary)	$ 7,998,623	$ 131,177	1.6400
11217	Beaver Valley	LPV (Secondary)			
11218	Hellsgate	LPV (Secondary)	$ 26,192,883	$ 851,269	3.2500
11219	Water Wheel Fire and Medical	LPV (Secondary)	$ 13,613,894	$ 442,452	3.2500
SANITARY DISTRICTS					
21251	Northern Gila County	LPV (Secondary)	$ 194,529,047	$ 1,945,290	1.0000
21255	Tri-City Regional	LPV (Secondary)	$ 15,048,644	$ 186,000	1.2360
STREET LIGHTING DISTRICTS					
13252	Pine SLID	LPV (Secondary)	$ 1,437,563	$ 2,004	0.1394
13253	Miami Gardens SLID	LPV (Secondary)	$ 308,236	$ 3,166	1.0272
13254	Apache Hills SLID	LPV (Secondary)	$ 140,926	$ 3,750	2.6612
13255	East Verde Park SLID	LPV (Secondary)	$ 2,158,184	$ 4,731	0.2192
13257	Upper Glendale SLID	LPV (Secondary)	$ 96,366	$ 1,574	1.6336
13258	Claypool Lower Miami SLID	LPV (Secondary)	$ 3,624,402	$ 18,361	0.5066
13259	Central Heights Country Club Midland City SLID	LPV (Secondary)	$ 3,715,650	$ 15,613	0.4202
WATER DISTRICTS					
16040	Pine Strawberry DWID	LPV (Secondary)	$ 60,412,853	$ 844,632	1.3981
16090	Pine Creek Canyon DWID	LPV (Secondary)	$ 3,584,912	$ 95,000	2.6500
16120	Whispering Pines DWID	LPV (Secondary)	$ 3,317,762	$ 6,357	0.1916
16001	Rim Trail DWID	LPV (Secondary)	$ 2,210,295	$ -	-
16060	Strawberry Hollow Wastewater		$ 1,162,973	$ -	-
16050	Tonto Village DWID	LPV (Secondary)	$ 1,940,529	$ 31,999	1.6490
CITIES AND TOWNS					
04151	City of Globe	LPV (Primary)	$ 40,861,880	$ 522,909	1.2797
04152	Town of Hayden	LPV (Primary)	$ 22,855,742	$ 1,942,738	8.5000
04153	Town of Miami	LPV (Primary)	$ 4,080,235	$ 190,000	4.6566
04154	Town of Winkelman	LPV (Primary)	$ 704,359	$ 47,544	6.7500
04155	Town of Payson	LPV (Primary)	$ 202,319,188	$ 696,383	0.3442
04156	Town of Star Valley	LPV (Primary)	$ 18,443,835		

GILA COUNTY, ARIZONA
Net Assessed Valuations
Tax Levies and Tax Rates (EXHIBIT B)
Tax Year 2020 (Fiscal Year 2020-21)

Tax Authority		Primary - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
SCHOOL DISTRICTS						
05005	Young SD #5	Primary	18,829,901	$ 1,228,011	6.5216	
05005	Young SD #5 A.R.S. 15-992(B)	Primary	18,829,901	$ -	-	6.5216
55005	Young SD #5	Secondary	18,829,901	$ -	-	-
05012	Pine-Strawberry SD #12	Primary	69,826,707	$ 2,938,238	4.2079	
05012	Pine-Strawberry SD #12 A.R.S. 15-992(B)	Primary	69,826,707	$ 307,028	0.4397	4.6476
55012	Pine-Strawberry SD #12	Secondary	69,826,707	$ -	-	-
05033	Tonto Basin SD #33	Primary	14,752,190	$ 1,006,630	6.8236	6.8236
55033	Tonto Basin SD #33	Secondary	14,752,190	$ -	-	-
07001	Globe SD #1	Primary	51,670,270	$ 2,307,543	4.4659	4.4659
57001	Globe SD #1	Secondary	51,670,270	$ -	-	-
07010	Payson SD #10	Primary	284,756,241	$ 10,696,868	3.7565	3.7565
57010	Payson SD #10	Secondary	284,756,241	$ 4,698,478	1.6500	1.6500
07020	San Carlos SD #20	Primary	2,298,808	$ -	-	-
57020	San Carlos SD #20	Secondary	2,298,808	$ -	-	-
07040	Miami SD #40	Primary	74,258,490	$ 3,029,969	4.0803	4.0803
57040	Miami SD #40	Secondary	74,258,490	$ 595,108	0.8014	0.8014
07041	Hayden-Winkelman SD #41	Primary	32,629,448	$ 3,878,826	11.8875	11.8875
57041	Hayden-Winkelman SD #41	Secondary	32,629,448	$ -	-	-
30003	CVIT	Secondary	161,217,358	$ 80,609	0.0500	0.0500
30001	NAVIT	Secondary	284,756,241	$ 142,378	0.0500	0.0500

GILA COUNTY, ARIZONA
Net Assessed Valuations
Tax Levies and Tax Rates
Tax Year 2020 (Fiscal Year 2020-21)

	Tax Authority	Purpose	Primary - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
		SCHOOL DISTRICTS					
05005	Young SD #5	Lesser of QTR or DSL/EBTR	Primary	18,829,901	$ 358,804	1.9055	
05005	Young SD #5	A.R.S. 15-992(F)(1)	Primary	18,829,901	$ 119,269	0.6334	
05005	Young SD #5	A.R.S. 15-992(F)(2-9)	Primary	18,829,901	$ 749,938	3.9827	
05005	Young SD #5	Reduction to Maximum Allowable per ARS 42.17151	Primary	18,829,901	$ -	-	6.5216
05005	Young SD #5	A.R.S. 15-992(B)	Primary	18,829,901	$ -	-	
55005	Young SD #5	Override	Secondary	18,829,901	$ -	-	-
05012	Pine SD #12	Lesser of QTR or DSL/EBTR	Primary	69,826,707	$ 975,758	1.3974	
05012	Pine SD #12	A.R.S. 15-992(F)(1)	Primary	69,826,707	$ 25,068	0.0359	
05012	Pine SD #12	A.R.S. 15-992(F)(2-9)	Primary	69,826,707	$ 1,937,412	2.7746	
05012	Pine-Strawberry SD #12	A.R.S. 15-992(B)	Primary	69,826,707	$ 307,028	0.4397	4.6476
55012	Pine SD #12	Override	Secondary	-	$ -	-	-
05033	Tonto Basin SD #33	Lesser of QTR or DSL/EBTR	Primary	14,752,190	$ 493,830	3.3475	
05033	Tonto Basin SD #33	A.R.S. 15-992(F)(1)	Primary	14,752,190	$ 19,945	0.1352	
05033	Tonto Basin SD #33	A.R.S. 15-992(F)(2-9)	Primary	14,752,190	$ 545,079	3.6949	
05033	Tonto Basin SD #33	Reduction to Maximum Allowable per ARS 42.17151	Primary	14,752,190	$ (52,223)	(0.3540)	6.8236
55033	Tonto Basin SD #33	Override	Secondary	14,752,190	$ -	-	
07001	Globe SD #1	Lesser of QTR or DSL/EBTR	Primary	51,670,270	$ 1,898,469	3.6742	4.4659
07001	Globe SD #1	A.R.S. 15-992(F)(1)	Primary	51,670,270	$ 409,074	0.7917	
07001	Globe SD #1	A.R.S. 15-992(F)(2-9)	Primary	51,670,270	$ -	-	
57001	Globe SD #1	Debt Service	Secondary	51,670,270	$ -	-	-
07010	Payson SD #10	Lesser of QTR or DSL/EBTR	Primary	284,756,241	$ 10,455,395	3.6717	
07010	Payson SD #10	A.R.S. 15-992(F)(1)	Primary	284,756,241	$ 241,473	0.0848	
07010	Payson SD #10	A.R.S. 15-992(F)(2-9)	Primary	284,756,241	$ -	-	3.7565
57010	Payson SD #10	Override	Secondary	284,756,241	$ 1,465,925	0.5148	
67010	Payson SD #10	Class A Bonds	Secondary	284,756,241	$ 3,232,553	1.1352	1.6500
07020	San Carlos SD #20	Lesser of QTR or DSL/EBTR	Primary	2,659,150	$ -	-	
07020	San Carlos SD #20	A.R.S. 15-992(F)(1)	Primary	2,659,150	$ -	-	
07020	San Carlos SD #20	A.R.S. 15-992(F)(2-9)	Primary	2,659,150	$ -	-	-
57020	San Carlos SD #20	Debt Service	Secondary	2,659,150	$ -	-	
57020	San Carlos SD #20	Override	Secondary	2,659,150	$ -	-	-
07040	Miami SD #40	Lesser of QTR or DSL/EBTR	Primary	74,258,490	$ 2,728,405	3.6742	
07040	Miami SD #40	A.R.S. 15-992(F)(1)	Primary	74,258,490	$ 257,900	0.3473	
07040	Miami SD #40	A.R.S. 15-992(F)(2-9)	Primary	74,258,490	$ 43,664	0.0588	4.0803
57040	Miami SD #40	Override	Secondary	74,258,490	$ 595,108	0.8014	0.8014
07041	Hayden-Winkelman SD #41	Lesser of QTR or DSL/EBTR	Primary	32,629,448	$ 1,198,871	3.6742	
07041	Hayden-Winkelman SD #41	A.R.S. 15-992(F)(1)	Primary	32,629,448	$ 381,928	1.1705	
07041	Hayden-Winkelman SD #41	A.R.S. 15-992(F)(2-9)	Primary	32,629,448	$ 2,298,027	7.0428	11.8875
57041	Hayden-Winkelman SD #41	Debt Service	Secondary	32,629,448	$ -	-	
57041	Hayden-Winkelman SD #41	Repay State	Secondary	32,629,448	$ -	-	-
30003	CVIT	Joint Technology District Arrangement	Secondary	161,217,358	$ 80,609	0.0500	0.0500
30001	NAVIT	Joint Technology District Arrangement	Secondary	284,756,241	$ 142,378	0.0500	0.0500

RESOLUTION NO. 20-08-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROVIDING FOR THE COLLECTION OF TAXES FOR ALL JURISDICTIONS BY THE COUNTY TREASURER FOR FISCAL YEAR 2021.

WHEREAS, the Gila County Board of Supervisors has received notification of tax rates set by all jurisdictions within Gila County, and has compiled said tax rate information by jurisdiction in Exhibits A and B, attached hereto and incorporated by reference herein;

NOW, THEREFORE, BE IT RESOLVED that, in accordance with A.R.S. §42-18003, the Board of Supervisors adopts this Resolution calling for the collection of taxes for the jurisdictions listed in Exhibits A and B by the County Treasurer as provided by law from the persons named in the tax roll and directs that a copy of this Resolution be conveyed to the County Treasurer.

PASSED AND ADOPTED this 17th day of August 2020, by the Board of Supervisors, at Globe, Gila County, Arizona.

Attest:

Marian Sheppard, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

Woody Cline, Chairman

Approved as to form:

Jefferson R Dalton for Charles Sheir

The Gila County Attorney's Office

GILA COUNTY, ARIZONA
Net Assessed Valuations
Tax Levies and Tax Rates (EXHIBIT A)
Tax Year 2020 (Fiscal Year 2020-21)

Tax Authority		Primary - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate
		STATE OF ARIZONA			
02002	School Equalization	LPV (Primary)	$ 549,382,397	$ 2,508,480	0.4566
		GILA COUNTY			
02000	Gila County General Purpose	LPV (Primary)	$ 549,382,397	$ 23,019,122	4.1900
52000	Gila County	LPV (Secondary)	$ 549,382,397	$ -	-
		COUNTY-WIDE DISTRICTS			
08150	Gila Community College	LPV (Primary)	$ 549,382,397	$ 5,267,478	0.9588
11900	Fire District Assistance Tax	LPV (Secondary)	$ 549,382,397	$ 549,382	0.1000
14900	Gila County Library District	LPV (Secondary)	$ 549,382,397	$ 1,332,252	0.2425
		FIRE DISTRICTS			
11202	Tri-City/Central Heights	LPV (Secondary)	$ 26,985,080	$ 782,567	2.9000
11204	East Verde Park	LPV (Secondary)	$ 2,158,184	$ 70,141	3.2500
11205	Pine/Strawberry	LPV (Secondary)	$ 69,383,298	$ 2,428,415	3.5000
11207	Whispering Pines	LPV (Secondary)			
11208	Houston Mesa	LPV (Secondary)	$ 4,365,094	$ 141,866	3.2500
11212	Christopher Kohl's	LPV (Secondary)	$ 20,785,543	$ 633,959	3.0500
11213	Tonto Basin	LPV (Secondary)	$ 16,881,598	$ 548,652	3.2500
11214	Gisela Valley	LPV (Secondary)	$ 1,610,376	$ 40,000	2.4839
11215	Round Valley/Oxbow Estates	LPV (Secondary)	$ 5,848,473	$ 137,439	2.3500
11216	Pleasant Valley	LPV (Secondary)	$ 7,998,623	$ 131,177	1.6400
11217	Beaver Valley	LPV (Secondary)			
11218	Hellsgate	LPV (Secondary)	$ 26,192,883	$ 851,269	3.2500
11219	Water Wheel Fire and Medical	LPV (Secondary)	$ 13,613,894	$ 442,452	3.2500
		SANITARY DISTRICTS			
21251	Northern Gila County	LPV (Secondary)	$ 194,529,047	$ 1,945,290	1.0000
21255	Tri-City Regional	LPV (Secondary)	$ 15,048,644	$ 186,000	1.2360
		STREET LIGHTING DISTRICTS			
13252	Pine SLID	LPV (Secondary)	$ 1,437,563	$ 2,004	0.1394
13253	Miami Gardens SLID	LPV (Secondary)	$ 308,236	$ 3,166	1.0272
13254	Apache Hills SLID	LPV (Secondary)	$ 140,926	$ 3,750	2.6612
13255	East Verde Park SLID	LPV (Secondary)	$ 2,158,184	$ 4,731	0.2192
13257	Upper Glendale SLID	LPV (Secondary)	$ 96,366	$ 1,574	1.6336
13258	Claypool Lower Miami SLID	LPV (Secondary)	$ 3,624,402	$ 18,361	0.5066
13259	Central Heights Country Club Midland City SLID	LPV (Secondary)	$ 3,715,650	$ 15,613	0.4202
		WATER DISTRICTS			
16040	Pine Strawberry DWID	LPV (Secondary)	$ 60,412,853	$ 844,632	1.3981
16090	Pine Creek Canyon DWID	LPV (Secondary)	$ 3,584,912	$ 95,000	2.6500
16120	Whispering Pines DWID	LPV (Secondary)	$ 3,317,762	$ 6,357	0.1916
16001	Rim Trail DWID	LPV (Secondary)	$ 2,210,295	$ -	-
16060	Strawberry Hollow Wastewater		$ 1,162,973	$ -	-
16050	Tonto Village DWID	LPV (Secondary)	$ 1,940,529	$ 31,999	1.6490
		CITIES AND TOWNS			
04151	City of Globe	LPV (Primary)	$ 40,861,880	$ 522,909	1.2797
04152	Town of Hayden	LPV (Primary)	$ 22,855,742	$ 1,942,738	8.5000
04153	Town of Miami	LPV (Primary)	$ 4,080,235	$ 190,000	4.6566
04154	Town of Winkelman	LPV (Primary)	$ 704,359	$ 47,544	6.7500
04155	Town of Payson	LPV (Primary)	$ 202,319,188	$ 696,383	0.3442
04156	Town of Star Valley	LPV (Primary)	$ 18,443,835		

Exhibit B - Schools

GILA COUNTY, ARIZONA
Net Assessed Valuations
Tax Levies and Tax Rates (EXHIBIT B)
Tax Year 2020 (Fiscal Year 2020-21)

Tax Authority		Primary - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
SCHOOL DISTRICTS						
05005	Young SD #5	Primary	18,829,901	$ 1,228,011	6.5216	
05005	Young SD #5 A.R.S. 15-992(B)	Primary	18,829,901	$ -	-	6.5216
55005	Young SD #5	Secondary	18,829,901	$ -	-	-
05012	Pine-Strawberry SD #12	Primary	69,826,707	$ 2,938,238	4.2079	
05012	Pine-Strawberry SD #12 A.R.S. 15-992(B)	Primary	69,826,707	$ 307,028	0.4397	4.6476
55012	Pine-Strawberry SD #12	Secondary	69,826,707	$ -	-	-
05033	Tonto Basin SD #33	Primary	14,752,190	$ 1,006,630	6.8236	6.8236
55033	Tonto Basin SD #33	Secondary	14,752,190	$ -	-	-
07001	Globe SD #1	Primary	51,670,270	$ 2,307,543	4.4659	4.4659
57001	Globe SD #1	Secondary	51,670,270	$ -	-	-
07010	Payson SD #10	Primary	284,756,241	$ 10,696,868	3.7565	3.7565
57010	Payson SD #10	Secondary	284,756,241	$ 4,698,478	1.6500	1.6500
07020	San Carlos SD #20	Primary	2,298,808	$ -	-	-
57020	San Carlos SD #20	Secondary	2,298,808	$ -	-	-
07040	Miami SD #40	Primary	74,258,490	$ 3,029,969	4.0803	4.0803
57040	Miami SD #40	Secondary	74,258,490	$ 595,108	0.8014	0.8014
07041	Hayden-Winkelman SD #41	Primary	32,629,448	$ 3,878,826	11.8875	11.8875
57041	Hayden-Winkelman SD #41	Secondary	32,629,448	$ -	-	-
30003	CVIT	Secondary	161,217,358	$ 80,609	0.0500	0.0500
30001	NAVIT	Secondary	284,756,241	$ 142,378	0.0500	0.0500

GILA COUNTY, ARIZONA
Net Assessed Valuations
Tax Levies and Tax Rates
Tax Year 2020 (Fiscal Year 2020-21)

	Tax Authority	Purpose	Primary - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
	SCHOOL DISTRICTS						
05005	Young SD #5	Lesser of QTR or DSL/EBTR	Primary	18,829,901	$ 358,804	1.9055	
05005	Young SD #5	A.R.S. 15-992(F)(1)	Primary	18,829,901	$ 119,269	0.6334	
05005	Young SD #5	A.R.S. 15-992(F)(2-9)	Primary	18,829,901	$ 749,938	3.9827	
05005	Young SD #5	Reduction to Maximum Allowable per ARS 42.17151	Primary	18,829,901	$ -	-	6.5216
05005	Young SD #5	A.R.S. 15-992(B)	Primary	18,829,901	$ -	-	
55005	Young SD #5	Override	Secondary	18,829,901	$ -	-	-
05012	Pine SD #12	Lesser of QTR or DSL/EBTR	Primary	69,826,707	$ 975,758	1.3974	
05012	Pine SD #12	A.R.S. 15-992(F)(1)	Primary	69,826,707	$ 25,068	0.0359	
05012	Pine SD #12	A.R.S. 15-992(F)(2-9)	Primary	69,826,707	$ 1,937,412	2.7746	
05012	Pine-Strawberry SD #12	A.R.S. 15-992(B)	Primary	69,826,707	$ 307,028	0.4397	4.6476
55012	Pine SD #12	Override	Secondary	-	$ -	-	-
05033	Tonto Basin SD #33	Lesser of QTR or DSL/EBTR	Primary	14,752,190	$ 493,830	3.3475	
05033	Tonto Basin SD #33	A.R.S. 15-992(F)(1)	Primary	14,752,190	$ 19,945	0.1352	
05033	Tonto Basin SD #33	A.R.S. 15-992(F)(2-9)	Primary	14,752,190	$ 545,079	3.6949	
05033	Tonto Basin SD #33	Reduction to Maximum Allowable per ARS 42.17151	Primary	14,752,190	$ (52,223)	(0.3540)	6.8236
55033	Tonto Basin SD #33	Override	Secondary	14,752,190	$ -	-	
07001	Globe SD #1	Lesser of QTR or DSL/EBTR	Primary	51,670,270	$ 1,898,469	3.6742	4.4659
07001	Globe SD #1	A.R.S. 15-992(F)(1)	Primary	51,670,270	$ 409,074	0.7917	
07001	Globe SD #1	A.R.S. 15-992(F)(2-9)	Primary	51,670,270	$ -	-	
57001	Globe SD #1	Debt Service	Secondary	51,670,270	$ -	-	-
07010	Payson SD #10	Lesser of QTR or DSL/EBTR	Primary	284,756,241	$ 10,455,395	3.6717	
07010	Payson SD #10	A.R.S. 15-992(F)(1)	Primary	284,756,241	$ 241,473	0.0848	
07010	Payson SD #10	A.R.S. 15-992(F)(2-9)	Primary	284,756,241	$ -	-	3.7565
57010	Payson SD #10	Override	Secondary	284,756,241	$ 1,465,925	0.5148	
67010	Payson SD #10	Class A Bonds	Secondary	284,756,241	$ 3,232,553	1.1352	1.6500
07020	San Carlos SD #20	Lesser of QTR or DSL/EBTR	Primary	2,659,150	$ -	-	
07020	San Carlos SD #20	A.R.S. 15-992(F)(1)	Primary	2,659,150	$ -	-	
07020	San Carlos SD #20	A.R.S. 15-992(F)(2-9)	Primary	2,659,150	$ -	-	-
57020	San Carlos SD #20	Debt Service	Secondary	2,659,150	$ -	-	
57020	San Carlos SD #20	Override	Secondary	2,659,150	$ -	-	-
07040	Miami SD #40	Lesser of QTR or DSL/EBTR	Primary	74,258,490	$ 2,728,405	3.6742	
07040	Miami SD #40	A.R.S. 15-992(F)(1)	Primary	74,258,490	$ 257,900	0.3473	
07040	Miami SD #40	A.R.S. 15-992(F)(2-9)	Primary	74,258,490	$ 43,664	0.0588	4.0803
57040	Miami SD #40	Override	Secondary	74,258,490	$ 595,108	0.8014	0.8014
07041	Hayden-Winkelman SD #41	Lesser of QTR or DSL/EBTR	Primary	32,629,448	$ 1,198,871	3.6742	
07041	Hayden-Winkelman SD #41	A.R.S. 15-992(F)(1)	Primary	32,629,448	$ 381,928	1.1705	
07041	Hayden-Winkelman SD #41	A.R.S. 15-992(F)(2-9)	Primary	32,629,448	$ 2,298,027	7.0428	11.8875
57041	Hayden-Winkelman SD #41	Debt Service	Secondary	32,629,448	$ -	-	
57041	Hayden-Winkelman SD #41	Repay State	Secondary	32,629,448	$ -	-	-
30003	CVIT	Joint Technology District Arrangement	Secondary	161,217,358	$ 80,609	0.0500	0.0500
30001	NAVIT	Joint Technology District Arrangement	Secondary	284,756,241	$ 142,378	0.0500	0.0500

ARF-6204 **Regular Agenda Item 2. K.**

Regular BOS Meeting

Meeting Date: 09/01/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed bid for the purchase of Assessor's parcel numbers 206-12-016, 206-12-017, and 206-12-018.

Background Information

On June 29, 2018, the Gila County Treasurer deeded parcel numbers 206-12-016, 206-12-017, and 206-12-018 to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. These parcels did not sell at the Board of Supervisors' auction on December 4, 2018; therefore, they were added to a list of properties that were for sale year-round.

The lien amounts for the parcels are as follows: 206-12-016 $797.22; 206-12-017 $445.78; and 206-12-018 $445.75 for a total of $1,688.75.

Evaluation

These three parcels are used as the yard for parcel number 206-12-014 that is owned by Mike Lopez and it is where he resides at 262 S. Latham Boulevard, Miami, Arizona. Mr. Lopez has submitted a sealed bid on the parcels. He once owned all three of these parcels. If the Board of Supervisors accepts his bid to purchase the parcels, it is Mr. Lopez's intent to request that the Assessor combine the parcels. This will be a win-win situation for Mr. Lopez and the County. He will receive one tax assessment and one tax bill per year and it will save the Assessor and Treasurer time reducing the number of documents issued by each office.

Gila County Resolution No. 15-05-05 states, " WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price."

Conclusion

It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount; whereby, if these properties are sold, they will go back on the County's tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of the aforementioned parcels.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel numbers 206-12-016, 206-12-017, and 206-12-108 and, if accepted, authorize the Chairman's signature on the Quit Claim Deeds. **(Marian Sheppard)**

Attachments

Parcel No. 206-12-016

Parcel No. 206-12-017

Parcel No. 206-12-018

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2018-007498 TD Page: 1 of 1
07/16/2018 03:28:35 PM Receipt #: 18-5515
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az; Sadie Jo Bingham, Recorder

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **15 / 22** day of **JUNE , 2018** notice according to law was published in the **Payson Round-Up** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **29 th** day of **JUNE, 2018**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **206-12-016** ACCOUNT NUMBER: **R007910**

DESCRIBED AS :

THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY;

LOT 3018 of BLOCK 300 of BUENA VISTA TERRACE OF THE TOWN OF MIAMI, according to Map No. 44, records of Gila County, Arizona.

IN WITNESS WHEREOF, I, **Debi Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **29 th** day of **JUNE, 2018** .

Debi Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **16 th** day of **JULY, 2018** by **Debi Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

DAWNIE LYON
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
April 30, 2020

Dawnie Lyon
Notary Public
My Commission Expires: 4-30-2020

Lien amount $747.22
Clerk's fee 50.00
$797.22

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-014

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-016

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-017

Debora Savage
Treasurer of
Gila County, Arizona

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-016

Miami, az

262 S. Latham Blvd

262 Latham Blvd
Miami AZ

262 Latham Blvd
Miami, AZ

Tasks

Search results

Parcel
206-12-016

Miami

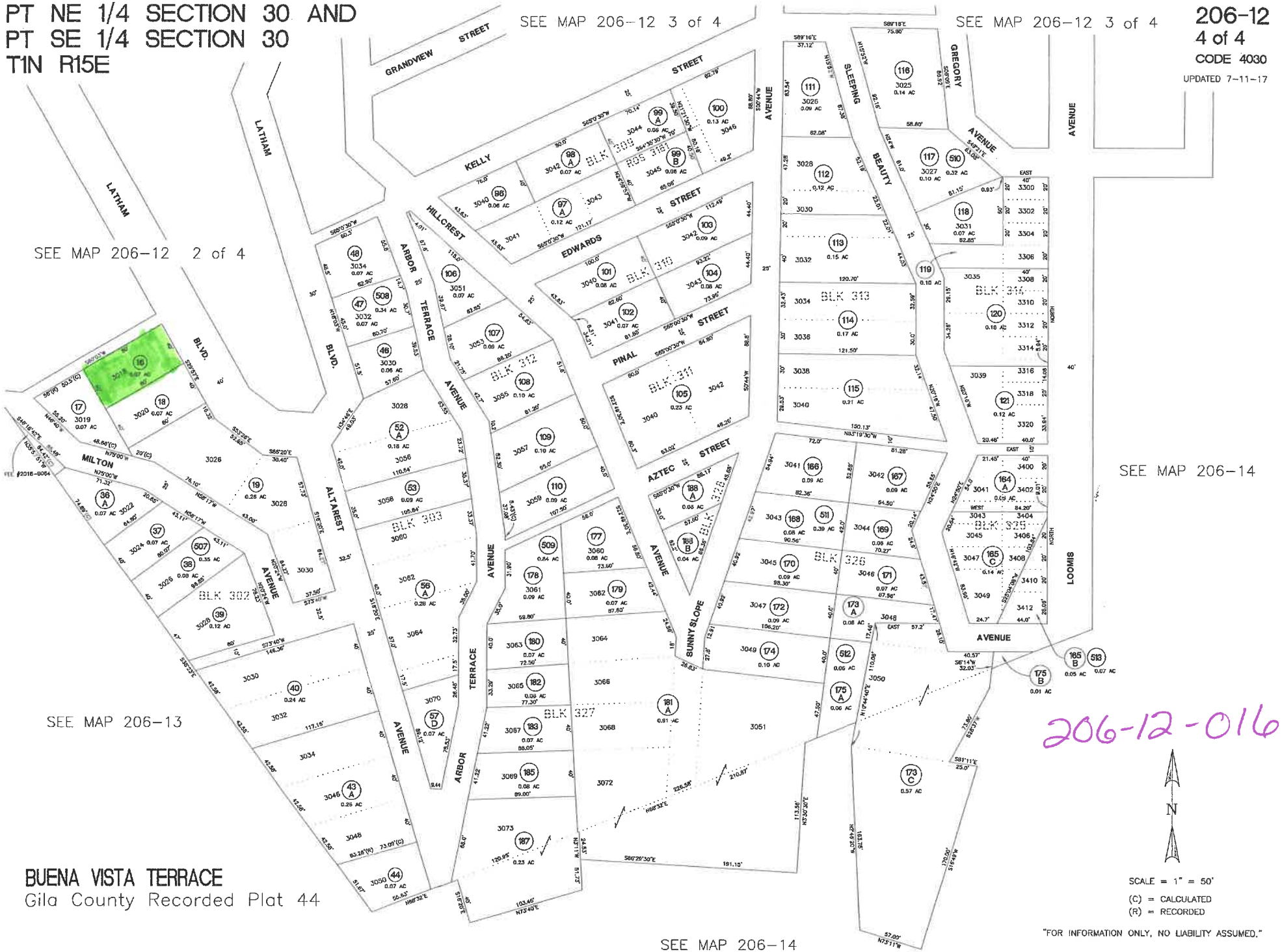
only the yard to the house

X: 486862.017406, Y: 873547.392886 (IFOOT)

1 Parcels selected

PT NE 1/4 SECTION 30 AND
PT SE 1/4 SECTION 30
T1N R15E

206-12
4 of 4
CODE 4030
UPDATED 7-11-17



BUENA VISTA TERRACE
Gila County Recorded Plat 44

GILA COUNTY ASSESSOR

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2018-007499 TD Page: 1 of 1
07/16/2018 03:28:35 PM Receipt #: 18-5515
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **15 / 22** day of **JUNE , 2018** notice according to law was published in the **Payson Round-Up** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **29 th** day of **JUNE, 2018**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **206-12-017** ACCOUNT NUMBER: **R007914**

DESCRIBED AS :

THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY;

LOT 3019 of BLOCK 300, of BUENA VISTA TERRACE OF THE TOWN OF MIAMI, according to Map No. 44, records of Gila County, Arizona.

IN WITNESS WHEREOF, I, **Debi Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **29 th** day of **JUNE, 2018** .

Debi Savage
Treasurer of Gila County

TREASURER SEAL ARIZONA

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **16 th** day of **JULY, 2018** by **Debi Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

DAWNIE LYON
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
April 30, 2020

Dawnie Lyon
Notary Public
My Commission Expires: 4-30-2020

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-014

Notice is hereby given that STATE OF ARIZONA has applied for a Treasurer's Deed to the following described real property owned by : PIASSOLI ALBERTA MARGARET K, C/O LOPEZ and situated in Gila County, Arizona -PARCEL #
206-12-014 ACCOUNT # R007907

Legal Description: Township: 300 Range: 016 BUENA VISTA TERR LOT 3016 BLK 300 (SEE) PCLS 17 18 19 SEC30 NE SE

Which on 21st day of February 2013 was sold to STATE OF ARIZONA for taxes, interest, penalties and charges amounting to $ 6,081.55 as represented in Tax Lien Certificate #13036501 If redemption according to law be not made before the 29 th th day of June, 2018

I will convey said premises unless the property is redeemed before the stated date a Treasurer's Deed will be executed and delivered to the Clerk of Board of Supervisors acting on behalf of the State.

Debora Savage
Treasurer of
Gila County

Miami, az

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-016

Debora Savage

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-018

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-017

Debora Savage
Treasurer of
Gila County, Arizona

262 S. Latham Blvd

$395.78 Has amount
50.00 Clerk's fee
$445.78

Tasks

Search results

Parcel
206-12-017

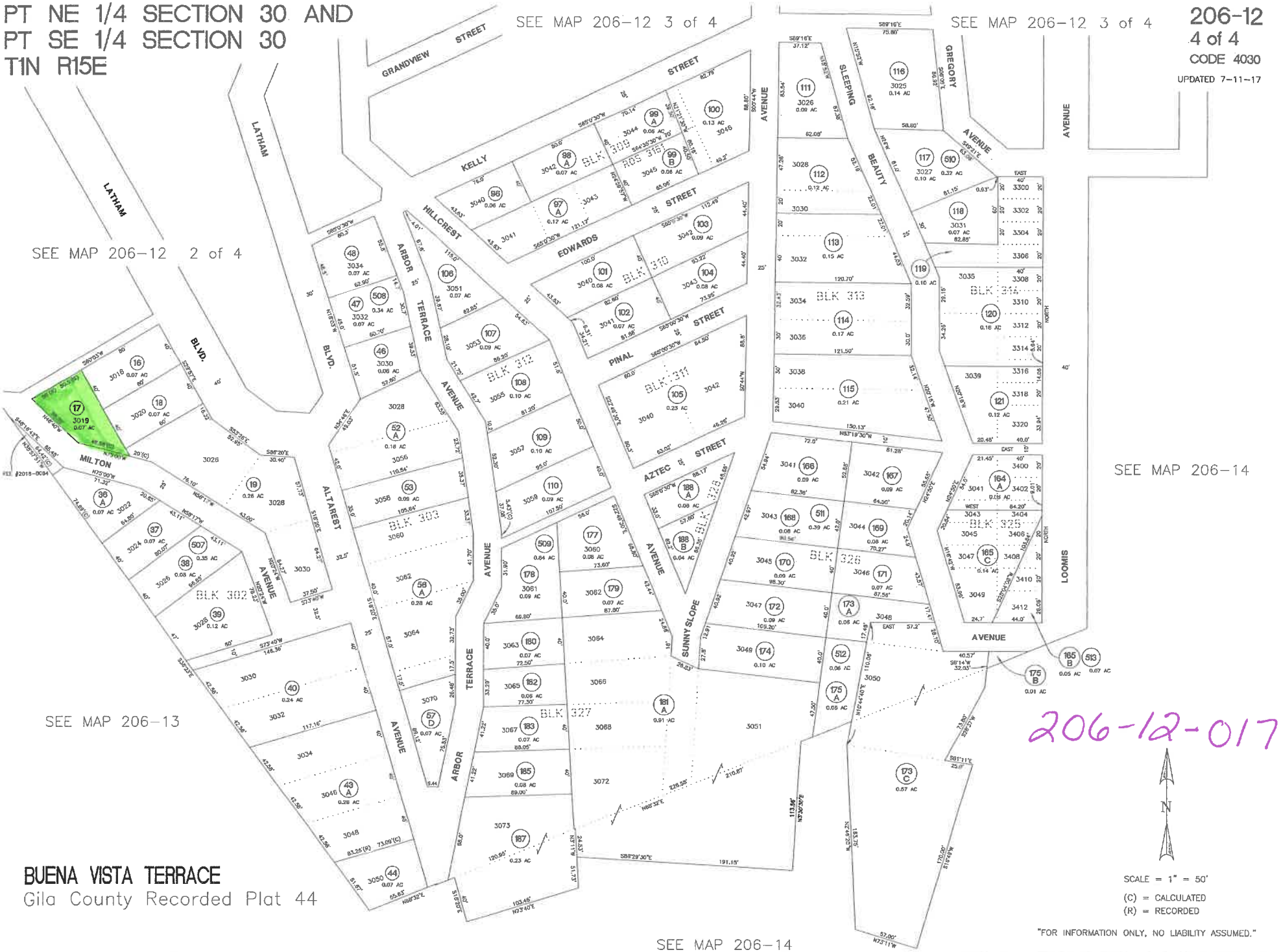
Miami

X: 486813.745873, Y: 873508.855066 (IFOOT)

1 Parcels selected

PT NE 1/4 SECTION 30 AND
PT SE 1/4 SECTION 30
T1N R15E

206-12
4 of 4
CODE 4030
UPDATED 7-11-17



BUENA VISTA TERRACE
Gila County Recorded Plat 44

GILA COUNTY ASSESSOR

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2018-007500 TD Page: 1 of 1
07/16/2018 03:28:35 PM Receipt #: 18-5515
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **15 / 22** day of **JUNE , 2018** notice according to law was published in the **Payson Round-Up** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **29 th** day of **JUNE, 2018**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **206-12-018** ACCOUNT NUMBER: **R007918**

DESCRIBED AS :

THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY;

LOT 3020 of BLOCK 300 of BUENA VISTA TERRACE OF THE TOWN OF MIAMI, according to Map No. 44, records of Gila County, Arizona.

IN WITNESS WHEREOF, I, **Debi Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **29 th** day of **JUNE, 2018** .

Debi Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

COUNTY TREASURER SEAL GILA COUNTY ARIZONA

This instrument was acknowledged before me this **16 th** day of **JULY, 2018** by **Debi Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

DAWNIE LYON
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
April 30, 2020

Dawnie Lyon
Notary Public
My Commission Expires: 4-30-2020

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-014

Notice is hereby given that STATE OF ARIZONA has applied for a Treasurer's Deed to the following described real property owned by : PIASSOLI ALBERTA MARGARET K. C/O LOPEZ, and situated in Gila County, Arizona :PARCEL #
206-12-014 ACCOUNT # R007902

Legal Description: Township: 300 Range: 016 BUENA VISTA TERR LOT 3016 BLK 300 (SEE) PCLS 17 18 19 SEC30 4E 5E

Which on 21 st day of November 2013 was sold to STATE OF ARIZONA for taxes, interest, penalties and charges amounting to $ 6,081.55 as represented in Tax Sale Certificate #12036501 If redemption according to law be not made within the 29 th day of June, 2018

I will convey said premises unless the property is redeemed before the stated date a Treasurer's Deed will be executed and delivered to the Board of Supervisors acting on behalf of the State.

Debora Savage
Treasurer of
Gila County

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-016

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-017

Debora Savage
Treasurer of
Gila County, Arizona

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-12-018

Miami, az

262 S. Latham Blvd

$395.75 Lien amount
50.00 Clerk's fee
$445.75

this hillside is
206-12-018
262 Latham Blvd
Miami AZ

Tasks

Search results

Parcel
206-12-018

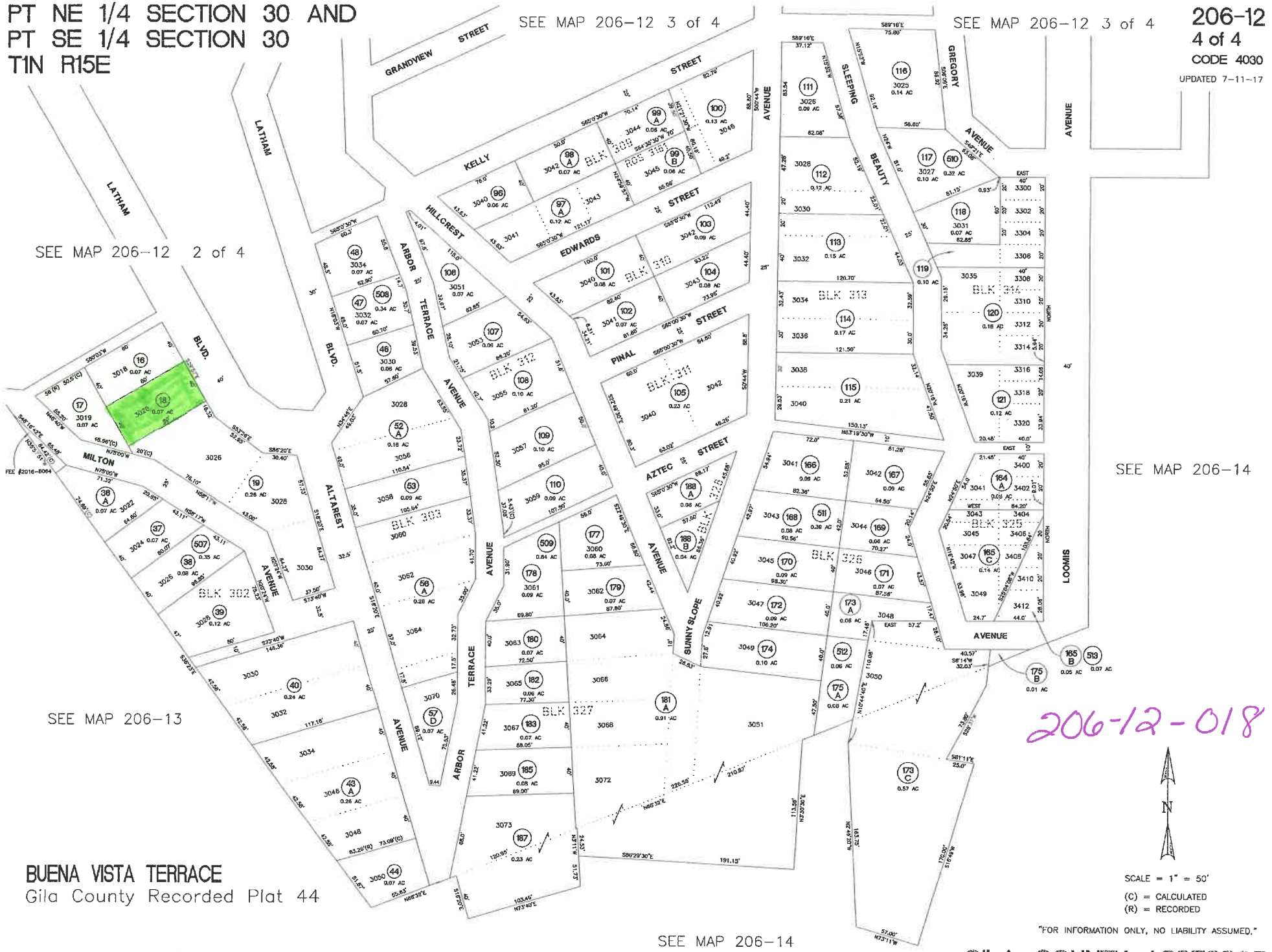
Miami

X: 486881.751986, Y: 873512.439158 (IFOOT)

1 Parcels selected

PT NE 1/4 SECTION 30 AND
PT SE 1/4 SECTION 30
T1N R15E

206-12
4 of 4
CODE 4030
UPDATED 7-11-17



BUENA VISTA TERRACE
Gila County Recorded Plat 44

GILA COUNTY ASSESSOR

ARF-6207 **Consent Agenda Item** **3. A.**

Regular BOS Meeting

Meeting Date:	09/01/2020		
Submitted For:	Homero Vela, Assistant County Manager		
Submitted By:	Mary Springer, Finance Director		
Department:	Finance		
Fiscal Year:	FY20-21	Budgeted?:	Yes
Contract Dates Begin & End:	December 2019 - July 2022	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Request ratification of Additional Service Request #2 to provide the additional structural design as a cost-saving measure.

Background Information

In January 2020, the Board approved the architectural contract #041819 to design the Globe Animal Care and Control Facility. The architect, Construction Manager at Risk (CMAR), Loven Contracting, and Gila County have been working diligently to stay within the project budget of $2,800,000. As the team reviewed the pricing to construct there were some add alternatives that the team felt were essential to have a well-functioning facility. The CMAR identified a cost-savings measure that would require additional structural engineering at a minimal cost of $1,680; however, the cost savings would be approximately $9,000 to $15,000. The savings from this design change will allow the inclusion of additional add alternatives such as an automatic watering system in the kennel area.

Evaluation

The team reviewed the additional service request and determined the change and cost-saving is appropriate and necessary for the project.

Conclusion

The additional service request will save structural steel costs and provide additional service items for the facility.

Recommendation

The team recommends ratification.

Suggested Motion

Ratification of the Board of Supervisors' approval of Additional Service Request #2 in the amount of $1,680 to the contract with The Architecture Company (executed on 1/7/2020) to provide additional structural engineering.

Attachments

Additional Service Request #2

Executed Contract

ADDITIONAL SERVICE REQUEST # 02

Date: 08/04/2020

Fax ☐ **Mail** ☐ **Delivery** ☐ **E-mail** ■
Fax No.: **Pages:**

To: Mary Springer
Gila County
1400 East Ash Street
Globe, Arizona 85501

Copy To: Homero Vela, Assist County Mngr

From: Richard Fe Tom

Project: Gila Animal Care and Control

TAC No.: 19024.02

Re: Provide Modification to the structure to allow for reduction of construction cost

The following proposal is for Additional Architectural Services outside the Original Agreement on the above project as directed by you to make the following changes:

A. Scope of Work

1. Provide revised structural and architectural drawings and specifications to reflect addition of a beam, column(s) and foundation to allow additional bearing location of the cold formed steel trusses.
2. Per Loven Contracting, if an additional bearing location is provided in the lobby, the truss cost can be reduced from $9,000 to $15,000 +/-. Loven Contracting to provide actual cost savings to Gila County.
3. Architectural services include project management and coordination of the structural change.
4. See attached drawing for proposed location of beam and column(s)

B. **Fee For Additional Services**

	TAC	Structural	Total
Architectural Project Management	$ 100		$ 100
Design, Documentation, Specs	$ 700	$ 800	$ 1,500
Consultant Mark-up 10%		$ 80	$ 80
Total Professional A/E Fee for ReDesign			$ 1,680

C. Reimbursables For Additional Services - As outlined in Original Agreement

D. Notice To Proceed

The signature below constitutes The Architecture Company's intention to provide Additional Service as stated in the terms above. Please sign in the space provided and return one signed copy to our office. We will proceed upon receipt of a signed copy.

The Architecture Company's Authorized Representative: _____

Printed Name & Title: Richard Fe Tom, AIA, Principal Date: 08/04/2020

Approved by Client Authorized Representative: _____

Printed Name & Title _____ Date: _____

AIA® Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect,
Construction Manager as Constructor Edition

AGREEMENT made as of the « Seventh » day of « January » in the year « 2020 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

Gila County, Arizona, a public agency of the State of Arizona acting through its Board of Supervisors
1400 E Ash Street, Globe, AZ 85541

and the Architect:

The Architecture Company
2625 North Silverbell Road
Tucson, Arizona 85745

for the following *project (the "Project")*:

Gila County Animal Care and Control & Site Improvements»
Brief description & locations as follows:
New building construction located at the Navajo County Fairgrounds property 900 East Fairgrounds Road, Globe, Arizona 85504

The Construction Manager:

Loven Contracting
1100 S. Pinnacle Street
Flagstaff, Arizona 86004

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™–2007, General Conditions of the Contract for Construction; A133™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Program and Needs Assessment Study will be conducted in Tucson, Arizona as described in Exhibit A dated 11/21/2019

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Exhibit A dated 11/21/2019

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

See Exhibit A dated 11/21/2019

§ 1.1.4 The Owner's anticipated design and construction schedule: See Exhibit A dated 11/21/2019

.1 Design phase milestone dates, if any:

.2 Commencement of construction:

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.3 Substantial Completion date or milestone dates:

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement *(the "Contract Documents")*:

AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price and AIA Document A201™–2017, General Conditions of the Contract for Construction as modified and agreed between the Owner and the Construction Manager.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

It has not been requested by Owner that this project is to be accelerated, fast-tracked or phased construction.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

Unknown at time of execution. Owner has not identified special needs for the Project.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

Mary Jane Springer, Gila County Finance Director
Gila County
1400 E. Ash Street
Globe, AZ 85501
P: 928-402-8516

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager:

Loven Contracting
1100 S. Pinnacle Street
Flagstaff, Arizona 86004

.2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

.3 Land Surveyor: By Owner

.4 Geotechnical Engineer: By Owner

.5 Civil Engineer: Will be provided by Architect.

.6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)
Commercial Waste Septic Design by Owner

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)
Richard Fe Tom, AIA, Project Manager

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2 *and any others required to perform Basic Services:*
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer: Schneider & Associates; 435 E. 9th St., Tucson, 85705

.2 Mechanical Engineer: Professional Engineering & Technology Inc.; 4500 E Speedway Suite 20; Tucson, AZ 85712

.3 Electrical Engineer: Electrical Design Associates; 7536 N La Cholla Blvd; Tucson, AZ 85741

§ 1.1.12.2 Consultants retained under Additional Services:

Civil Engineer: Oracle Engineering; 3544 N. Romero Rd #100; Tucson, AZ 85705
Animal Design Specialist: Shelter Planners of America, 1106 W Randol Mill Rd Suite 300, Arlington, TX 76012

§ 1.1.13 Other Initial Information on which the Agreement is based: See Exhibit A dated 11/21/2019

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~*shall appropriately*~~ *may* adjust the schedule, the Architect's services and the Architect's compensation *by written agreement signed by both Owner and Architect.*

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. *The Architect shall not change the representative authorized to act on behalf of the Architect without the express written consent of the Owner, which consent will not be unreasonable withheld or delayed.*

§ 2.5 ~~*Except with the Owner's knowledge and consent*~~, The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall *purchase and* maintain the following insurance for the duration of this Agreement *from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Arizona with an "A.M. Best" rating of not less than A-VII.* ~~*If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.*~~

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§ 2.6.1 Commercial General Liability with policy limits of not less than ($ *1,000,000*) for each occurrence and ($*2,000,000*) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned *or hired* by the Architect and non-owned vehicles used *in the performance of the Agreement by* the Architect with *Combined Single Limit (CSL) of $1,000,000* ~~*policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate*~~ for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability *with the* following policy limits ~~*of not less than « » ($ « »):*~~.

- *Each Accident* *$500,000*
- *Disease – Each Employee* *$500,000*
- *Disease – Policy Limit* *$1,000,000*

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (*$ 1,000,000*) per claim and ($*2,000,000*) in the aggregate. *In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Architect warrants that any retroactive date under the policy shall precede the effective date of this Agreement; 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 Agreement is completed.*

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies. *The Architect's insurance policies and coverages will not be terminated, non-renewed or reduced without a minimum of 30 days' advance written notice to the Owner.*

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services *and those of its consultants* with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants, *subject to the Architect's professional judgment and expertise.* The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager *for review and approval by the Owner* a *written* schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services

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shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause *and upon mutual written agreement of the Owner and the Architect.*

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider ~~*review*~~ the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide ~~*any necessary or requested*~~ clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as ~~appropriate~~ *applicable*, from the Construction Manager. The Architect shall *review* ~~*assist the Owner in reviewing*~~ the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; and the Architect shall have no ~~*for the assumption of any*~~ responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project,

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including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

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§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents~~, *if requested by the Owner,*~~ the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–*2017*, General Conditions of the Contract for Construction *as modified by the Owner and Contractor.* If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work

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completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably-informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 ~~*Unless the Owner and Construction Manager designate another person to*~~ *The Architect shall* serve as *the* ~~*an*~~ Initial Decision Maker, as that term is defined in AIA Document A201–*2017*, ~~*the Architect*~~ *and* shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, ~~*to the best of the Architect's knowledge, information and belief,*~~ the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect *in writing and accompanying the relevant certification.*

~~**§ 3.6.3.2** *The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.*~~

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, *certified copies of which shall be sent to the Owner.*

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. *Subject to its professional experience and expertise,* the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall *timely* forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Assistance with selection of the Construction Manager	Owner	
§ 4.1.2 Programming (B202™–2009)	Architect	Tucson, Exhibit A
§ 4.1.3 Multiple preliminary designs	Architect	Exhibit A
§ 4.1.4 Measured drawings	Not Applicable	
§ 4.1.5 Existing facilities surveys	Not Applicable	
§ 4.1.6 Site evaluation and planning (B203™–2007)	Arch & Owner	Owner to provide sufficient water and power to the site.
§ 4.1.7 Building information modeling (E203™–2013)	Architect	
§ 4.1.8 Civil engineering	Architect	Exhibit A
§ 4.1.9 Landscape design	Not Provided	
§ 4.1.10 Architectural interior design (B252™–2007)	Not Provided	
§ 4.1.11 Value analysis (B204™–2007)	Not Provided	
§ 4.1.12 Detailed cost estimating	Not Provided	Contractor to Provide
§ 4.1.13 On-site project representation (B207™–2008)	Not Provided	
§ 4.1.14 Conformed construction documents	Architect	Exhibit A
§ 4.1.15 As-designed record drawings	Not Provided	
§ 4.1.16 As-constructed record drawings	Not Provided	Contractor to Provide
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™–2007)	Not Provided	
§ 4.1.19 Tenant-related services	Owner	
§ 4.1.20 Coordination of Owner's consultants	Architect	Exhibit A
§ 4.1.21 Telecommunications/data design	Owner	
§ 4.1.22 Security evaluation and planning (B206™–2007)	Owner	
§ 4.1.23 Commissioning (B211™–2007)	Not Provided	
§ 4.1.24 Extensive environmentally responsible design	Not Provided	
§ 4.1.25 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.26 Historic preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™–2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«See Exhibit A »

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall *promptly* notify the Owner ~~*with reasonable promptness*~~ and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- **.2** Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- **.3** Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- **.4** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- **.5** Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.6** Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- **.7** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- **.8** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.9** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.10** Evaluation of the qualifications of bidders or persons providing proposals;
- **.11** Consultation concerning replacement of Work resulting from fire or other cause during construction;
- **.12** Assistance to the Initial Decision Maker, if other than the Architect;
- **.13** Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- ~~**.14** *Services necessitated by the Owner's delay in engaging the Construction Manager;*~~ and
- **.15** Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect *may* ~~*shall*~~ provide the following Additional Services, *after prompt notification* to the Owner ~~*notify the Owner with reasonable promptness, and*~~ with an explanation of the facts and circumstances giving rise to the need, *provided that in no event shall the Architect proceed to provide the following services until the Architect receives the Owner's written authorization:* ~~*If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:*~~

- **.1** Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- **.2** Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

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.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 «Three » (« 3 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 « Sixteen » (« 16 ») visits to the site by the Architect over the duration of the Project during construction

.3 «One » («1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 « One » (« 1 ») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within «Twenty » («20 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. ~~*Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.*~~ *The Architect will assist the Owner to provide such information.*

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services, *subject to the Owner's status as a public agency, including being subject to Arizona Open Meetings laws.*

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§ 5.6 *Where required or necessitated by the circumstances of the Project and as requested by the Architect in writing, t*he Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. *The Architect shall assist the Owner in obtaining the surveys as part of the Architect's Basic Services.*

§ 5.7 *Where required or necessitated by the circumstances of the Project and as requested by the Architect in writing, t*he Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. *The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services.*

§ 5.8 The *Architect* ~~*Owner*~~ shall coordinate the services of its own consultants with those services provided by the ~~*Architect*~~ *Owner's consultants* Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner *and Architect* shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. ~~*The Architect shall assist the Owner in obtaining such tests, inspections and reports as part of the Architect's Basic Services.*~~

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service *provided that the Owner's failure to do so does not relieve the Architect of its responsibilities, and the Owner assumes no duty of observation, inspection, or investigation pursuant to this Section or otherwise.*

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents *that may affect the Architect's services.* Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, ~~*the Owner shall coordinate*~~ *the Architect shall assist the Owner with coordination of the* Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall ~~*require*~~ *permit* the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its ~~*prepare its own estimates of the cost of the work as necessary for*~~ Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 ~~*If, prior to the conclusion of the Design Development Phase,*~~ *If at any time, the Architect's or* the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager *and as a Basic Service*, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If *at any time, the Architect's or* the Construction Manager's estimate of the Cost of the Work ~~*at the conclusion of the Design Development Phase*~~ exceeds the Owner's budget for the Cost of the Work, the Owner *shall either:*

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they ~~*shall*~~ *may* endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, *irrevocable* license to use, *copy and distribute* the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. ~~*, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.*~~ *On behalf of, and for the benefit of the Owner, t*he Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. *Such rights shall, without limitation, authorize* ~~*The license granted under this section permits*~~ the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to use, *reproduce and distribute* applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. *Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses described herein.*~~*If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.*~~

~~***§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.*~~

§ 7.4 Except for the licenses granted *or referenced* in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. *Except as permitted herein, t*he Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

~~**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

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§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. ~~*The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.*~~

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to *non-binding* mediation as a condition precedent to binding dispute resolution. ~~*If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.*~~

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by *non-binding* mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[**X**] Arbitration pursuant to Section 8.3 of this Agreement

~~*[« »] Litigation in a court of competent jurisdiction*~~

~~*[« »] Other: (Specify)*~~

~~«—»~~

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based

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on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be ~~equitably adjusted~~ *as negotiated and agreed by the parties.*

§ 9.2 If the Owner suspends the Project *for more than 30 consecutive days*, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be ~~equitably adjusted~~ *as negotiated and agreed by the parties.*

§ 9.3 If the Owner suspends the Project for more than 90 ~~*cumulative*~~ *consecutive* days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination~~,~~ *together with Reimbursable Expenses then due*~~. and all Termination Expenses as defined in Section 9.7~~.

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~~§ 9.7 *Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.*~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the *State of Arizona* ~~*place where the Project is located*~~, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–*2017*, General Conditions of the Contract for Construction, *as modified by the Owner and Contractor*, except as modified in this Agreement. The term "Contractor" as used in A201–*2017* shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, *provided that in no event shall* ~~*However,*~~ the Architect's materials ~~*shall not*~~ include the Owner's confidential or proprietary information. ~~*if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.*~~ The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Lump Sum Fee of Two Hundred Thirty Two Thousand Forty Eight Dollars and no cents ($232,048) »

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§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Fees for Items listed in 4.1.1 that were identified as Architect Responsibility have been included in the Lump Sum Fee. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Fee for any future Additional Services will be either Lump Sum Fee or on an Hourly Basis. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect *at cost without mark-up* ~~*plus « » percent (« » %), or as otherwise stated below:*~~

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: See Exhibit A dated 11/211/2019 for Billing Breakdown by Phases.

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)
Construction Documents Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
Total Basic Compensation	one hundred	percent (	100	%)

~~*The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore,*~~ The Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. ~~*The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.*~~
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit A dated 11/21/2019 »

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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.1 Transportation and authorized out-of-town travel and subsistence;
~~.2 *Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets*~~;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « ten » percent («10 » %) of the expenses incurred. *Reimbursable expenses shall not exceed Eight Thousand Dollars ($ 8,000) without the express written approval of the Owner.*

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

« »

~~***§ 11.9 Compensation for Use of Architect's Instruments of Service***~~
~~*If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:*~~

« »

§ 11.10 Payments to the Architect
§ 11.10.1 An initial payment of «Three Thousand Dollars and no cents» ($ «3,000») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon ~~*presentation*~~ *receipt* of the Architect's invoice. Amounts unpaid «thirty » (« 30 ») days after the *receipt of the invoice by the Owner* ~~*date*~~ shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

« 10.0 » % « ten »

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

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§ 12.1 This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511 which is incorporated in this Agreement the same as if set forth in the Agreement.

§ 12.2 Architect hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If Architect uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Owner retains the legal right to inspect the papers of the Architect and its subcontractors who work on the Agreement to ensure that it or its subcontractors are complying with this warranty.

§ 12.3 Architect hereby certifies that it is not currently engaged in and will not for the duration of this Agreement engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Architect may result in action by the Owner up to and including termination of this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 ~~*AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:*~~

~~«»~~

~~.3 *Other documents:*~~
~~*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*~~

« Exhibit A dated 11/21/2019»

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
« »« » Chairman of the Board of Supervisors	«Richard Fe Tom, AIA »« Principal »
(Printed name and title)	*(Printed name and title)*

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Exhibit A

Date:	November 21, 2019 revised; 9/4/2019, 9/19/2019	**Fax** ☐ **Mail** ☐ **Delivery** ☐ **E-mail** ☐	
		Fax No.:	Page 1 of 8
To:	Mary Springer Gila County 1400 East Ash Street Globe, Arizona 85501	**Copy To:**	

From: Richard Fe Tom, The Architecture Company

Project: Gila County Animal Care & Control Facility **TAC No.:** 19024.00

This document will identify the known project data we are currently aware of, along with a description of the project scope. The design scope, professional architectural, engineering services and fee are tentative figures based on current information and are subject to a contract amendment should the findings during the project result in a level of effort different than identified herein. Following the project data is the scope of work and services based on our understanding of what is required to comply with the Gila County RFQ 041819.

A. Project Data:

1.0 Location:	Gila County Fairgrounds 900 E. Fairgrounds Rd, Globe, AZ 85501
2.0 Legal Jurisdiction	Gila County
3.0 Lot Size:	1.5 +/- Acre
4.0 Future Building:	8,000+/- SF made up of 6,000 SF of fully enclosed air-conditioned space and 2,000 SF of covered area.
5.0 Delivery Method:	CMAR - Loven Contracting Inc.
6.0 Owner's Budget	$2,800,000 all inclusive
7.0 Design Schedule	8 months design, starting Mid October 2019
8.0 Construction Schedule	8 - 9 months construction
9.0 Owner Providing:	
a. Geotechnical Report	By Owner
b. Site, Boundary and Topography Surveys	By Owner
c. Septic Design	Owner will design septic system
d. Public and Private Utilities and Services	No gas or sewer exists.
e. Offsite Roadwork	By Owner
f. Telephone, IT, computer cabling, security vendors	By Owner
g. Legal Description of Site	By Owner
h. Fire Hydrant	Per Owner Existing Fire Hydrant Acceptable
10.0 Project Schedule:	
a. Design Start:	~~Mid-October 2019~~ Tentative Jan or Feb 2020
b. Submit for Permitting:	~~June 2020~~ 8 - 9 months from NTP
c. Construction Start date:	~~August 2020~~ 2 months after Permit Submittal
d. Substantial Completion:	~~April 2021~~ 8-9 mo. After construction starts
11.0 Architect Provided Consultants:	
a. Civil Engineering	Solanga Engineering
b. Landscape Architect	Not Included in Scope
c. Structural Engineer	Schneider & Associates
d. Mechanical/ Plumbing Engineer	Professional Engineering Technology
e. Electrical Engineer	Electrical Design Associates
f. Animal Specialist	Shelter Planners of America

B. Scope of Work

The new Gila County Animal Care & Control (GCACC) facility will provide animal housing, administrative offices and limited veterinary services for primarily cats and dogs. The new facility will incorporate building systems that are cost effective to build and maintain. The Owner's budget, including permits, design and construction fees, FFE and contingency is $2,800,000. It is anticipated that the construction cost of the building to be approximately $2.2 million dollars.

Construction Delivery Method will be by CMAR. Contractor, Loven Construction, has been selected by Owner. CMAR will participate in the design process providing cost estimating, scheduling and constructability review.

Site Scope:

1. The site is located on the Gila County Fairgrounds.
2. Owner will provide survey, topographic survey and geotechnical report design.
3. Owner has directed that no retention or detention is required on site.
4. Owner will locate on survey existing available utilities for water and electricity, no gas or sewer are available.
5. Owner will be responsible for all necessary road work and designing the septic system for GCACC.
6. TAC will provide for site lighting
7. Owner has determined that existing fire hydrant is acceptable.
8. Landscape and irrigation are not in scope of work.
9. Owner will provide security system to be coordinated with TAC.
10. Owner will determine location of future PV panels.

Building Scope:

1. Animal housing primarily for cats and dogs in an air-conditioned and heated environment that also allows interaction with outdoor spaces, and the use of natural ventilation and lighting as appropriate.
2. Approximately 6200+/- SF of interior space with 32+/- dog runs, 18 cat condos under one structure.
3. Approximately 2000 +/- SF of covered exterior space for sallyport.
4. It has been assumed that the building will be CMU walls with metal roof.
5. Animal intake and adoption services.
6. Limited veterinary services area to allow for euthanasia, decapitation, vaccinations, spay/neutering, check-ups and weight checks.
7. Storage and housekeeping.
8. Administrative offices, and support spaces which may include break room and conference room.
9. Structural: CMU (if the building type should change, this will be considered an additional service)
10. Mechanical/ Plumbing:
    a. Owner will coordinate with TAC and mechanical engineer on septic tank location and design.
11. Electrical:
    a. Provide for future generator
    b. Provide for future PV panels
12. Security: Coordinate with Owner on security system. Owner will provide alarms and cameras.
13. IT: Provide coordination with Owner's IT vendor and/ or department.
14. Acoustical: Not in Scope
15. Owner has identified equipment that will be moving from existing facility to new facility.
16. GCACC will be utilizing prisoners in the cleaning and care of the facility and its animals.

C. Professional Services

1. **Project Management and Consultant Coordination**
   a. Provide Client coordination for meetings and communications during design and construction administration
   b. Provide Quality Review of drawings and specifications
   c. Provide project schedule monitoring during design and construction administration.
   d. Provide Consultant coordination and quality review
   e. During design, all client reviews will be through internet conferencing, to be mindful of the overall budget. These internet conferencing will occur with screen sharing and can include client, client representatives, CMAR and engineering consultants.
   f. Provide Owner Consultant Coordination

2. **Programming and Conceptual Design Services**
   a. Programming
      i Provide Needs Assessment Study through a 1.5 day programming session to be held in Tucson, AZ with Owner, Shelter Planners of America (SPA) and TAC. SPA will tour the existing facility prior to the needs assessment.
         1. Owner has provided programming report completed by another Architect as a basis for re-evaluation of Gila County needs.
         2. Review existing program and provide a new Needs Assessment to evaluate existing facility and operations to establish benchmark of current conditions and provide direction for the future.
         3. Review existing program and provide a new Building Space Program with recommendations for sizes of Administrative area, Animal Housing areas both indoors and outdoors, Medical clinic area and support areas.
         4. Provide "Best Practice" recommendations for equipment, materials, finishes, HVAC systems, plumbing and drainage systems.
         5. Review current and future Shelter staff size and operating budget.
         6. Provide Opinion of Probable Cost for construction of new shelter and associated site work.
         7. Needs Assessment Study provided electronically in pdf format.
      ii Provide one meeting to review Needs Assessment and make revisions as necessary
         1. TAC and SPA will review using internet conference to review with Client.
   b. Conceptual Design
      i Provide 2 – 3 conceptual design options for Preliminary Site Plan and Floor Plan as single-line drawings showing size and layout of facility, room locations.
      ii Provide one (1) review meeting to review Conceptual Design options and select one conceptual design for site and floor plan layout to further develop in Schematic Design.
         1. TAC and SPA will review using internet conference to review with Client.
         2. Make revisions as necessary based on Client changes
      iii Provide one (1) follow up review meeting with Client using internet conferencing to verify conceptual design approval.

3. **Schematic Design**
   a. Provide code analysis for site and building

b. Develop the schematic Site Plan based on the approved conceptual design site layout.
c. Coordinate with Civil Engineer to lay out Schematic site plan
d. Develop the approved conceptual single line floor plan drawing into schematic floor plans, elevations and building sections
e. Develop material selection
f. Determine initial considerations for HVAC systems, Plumbing Systems, Electrical and Lighting and Structural Systems for Building Engineers to develop Schematic Design Narrative.
g. Coordinate with CMAR to provide drawings and narrative for CMAR to develop Cost Estimate.
h. Provide up to two (2) meetings with the Owner to review and approve Schematic design.
    i TAC and SPA will review using internet conference to review with Client.
    ii Make revisions as necessary based on Client changes

4. **Design Development and Construction Documents**
    a. Site Development
        i Architectural Site Plan: coordinate with Civil engineer to provide layout
        ii Land Survey Services by Owner
            1. Owner to provide Survey.
            2. Owner to provide Topographic Survey
        iii Geotechnical Engineering Services by Owner:
            1. Owner to provide soils report at building sites and parking areas
        iv Landscape Architecture – Not in Scope of Work
            1. Owner will determine at later date if Landscape can be included.
            2. Landscaping and Irrigation can be provided as an Additional Service.
        v Civil Engineering Services:
            1. Provide Off-Site utilities
            2. Hydrology
            3. Grading, Drainage and Paving Plan
            4. On-Site Water/ Wastewater, utilities
            5. Horizontal Control Plan
            6. Civil Certification after Construction
        vi Site Electrical Engineering Services:
            1. Owner will coordinate with electric company to provide power to site
            2. Provide Site Electrical plan for power and site lighting

    b. Building Design Development and Construction Documents
        i Provide Design Development Package
            1. As described in AIA ~~B101 Article 3.3~~ B133 -2014 Article 3.4
            2. Coordinate with Owner provided vendors for telephone, IT, computer cabling and security.
            3. A Design Development work session via internet conferencing with TAC, SPA, Client and CMAR will collect Client's requirements for the details of the project associated with:
                - Room finishes
                - Door Types
                - Hardware
                - Millwork
                - Lighting
                - HVAC

- Zoning
- Plumbing/ Fixtures
- Animal Equipment

4. SPA will provide specifications for Animal Shelter Equipment and Opinion of Probable Cost of Animal Equipment.
5. Coordinate with CMAR to provide information for CMAR to prepare Cost Estimate for 100% Design Development review.
6. Owner Review at 100% Design Development (DD) Package to include drawings, cut sheets, specifications and CMAR prepared Cost Estimate.
   - TAC and SPA will review using internet conference to review with Client.
   - Make revisions as necessary based on Client changes
7. TAC to pick up Client and CMAR requested changes.
8. Should Client request on-site review, this can be provided as Additional Service.

ii Provide Construction Documentation (CD) Package

1. As described in AIA ~~B 101 Article 3.4~~ B133 -2014 Article 3.5
2. Coordinate with CMAR to provide information for CMAR to prepare Cost Estimates at 50% CD review and 95% CD review
3. Owner Review at 50% and 95% Construction Documents (CD) Package to include drawings, cut sheets, specifications and CMAR prepared Cost Estimate.
   - TAC will review with client using internet conference.
   - Make revisions as necessary based on Client changes
4. Prepare 100% Construction Documents for Permitting and Bidding purposes.

5. Design Coordination with CMAR

i Review drawings with CMAR at client review meetings

ii Provide drawings for CMAR to prepare Cost Estimates for Owner at Owner review meetings during Schematic Design, Design Development and Construction Documents as outlined above.

iii Participate in pre-construction conference with CMAR subcontractors

6. Permitting

i Prepare documents for permitting. TAC will prepare electronic drawings to be printed by print shop in Payson, AZ. Gila County will pick up drawings and deliver to appropriate departments for submission.

ii Prepare documents to submit to Gila County for Building and Site Permit Approval and monitor progress and respond to agency comment

iii Prepare documents to submit to State Fire Marshall for approval

iv Respond to proposed "Value Engineering" changes proposed by Owner and CMAR.

7. Construction Administration

a. As described in AIA ~~B101 Article 3.6~~ B133 -2014 Article 3.6 Construction Phase Services
b. It is anticipated that the construction period shall be between eight and nine months.
c. Provide site visits on a periodic basis, not to exceed the following number of site visits by discipline:
   i Architectural (TAC): 16 periodic site visits plus 1 punch and 1 final punch

ii Civil: 1 site visits
iii Structural: 2 site visits
iv Mechanical: 2 site visit
v Electrical: 1 site visit
vi Animal Specialist (SPA): 0 site visit

d. Should any additional site visits be required by architect or engineers, this can be provided as Additional Services.

8. Assumptions

a. It has been assumed there is sufficient utility capacity for water and power. We are not aware of any environmental issues
b. If location of future Photovoltaic panels can not be determined before the grading plan is finalized during Design Development phase, there may be Additional Services if the Civil and Electrical needs to redesign for PV at a future date.
c. All design review meetings during schematic design, design development and construction documents with client, client representatives and CMAR will be conducted utilizing internet conferencing. This cost is included in the base fee. Should client request in-person review meeting, the travel time can be provided at an additional cost of $800 per trip for The Architecture Company. Any additional trips by the Consultants shall be at cost ~~plus 10%~~.

9. Estimated Reimbursables for Client Budgeting Purpose

a. Miscellaneous: All miscellaneous expenses incurred in connection with the Project will be billed at 1.10 times the invoice cost. These expenses typically include postage/ delivery, duplication and plotting for client review, governmental review, bid sets and expediting or third party review fees.
b. Travel: Reimbursable for travel, lodging and meals, etc., incurred in connection with the project will be billed at 1.10 times the invoice cost. Auto mileage will be billed at the Arizona state mileage rate of $.455 per mile.
c. Agency Review Fees: Will be paid directly by Client.

10. Fee

	TAC	Specs	Civil	Structural	Mechanical/ Plumbing	Electrical	SPA	Total
Project Management	$ 12,700							$ 12,700
Needs Assessment/ Programming and Conceptual Design Services	$ 11,650						$ 7,000	$ 18,650
Schematic Design	$ 14,330	$ 400	$ 2,435	$ 600	$ 600	$ 1,000	$ 9,000	$ 28,365
Design Development	$ 21,030	$ 800	$ 2,910	$ 3,500	$ 2,700	$ 4,000	$ 7,000	$ 41,940
Construction Documents	$ 19,320	$ 1,200	$ 4,340	$ 4,500	$ 5,000	$ 4,000	$ 5,000	$ 43,360
CMAR Design Coordination and Bidding	$ 3,890							$ 3,890
Permitting	$ 1,510						$ 1,000	$ 2,510
Construction Administration			$ 2,640				$ 3,000	$ 5,640
Construction Administration Support Services	$ 18,510			$ 2,500	$ 1,200	$ 2,500		$ 24,710
Construction Observation Site Visits & Punch/ Final Punch	$ 35,360			$ 2,200	$ 2,700	$ 1,500		$ 41,760
	$ 138,300	$ 2,400	$ 12,325	$ 13,300	$ 12,200	$ 13,000	$ 32,000	$ 223,525
Consultant Mark-up 10%		$ 240	$ 1,233	$ 1,330	$ 1,220	$ 1,300	$ 3,200	$ 8,523
Total Professional A/E Fee for Design and Construction Administration								**$ 232,048**
Estimated Reimbursable Budget								**$6,000 - $8,000**
Additional Services								
One Color Board if requested for Interior/ Exterior								$ 1,200
Travel Time for each On-Site Design Review Meeting if requested by Client								$ 800
One (1) Public Presentation including Travel time. Not including overnight hotel								$ 1,280

11. Additional Services

a. As described in AIA ~~B101 Article 4~~ B133 -2014 Article 4
b. Any public presentations can be provided as Additional Service. Should the presentation occur in the late evening, an overnight hotel stay may be required.
c. Colored 3-D renderings can be provided as Additional Service. Fee will be determined based on level of rendering requested.
d. Should any Value Engineering occur, it is assumed that the Owner and Contractor agree that Value Engineering is a cooperative effort and includes Architect, Engineers, Owner and Contractor in determining what Value Engineered changes will occur prior to any modifications.

12. **Hourly Bill Rates:** The following hourly rates shall be charged as indicated below. All employees time spent in connection with the project will be included.

~~Personnel~~	
~~Principal~~	~~$ 160.00~~
~~Project Manager~~	~~$ 130.00~~
~~Project Architect~~	~~$ 110.00~~
~~Architectural Designer/ Modeler~~	~~$ 85.00~~
~~Technical Assistant~~	~~$ 75.00~~
~~Administrative~~	~~$ 65.00~~
~~Construction Administrator~~	~~$ 130.00~~

See Next Page for list of hourly bill rates for Architect and Consultants.

HOURLY FEE RATE **Exhibit A: Item 12**
PROJECT: **Gila County Animal Facility Care & Control**
DATE: 11/21/2019

Company Name/ Discipline	Discipline	Billing Rate
The Architecture Company		
Architecture	Principal	$ 160.00
	Project Manager	$ 130.00
	Project Architect	$ 110.00
	Project Designer/ Modeler	$ 85.00
	Technical Assistant	$ 75.00
	Clerical/ Administrative	$ 65.00
	Construction Administrator	$ 130.00
Oracle Engineering		
Civil	Principal	$ 110.00
	Project Manager	$ 110.00
	Senior Project Engineer	$ 85.00
	Civil Technician	$ 65.00
	Clerical	$ 45.00
Schneider Structural Engineering		
Structural	Principal	$ 200.00
	Associate	$ 145.00
	Project Manager	$ 135.00
	Senior Engineer II	$ 125.00
	Senior Engineer I	$ 115.00
	Engineer II	$ 100.00
	Engineer I	$ 85.00
	Designer II	$ 110.00
	Designer I	$ 100.00
	Drafter II	$ 85.00
	Drafter I	$ 75.00
	Administrative	$ 55.00
Professional Engineering Technologies		
Mechanical/ Plumbing	Principal	$ 160.00
	Registered Engineer	$ 145.00
	Design Engineer	$ 125.00
	CAD Operator	$ 85.00
	Administration	$ 65.00
Electrical Design Associates		
Electrical	Principal	$ 135.00
	Project Manager	$ 110.00
	Senior Designer	$ 95.00
	Designer	$ 90.00
	Jr Designer	$ 80.00
	Drafting	$ 90.00
	Clerical/ Admin	$ 85.00
Shelter Planners of America		
Shelter Consultants	Shelter Consultant	$ 175.00
	Veterinary Consultant	$ 165.00
	Shelter Architect	$ 140.00
	Principal Architect	$ 125.00
	Construction Administrator	$ 110.00
	Project Coordinator	$ 85.00
	Draftsman	$ 60.00
	Clerical/ Admin	$ 50.00

End of Exhibit A

ARF-6224 **Consent Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date: 09/01/2020
Submitted For: Marian Sheppard, Clerk of the Board
Submitted By: Melissa Henderson, Deputy Clerk
Department: Clerk of the Board of Supervisors

Information

Request/Subject

Pleasant Valley Community Council, Inc. - Special Event Liquor License Application for November 7, 2020.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This non-profit organization has properly completed the application and if the Board of Supervisors approves the application, the Pleasant Valley Community Council, Inc. will have used 4 days of the allowable 10 days to serve liquor at a special event in 2020.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval. The Pleasant Valley Community Council, Inc. has been informed that the DLLC is currently accepting special event liquor license applications.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Community Council, Inc. for an event to be held on November 7, 2020, at the Pleasant Valley Community Center located in Young.

Attachments

Pleasant Valley Community Center-Application

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Received Date:
Job #:
CSR:
License #:

APPLICATION FOR SPECIAL EVENT LICENSE

Fees: $25.00 per day for 1-10 days (consecutive) ***Cash Checks or Money Orders Only***
A service fee of $25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

SECTION 1 **Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.**

1. Applicant: Seeley (Last) Vanessa (First) Katherine (Middle) 1/14/79 (Date of Birth)
2. Applicant's mailing address: P.O. Box 346 (Street) Young (City) AZ (State) 85554 (Zip)
3. Applicant's home/cell phone: 928 948 9274 Applicant's business phone: ( )
4. Applicant's email address: vanessakseeley79@yahoo.com

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Pleasant Valley Community Council

SECTION 3 Non-Profit/IRS Tax Exempt Number: 860424124

SECTION 4 Event Location: Pleasant Valley Community Center

Event Address: Hwy 288, Young, AZ. 85554

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	11/7/20	Sat	11:00 a.m.	12:00 a.m.
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

Individuals requiring ADA accommodations call (602)542-2999

SECTION 6 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

1 Number of Police 2 Number of Security Personnel ☐Fencing ☐Barriers

Explanation: We will serve alcohol inside the building, not to be taken off premisis.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? ☐Yes ☒No
(If yes, Local Governing Body Signature not required)

Name of Business	License Number	Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐Place license in non-use
- ☐Dispense and serve all spirituous liquors under retailer's license
- ☒Dispense and serve all spirituous liquors under special event
- ☐Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?

☒On-site consumption ☐Off-site (auction/wine/distilled spirits pull) ☐Both

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
   ☐Yes ☒No **(If yes, attach explanation.)**

2. How many special event days have been issued to this organization during the calendar year? 3
   (The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

   ☐Yes ☒No If yes, please provide the following: Name of Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

   ☐Yes ☒No If yes, please provide the following: Name of Licensee _____ License #: _____

5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Pleasant Valley Community Council Percentage: 100%

Address 18699 Hwy 288, Young, Az. 85554

Name _____ Percentage: _____

Address _____
Street City State Zip

Individuals requiring ADA accommodations call (602)542-2999

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. ***Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.***

I, (Print Full Name Vanessa Katherine Seeley **, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: Vanessa K Seeley

LOCAL GOVERNING BOARD

Date Received: _____

I, _____ _____ recommend ☐APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

DLLC USE ONLY

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

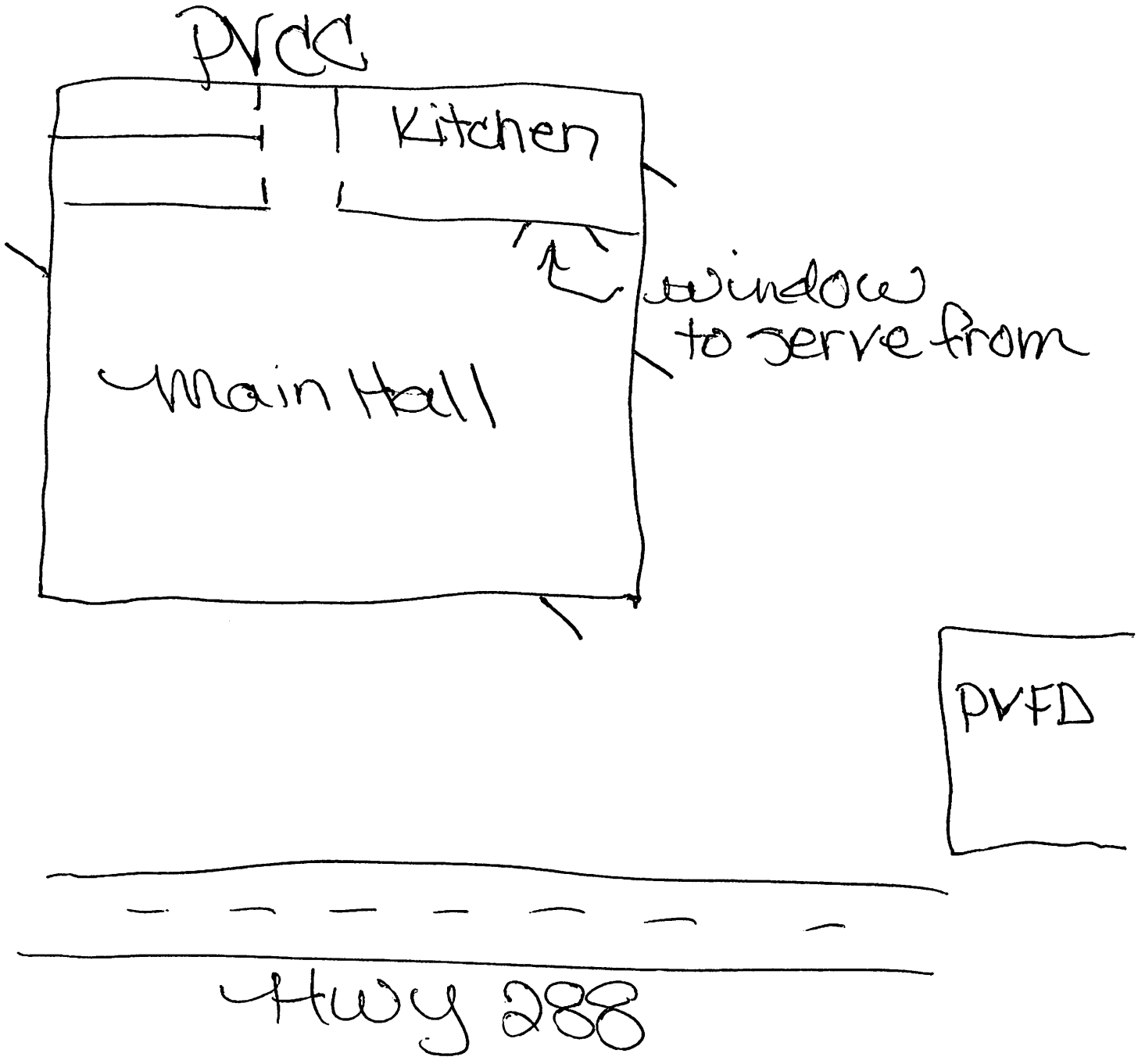
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

Individuals requiring ADA accommodations call (602)542-2999


PVCC
Kitchen
window
to serve from
Main Hall
PVFD
Hwy 288

ARF-6223 **Consent Agenda Item** **3. C.**

Regular BOS Meeting

Meeting Date: 09/01/2020

Reporting Period: BOS and August 13, 2020, August 17, 2020 and August 20, 2020 BOS Meeting Minutes

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

Board of Supervisors' and August 13, 2020, August 17, 2020 and August 20, 2020 Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' August 13, 2020, August 17, 2020 and August 20, 2020 meeting minutes.

Attachments

08-13-20 Meeting Minutes

08-17-20 Meeting Minutes

08-20-20 Meeting Minutes

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: August 13, 2020

WOODY CLINE Chairman	**MARIAN SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marian Sheppard
TIM R. HUMPHREY Member	Gila County Courthouse Globe, Arizona

PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (by phone); and Tim R. Humphrey, Member (by phone).

STAFF PRESENT: W. James Menlove, County Manager; Charles Shire, Deputy Gila County Attorney, Civil Bureau; and Marian Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE

Chairman Cline called the Special Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he led the Pledge of Allegiance.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Primary Election held on August 4, 2020, in Gila County, Arizona, and declare the results official.

Eric Mariscal, Elections Director, referred to the report titled "Canvass of Election Results – Primary Election – August 4, 2020 – Gila County, Arizona." He advised that the voter turnout in Gila County was 48%, the second-highest voter turnout in the state. Mr. Mariscal proceeded to review each of the following sections of the report: Precinct Listing, Voter Turnout, Total Ballots Summary Polling Place Ballots, Early Ballots, and Provisional Ballots. He offered to provide additional information on any of the sections of the report or answer questions of the Board to which there weren't any. Chairman Cline asked for a motion from the Board members. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously declared the results of the Primary Election held on August 4, 2020, in Gila County, Arizona, to be official.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There wasn't any public comment.

Item 4 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

The Supervisors or the County Manager advised that they did not have a summary of current events to present.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 9:39 a.m.

APPROVED:

_____

Woody Cline, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: August 17, 2020

WOODY CLINE Chairman	**MARIAN SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marian Sheppard
TIM R. HUMPHREY Member	Gila County Courthouse Globe, Arizona

PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (by phone); and Tim R. Humphrey, Member.

STAFF PRESENT: James Menlove, County Manager (via ITV); Jacque Sanders, Deputy County Manager, District Librarian; Homero Vela, Assistant County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; and Marian Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Terry Links led the Pledge of Allegiance and Debora Savage delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of information on the University of Arizona's Cooperative Extension Range Monitoring Program.

Ashley Hall, Area Assistant Agent, Agricultural and Natural Resources, provided a slide presentation. She briefly reviewed her personal and professional background and stated that she is the only agent who has a split appointment; working 80% of her time in Gila County and 20% in Pinal County. The focus of the program is 50% on water, land, energy, & natural resources; 50% on animal science 45%; and 5% on youth development. Ms. Hall reviewed the AZ Cooperative Rangeland Monitoring Programs and highlights are as follows: • Long-term vegetation trend provides quantifiable rangeland health data • Summary of all data collected is given to Range Staff and Ranchers • With this data lawsuits are easier to dispute during the NEPA process • Assist in answering public comment questions • University of Arizona (UA) Cooperative Extension acts as an unbiased third-party and does not

suggest any management actions. She added, "We are a science-based institution which makes the data more defendable." UA Cooperative Extension recently conducted a survey with ranchers. Eighty-eight percent of ranchers said Extension services or information had increased their knowledge and understanding of rangeland monitoring, and seventy-one percent of ranchers said their relationship with the USFS (United States Forest Service) has improved due to monitoring. She reviewed the Reading the Range program which was started by Dr. Jim Sprinkle at the request of the Gila County Cattle Growers Association. Highlights are as follows: Collect data in cooperation with grazing permittees and Tonto Range Staff • Currently 74 ranches/allotments participate in monitoring efforts • Approx. 6 active allotments remain • Tonto NRCD (Natural Resources Conservation District) and Tonto National Forest provide funding to hire seasonal contractors. Ms. Hall state that monitoring is conducted from September through April. She provided some highlights of the Range and Livestock Program to include educational outreach; serving on the VGS Development Team; doing various other activities. Ms. Hall talked about youth development of which she is the co-director for 8th-12th grade. Highlights of The Resource Conservation Workshop for AZ Youth (NRCWAY) are: Weeklong at James 4H Facility for 8-12th grade • Rotating themes - Watershed, Range, Forestry, "Ologies", & Wildlife • Lessons are taught by UA, FS, BLM, NRCS, ARS, State Non-Profits, & AZ State Forestry Dept. • Funding provided by AZ Society for Range Management, some NRCDs & private donors. She also reviewed grants and program funding. At the end of the presentation, Vice-Chairman Martin thanked UA for its involvement and Ms. Hall for the work she does in Gila County. Supervisor Humphrey thanked Ms. Hall for being a resource to the many ranchers in the County. Chairman Cline stated, "You guys are awesome. Without Extension folks, there would not be any cattle on the range right now…"

Item 3 – PUBLIC HEARINGS:

A. Information/Discussion/Action to approve, deny, or modify Conditional Use Permit application number CUP-20-01 submitted by Michael Luster to allow a 3-story, 34-foot tall building height for a 3 bedroom, 2 bath single family residence with a garage in a Residential 1L Use District of the Whispering Pines subdivision.

Scott Buzan, Community Development Department Director, provided the following report. *"I appreciate this opportunity to present for your consideration a Conditional Use Permit application to allow an additional story and 4' in vertical height to a single-family residence in the R1L use district. This district limits buildings to 2 stories and 30' in height (as measured per the definition of building height in the Zoning Ordinance) without a Conditional Use Permit. After the Board held a public hearing on July 28, 2020, the Board voted to continue this agenda item to allow the public an additional opportunity to address the*

Board with any new information. I have two items of new information: 1) The County's interpretation of the Zoning Ordinance and Arizona State statutes is the Planning and Zoning Commission shall act in an advisory capacity to the board and does not make decisions. It is not necessary for the applicant to file an appeal to the Board since the Commission only makes a recommendation, and the CUP must always go before the Board for a decision. 2) It has been determined that sufficient protest has been filed to require a unanimous vote of the board to approve the CUP with or without conditions. Again, I thank the Board for this opportunity, and I would be happy to answer any questions you may have."

Vice-Chairman Martin inquired about the pitch of the roof that is required for a snow load. Mr. Buzan replied that a 5/12 pitch would bring the height down to 30 feet.

Jacque Sanders, Deputy County Manager, District Librarian, advised that she would read aloud a summary of written comments that have been submitted for this public hearing which were submitted after the July 28th public hearing, as follows:

<u>8/5/20 Letter from Michael Porter, 407 W. Scott Drive, who is a retired certified residential appraiser. Comments with no opinion in favor or against:</u>

- Subject home would be listed as a non-conforming home since it is a 3-story home in an area of all 1 and 2-story homes. Lenders do not like non-conforming homes and would expect a market value deduction for this.
- The real problem is for the 1-story homes on each side…A 3-story home, especially as positioned on the lot, would be an adverse condition. This would result in a reduction of market value which would be in the tens of thousands of dollars.
- Mrs. Luster's comment that her home will be the second nicest in the neighborhood and would raise property values is presumptuous on her part. While the value of her home may be higher than the majority of the homes and, it may increase the average property values in the neighborhood, the real effect would be to raise property taxes for all without raising the market value of individual homes.
- The architect (Long Design) knew the design did not meet county codes and requirements since they stated this to a member of the P&Z (Commission) that called them during the July 18th meeting.

NOTE: After this public hearing, Mr. Porter sent an email to Marian Sheppard, Clerk of the Board, advising that he is opposed to the CUP and he is also opposed to having a 3-story home in the neighborhood. He requested this information to be included in the record.

8/7/20 Letter from Tawna Wilkinson, daughter of Mike Porter (address not stated) and as an heir to Mr. Porter's residence – OPPOSED:

- The home being built is not in line with regulations, so if it is approved it may open the door to other issues of this type.

- Ms. Wilkinson is offended by Mrs. Luster's 7/28 comment that the Luster home would be the second nicest home in the neighborhood.
- Regardless of the Board's decision, there will be a financial impact to the community – If the CUP is not approved, the trickle effect in property tax increases may result. If the CUP is approved, the property values will decrease.

8/14 from Teresa Richardson, 3261 Neal Drive – OPPOSED:

- She requests that the Board of Supervisors enforce the zoning code and not allow construction of this 3-story house.

- "The Luster's architect admitted to knowingly submitting a house plan to the County that was illegal, and one that required CUP that they had not applied for."
- The subject home will have a "negative impact on the neighborhood and for far longer."
- The house is not harmonious or compatible with the community.

8/14 Letter from Michael Harper for his client, Robert Newman, to Jefferson Dalton, Deputy Gila County Attorney, Civil Bureau Chief, regarding Mr. Dalton's reply to Mr. Harper's public records request – OPPOSED:

- Mr. Harper contests that "…there was no notice of appeal filed from the decision of the Gila County Planning and Zoning Commission by the Lusters. Gila County Zoning Code Section 101.3(c)(4) expressly requires such an appeal in order to allow review by the Board of Supervisors…"

Marian Sheppard, Clerk of the Board, reminded Ms. Sanders that a petition signed by 32 people had also been submitted to which Ms. Sanders affirmed that was correct. Chairman Cline acknowledged that the Board members received a copy of the petition. A map of the subject area was attached to the petition.

At the request of Chairman Cline, Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief, verified that in order to approve this item, there must be a unanimous vote of the Board. Supervisor Humphrey asked about the status of the structure should the Board vote unanimously to approve or deny the CUP. Mr. Dalton replied that the Board may want to vote to go into executive session as that is a more complicated question.

Chairman Cline advised that due to the lengthy meeting agenda, public comment would be limited to 3 minutes per person. He added that the Board only wanted to hear new comments, not those previously presented.

Chairman Cline opened the public hearing. The following individuals, who are opposed to this issue, addressed the Board. A summary of their comments is provided.

- Michael Harper, Robert Newman's attorney, addressed the Board. Mr. Newman lives at 649 Scott Road in Whispering Pines. He handed the Board members a copy of a letter dated August 14, 2020, that he wrote to Mr. Dalton and stated, "We have a very serious and legal issue here. I don't believe the Board of Supervisors has the ability to vote on this. I am now looking to the Planning and Zoning Ordinance that this Board adopted less than a year ago because it was determined by the Planning and Zoning Commission and there was no appeal filed." He then read aloud a section of the Gila County Zoning Ordinance, as follows: '*The Planning and Zoning Commission shall hear, review, determine compatibility requirements and make the decision regarding all Conditional Use Permits.*' He added, "The other part of that is if this Board if there is an appeal filed to review it is on page 11 in your packet and it says in paragraph 4-*Appeals of the decision (and conditions) of the Planning and Zoning Commission may be made to the Board of Supervisors and must be filed in writing with the Community Development Division within thirty (30) days following the date of the decision.* I made a public records request and there was no appeal filed. That's the end of the story. The County would be going against its own rules by acting on this today…This Board adopted this document lass than a year ago. This Board set this program in place. Everybody has a right to rely on this…This whole problem, where there was a mistake made, is going to be shifted; the results of that are going to be shifted to the homeowners."

- Robert Newman advised that he did not receive an invitation to the Luster's community meeting or the Planning and Zoning Commission hearing to talk about the construction of the Luster's home. He advised that he has professional experience working with permits and stated "I've never had a technician approve or authorize any plans, especially when there is a variance being considered. I've also never had a technician or counter person say there's no requirements. There are always requirements, or you wouldn't have to submit plans, to begin with for approval. There are several variances included in the Luster mansion, two of which Planning and Zoning didn't want to hear about. Unfortunately, the flood and septic issues will come up sooner or later." Mr. Newman went to state that he was raised in a Catholic home with a picture of Jesus in it. He then showed the Board a large picture of the

Luster's home and stated, "This is my new Jesus picture. I hope it doesn't become yours." He recommended that the Board of Supervisors deny the CUP.

- Michael Hatfield, who resides at 631 W. Scott Drive in Whispering Pines, addressed the Board. He advised that he and his wife live two houses to the south of the Luster's house. He said that he was representing his wife who could not be present. Mr. Hatfield stated, "I'm opposed to the CUP. I want to just have everybody follow the rules as they are written. I don't understand all this personal stuff the people are saying because the people have never even met me. I have just barely met the Lusters today…Can you guys make the rules stick, the way they are supposed to be? Do not approve the CUP so all the neighbors that build in the future can also follow the same rules. We don't want to lose our property value as the other gentleman stated. We just want to have a nice neighborhood with no trouble…"

- Heidi Swatty, who lives at 289 W. Roundup Way in Whispering Pines, addressed the Board. Ms. Swatty and her family are full-time residents and have owned their 2-story home for over 30 years. Ms. Swatty advised that she is opposed to the CUP because she owns a vacant lot next to her home. If this CUP is approved "that blocks the sun," she is worried that when she sells the vacant lot there may be another 3-story home built next to hers. She asked the Board members if they had viewed the house. Chairman Cline replied that he has reviewed many pictures of the house and Supervisor Humphrey replied that he went to the property last week and viewed it. Ms. Swatty advised that she submitted a petition with a map to the Board on behalf of 31 neighbors to which Chairman Cline acknowledged the Board's receipt of the petition and map. She added that there are rules and regulations for the building codes, which is to maintain a certain aesthetic in a neighborhood and to make sure all the houses fit. She stated, "For us, this issue is 3 stories. If you bring it down to 2 stories, it automatically addresses the height issue. So really the 3 stories is what we don't want in the neighborhood…" Ms. Swatty further advised that there were others that wanted to sign the petition but did not for fear of retribution by Mr. Buzan. Chairman Cline told Ms. Swatty that he would like to have a separate conversation with her to understand exactly the type of retribution some people may believe will happen to which she agreed to call Chairman Cline's office to arrange a meeting.

- Don Abbott, who lives 407 W. Neal Spur in Whispering Pines, addressed the Board. Mr. Abbot advised that when he and his wife first noticed construction on the Luster's house, it was in the framing stage with the third story starting to be constructed. He and Mrs. Abbott contacted

County staff and were told that the Lusters were only permitted to build a 2-story house. County staff assured the Abbotts that the Lusters would be contacted and told to stop construction. Mr. Abbott said that construction continued, and he doesn't understand the reason there were no "red tags" placed on this project to stop it until proper approvals could be obtained. Mr. Abbott stated that construction continues so the roof is on and windows were installed yesterday. He stated, "…If there is a problem with them having to bring this project down to the 2 stories as it was, that is their problem; that is not the problem of the community… We were told they were supposed to stop; they did not, they continued, so anything they do to this point and they have to take that project down, that is at their expense and their own fault…"

- Patrice Abbott, who lives 407 W. Neal Spur in Whispering Pines, addressed the Board. She addressed the comments that were made by Mrs. Luster at the Board's July 28th public hearing regarding personal attacks made upon Mrs. Luster and her family by local residents. Ms. Abbott stated that there is no need for Mrs. Luster to be fearful of those who have voiced their opposition to the CUP. She stated, "It produced a comment from you (the Board) that it is really ugly up here. It is not." Mrs. Abbott also commented that she does not believe Mrs. Luster's statement that she did not know of the height requirement. She ended by stating, "If you are going to be influenced by her, don't be."

- James McCracken, who lives at 641 W. Scott Drive in Whispering Pines, addressed the Board. He owns the first property south of the Luster's property. He stated, "I am not against the Lusters; they are my friends. I am against the County not holding everybody to the same standards. That's my beef in this whole deal. They can leave the house like it is, in my opinion; I don't have a problem with it. I do have a problem with the fact that everyone else must put a septic system in and they got an antiquated, old, two-person RV approved. The leach fields come to within 40 feet of my well. That's my only water source; that and they built in the middle of the worst flood zone…"

- Debra Luster, the applicant, who lives at 645 Scott Drive, addressed the Board. She stated, "To me, with all the comments like the Jesus picture, our home is going to be that big no matter what. The question is about 4 feet off the peak. Our house can be 30 feet tall, and so that monstrosity is not what we wanted but it was the only thing we could build from floodplain. When I hear all the comments again, there is not one person that is really addressing what the CUP addresses (which) is the 4 feet off the peak of the roof. Our walls are going to be the same height; nothing else about the monstrosity or how much they are offended about this house. We did not want to build here. We did not have any control over

the FEMA (Federal Emergency Management Agency) floodplain and what they decided. We followed all of the rules. So we did follow all of the rules but the part I feel is not being addressed is to bring the peak of our roof down 4 feet, (and) the expense of the next stage of where this goes on the taxpayers and the community. The County has said every time that they are responsible for this. We have no responsibility, so that is the part, to me, the price of this for all of the legal fees, for all of 4 months all that we have been through. The whole process of this is an enormous amount that I feel like nobody is addressing. Do their taxes want to bring the peak of our roof down 4 feet tall?" Mrs. Luster briefly addressed the personal attacks on her and her family. She stated, "…Not one time have we been accused by the County of having any responsibility with this. We are the ones that are caught in a double bind and that, to me, is why the CUP is, the very value or purpose of the CUP. The County made a mistake. That part of how it is going to affect the taxpayers and affect us has massive consequences for 4 feet off the peak of our roof…"

Ms. Sanders stated that Mr. Dalton suggested that the Board may want to convene in executive session to obtain legal advice on this issue. Chairman Cline closed the public hearing at 11:00 a.m. and asked the Board members if they wanted to vote to go into executive session on this matter. Vice-Chairman Martin asked to hear the Board members' comments. Supervisor Humphrey commented that he has been in the construction business for most of his life. In viewing the neighborhood, he said some of those houses have to be almost 40-foot tall from the low end. He stated, "Kind of where I'm at is it doesn't matter if it's a 1-story house, a 2-story house or a 3-story house, the 30-foot would be visible from the outside and that's what would be blocking a little bit of sunlight or a little bit of view…Kind of where I'm at, when we get into things like this and when it gets up here, no one is going to win. It's a losing situation any way we go…If I were asked to make a motion right now, it would probably be to accept it providing that it meets a 30-foot code, which it is required for the neighborhood."

Chairman Cline expressed a concern about the language cited by Mr. Harper that is contained in the County' Zoning Ordinance and he questioned the authority of the Planning and Zoning Commission. He referenced an earlier statement in the meeting that the Zoning Ordinance was recently revised on November 5, 2019. He asked for Mr. Dalton's opinion. Mr. Dalton stated, "Normally you think of a notice of appeal as being the document that vests an upper body the authority to review a decision of a lower body. Without that notice of appeal, then the upper body doesn't have jurisdiction to review the decision. In this case, we have a problem because when you look at zoning, zoning is not a matter of common law. The only reason that a jurisdiction has authority to zone is because it has been given that authority by the state. For

example, the City of Houston, which I believe is the 4th largest city in the United States, has no zoning. It's hard to imagine what it's like there. There's no zoning because there has never been authority that has been given and accepted to do it. In Arizona, the state has the authority to zone, and it has given authority to the counties. The counties don't have any authority that is greater than what the state gave it…" He referenced Arizona Revised Statute § 11-802 (A), and read aloud the basic content of that paragraph as follows: *'The board of supervisors of a county shall form a planning and zoning commission to consult with and advise it regarding matters of planning, zoning and other things.'* He further stated, "So in the first paragraph it sets up what we understand, which is that the Commissioners are hands to help the Board. They give the Board advice. That's the only authority they are given. Then in the next paragraph, paragraph B of section 11-802 says *'The commission shall act in an advisory capacity to the board and may or, if requested by the board, shall make a report or recommendation.'* Again, the Commission is given limited authority and only for the purpose of being helping hands. The Commission is a servant to the Board. This all makes sense because, in our representative republic, it's the elected officials that are accountable to the public, not appointed commissioners. If the voters don't like what the Supervisors do, they can be voted out of office, but you can't vote a Commissioner out of the Commission because they are appointed. Then finally in paragraph D of section 11-802, it says, paragraph J I should say, subsection 4. Let me start all over. *'The commission shall transmit all of its recommendations, decisions, findings, reports and official actions, regardless of vote, to the board of supervisors.'* Period. It's a mandate. They have to transmit everything they do directly to the Board of Supervisors and there is no requirement that anybody has to file a notice of appeal before they transmit it; it's an automatic transfer. So you say, 'Why does the County Ordinance then require a notice of appeal?' Bad Ordinance, poorly drafted because it is not a valid part of the Ordinance. The Ordinance also doesn't require, and Mr. Harper didn't go into it, but that's not the only provision regarding a conditional use permit. The Ordinance also states that to get a conditional use permit you follow the amendment section of the Ordinance for rezoning. If you go to that section and you treat this like a rezoning, what you have to do is you go to the Commission, have a public hearing, then you go to the Board of Supervisors and have another public hearing, and the Board of Supervisors makes the final decision. There's no discussion about having a notice of appeal. Nothing is required so the Ordinance itself is conflicting. It doesn't clearly say you have to have a notice of appeal. When you have a conflict in an ordinance about what is the thing to do, we have to go back to that thing I was talking about earlier, that zoning is not a matter of common law. In common law, a person can do a lot with their property. They're not restricted by any zoning, setbacks, height requirements, nothing. We'd have to go to common law and say, well, there's a difference in the way you interpret this Ordinance, so let's take a look at what we have here. We have a law, a zoning, which is in derogation of the common law. That means we are going to defer to the rights of the property owner. The rights of

the property owner are, 'build pretty much what you want to build on the property.' So even analyzing our own Ordinance, the ambiguity in it, the unclarity in it, we still come out with deciding they don't need to file a notice of appeal. As I said earlier, we really don't need to get to that because the legislature never gave the Commission authority to make final decisions regarding this kind of a matter."

Mr. Buzan added that when the Zoning Ordinance was revised in November 2019, only certain sections of the Ordinance were revised, and this section being discussed was not updated in 2019. Chairman Cline asked if the language being discussed as to the duties of the Planning and Zoning Commission is untouched from the initial Ordinance. Mr. Buzan replied that the Zoning Ordinance was adopted in 1959 and it has "evolved" over the years by re-writing sections at a time and there was one complete re-write of the Ordinance many years ago. Since that time, only certain sections have been re-written and presented to the Board of Supervisors for approval. He added that the Community Development Department with the help of Mr. Dalton is in the process of completely re-writing the Zoning Ordinance in an effort to "clean up" those sections that conflict with state statute. Chairman Cline urged Mr. Buzan to complete that project as soon as possible.

Vice-Chairman Martin commented that she agrees with Supervisor Humphrey's earlier comment that the height requirement should be 30 feet to be in line with the County Ordinance. Mr. Buzan added that his supervisor said that the motion should include who pays for the reduction in the roof height. Supervisor Humphrey stated that he was ready to make a motion; however, with Mr. Buzan stating that the cost must be included in the motion, he suggested that the Board vote to convene in executive session to discuss that matter.

At 11:16 a.m., Supervisor Humphrey made a motion to go into executive session to obtain legal advice on this issue. Vice-Chairman Martin seconded the motion which passed unanimously.

Chairman Cline reconvened the Regular Meeting at 11:47 a.m. and asked for a motion on this item. Supervisor Humphrey made the following motion: "I move to approve Conditional Use Permit application number CUP-20-01 with modifications; the 30-foot height is met by changing the trusses to meet the height defined by the Gila County (Zoning) Ordinance definition and that there will be no windows in the garage." The motion was seconded by Vice-Chairman Martin and unanimously approved.

Chairman Cline mentioned that in previous discussions there has been a cost associated with the roof; however, he advised the roof cost would not be discussed today as it was not included on the agenda item. He further advised

that staff has been directed to meet with the Lusters on that topic after the meeting.

B. Information/Discussion/Action to adopt Gila County Ordinance No. 2020-02-*Open Outdoor Fire* which supersedes Ordinance No. 11-02-*Open Outdoor Fire.*

Ms. Sanders advised that during a Board of Supervisors' Work Session in April or May 2020, the Board discussed some possible changes to this Ordinance. The Ordinance was initially adopted in 1998, it was revised in 2001 and 2011, so this will be the fourth revision. She added that the concern is that certain language contained in the Ordinance conflicts with Tonto National Forest open outdoor fire definitions. She stated, "Back when this was first adopted, what it plainly says is that when the Tonto Forest goes into a fire ban, so will the unincorporated private property, the private property in the unincorporated areas. That served pretty well until the Tonto National Forest adopted and all forests began doing a staged approach. Our ban goes into effect any time the Tonto Forest goes into a Stage 1 ban, but our definition more closely matches a Tonto Forest State 2 ban. Following a Work Session discussion we had earlier this year and following a conversation that I was having with the Fire Chiefs and with the Tonto Forest staff, it appeared the simplest solution to make the County Ordinance match what the Tonto Forest Stage 2 ban it would be to change this up just enough so that it says that any time the Tonto Forest goes into Stage 2 or greater restrictions, then the County's ban would apply." She added that there are times when a particular Ranger District may go into a fire ban before the rest of the Forest, and the County's Ordinance does not allow it to match the banned geographic area so that has been addressed in this proposed Ordinance.

Ms. Sanders explained that she was expecting to present this revised Ordinance to the Board in the fall after the summer rains when the Forest restrictions would have been lifted. Since there haven't been any rains, the Tonto Forest is not closed but it is currently in Stage 1 restrictions in the Forest. According to the County's Ordinance, the County is in Stage 2 restrictions on private property.

She proceeded to review the proposed changes in the marked-up copy of the Ordinance. Ms. Sanders commented that following the posting of this agenda, she met last week with local Forest Service Chiefs. In general, they were supportive of the proposed Ordinance. The current definition of open outdoor fire is: ***Open outdoor fire*** means any combustion of combustible material of any type outdoors. Ms. Sanders' proposed definition is: ***Open outdoor fire*** means a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney. This includes burning in a burn barrel. One of the Fire Chiefs suggested a change to the definition of open outdoor fire as follows: ***Open outdoor fire*** means a fire

where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney. ~~This~~ An open outdoor fire includes burning in a burn barrel. Ms. Sanders proposed using the definition as proposed by the Fire Chief.

Ms. Sanders advised that she received a public comment from Joe Miller who resides at 8189 Spruce Circle, Payson. He is not opposing the proposed changes to the Ordinance as presented; however, he would like the Board to revisit this Ordinance later to include the sale of firewood during the fire-ban season. There is an issue locally when the Tonto Forest is in a Stage 2 fire ban and the County is in similar restrictions and local convenience stores are still selling firewood to the visitors.

Ms. Sanders stated that there is another proposed change to the definition of barbeque. The current definition is: ***Barbeque*** means fixed or portable device where food is cooked on a metal frame over a fire fueled by a propane or gas course. The proposed definition with one later change is: ***Barbeque*** means fixed or portable device where food is cooked on a metal frame over a fire fueled solely by liquid petroleum or LPG fuels or other fuel that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. The Board members thanked Ms. Sanders for her efforts to ensure the Open Outdoor Fire Ordinance is a comprehensive and easy to understand the document.

Chairman Cline opened the public hearing; there were no comments, so he closed the public hearing and asked for a motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously adopted Ordinance No. 2020-02-*Open Outdoor Fire*. **(A copy of the ordinance is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

C. Information/Discussion/Action to adopt Resolution No. 20-08-03 naming a road in the Tonto Basin area to be called N. Bluebird Road.

Steve Sanders, Public Works Department Director, presented this agenda item. The following information is contained in the staff report for this item. Record of Survey 5104 has split an 8+ acre property into multiple lots with a defined access easement. The property owners have submitted a request to name the road and are consistent in their name that satisfies the 75% threshold of Section 806.A of Gila County Street Naming and Property Numbering Ordinance No. 11-03. The property owners were sent the public notice with a response date of August 10, 2020. This road branches off Forest Service Road 896 commonly referred to as the Bluebird Mine Road and is located in section 13 of T6N R11E on the East side of Tonto Creek. The recorded Record of Survey 5104 did not name the road, but local reference established the Bluebird name

based on the FS road. Section 804 of the Addressing Ordinance limits similar-sounding names within the same zip code. Bluebird is not used elsewhere in Tonto Basin, so the name selection is satisfied. Chairman Cline opened the public hearing; there were no comments, so he closed the public hearing and asked for a motion. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 20-08-03. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

Item 4 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to set primary and secondary property tax rates for 2020 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer; and adopt Resolution No. 20-08-01 providing for the collection of taxes for all jurisdictions by the County Treasurer for FY 2021.

Mary Springer, Finance Director, advised that this is the last day allowed by Arizona law to set the tax rates. She commented that the County Treasurer and Assessor were present at the meeting. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously set primary and secondary property tax rates for 2020 for all taxing jurisdictions within Gila County and conveyed tax rates for all jurisdictions to the County Treasurer; and adopted Resolution No. 20-08-01 providing for the collection of taxes for all jurisdictions by the County Treasurer for FY 2021. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

B. Information/Discussion/Action to authorize the Assessor's Office to issue tax roll corrections on the solar property accounts for tax years 2015 through 2018; and authorize the Treasurer's Office to issue refunds based on the tax roll corrections.

Joseph Williams, Gila County Assessor, advised that years ago when solar panels became prevalent in Arizona, the legislature exempted rooftop solar panels from residential property assessments. In 2015, the ADOR (Arizona Department of Revenue) decided that some of these solar panels, such as those used for covered parking at the Gila County Courthouse and on schools, were producing enough electricity that it was a commodity, so it was decided to value and tax these solar panels. Notification of this change was provided to the Assessors' offices and they were included on the tax bill. The Treasurer sent out the bills which produced a lawsuit from the solar companies. On August 27, 2019, House Bill 2493 went into effect outlining a new method of valuation for solar panels. The new method drastically reduces the value from previous valuation methods, which also reduces the amount of taxes to be paid by solar property owners. The new method is retroactive to the tax year 2015.

HB2493 results in 90-95% of the property taxes paid must be refunded to these companies. Mr. Williams showed a spreadsheet which will result in a total refund in Gila County of approximately $487,000. James Menlove, County Manager, asked Mr. Williams if he has notified those entities of the liability that will be attributed to each entity. Mr. Williams replied that he hasn't notified the affected entities; however, he would reach out to them. Mr. Menlove asked Mr. Williams to reach out to them and the Finance Department as soon as possible to which Mr. Williams agreed. Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the Assessor's Office to issue tax roll corrections on the solar property accounts for tax years 2015 through 2018; and authorized the Treasurer's Office to issue refunds based on the tax roll corrections.

C. Information/Discussion/Action to approve and authorize the Board Chairman to electronically sign the Drug, Gang, and Violent Crime Control Grant Agreement (FY 2021 Award Cycle 34-Grant No. DC-21-004) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of $331,654 to provide continued funding for the Gila County Drug, Gang, and Violent Crimes Task Force for the period of July 1, 2020, through June 30, 2021.

Sarah White, Sheriff's Office Chief Administrative Officer, advised that on March 6, 2020, the Gila County Sheriff's Office electronically submitted a grant application to the Arizona Criminal Justice Commission (ACJC) in the amount of $900,533 in order to provide continued funding for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crimes Task Force. On April 7, 2020, the Board of Supervisors authorized the electronic submission of that grant application to the ACJC. On June 1, 2020, the Gila County Sheriff's Office received written notification from the ACJC of a grant award in the amount of $331,654. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved and authorized the Board Chairman to electronically sign the Drug, Gang, and Violent Crime Control Grant Agreement (FY 2021 Award Cycle 34-Grant No. DC-21-004).

D. Information/Discussion/Action to approve and authorize the Board Chairman to electronically sign FY20 Arizona Coronavirus Emergency Supplemental Funding (ACESF) Program Grant Award No. ACESF-21-021 between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of $169,263 to provide personal protective equipment, overtime and employee related expenses for the period of January 20, 2020 through January 20, 2022.

Ms. White advised that on May 19, 2020, the Gila County Sheriff's Office electronically submitted a grant application to the Arizona Criminal Justice Commission (ACJC) in the amount of $210,817 in order to provide personal

protective equipment (PPE), overtime and employee related expenses resulting from the Coronavirus pandemic impact. On July 7, 2020, the Board of Supervisors authorized the electronic submission of that grant application to the ACJC. On June 8, 2020, the Gila County Sheriff's Office received written notification from the ACJC of a grant award in the amount of $169,263. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved and authorized the Board Chairman to electronically sign FY20 Arizona Coronavirus Emergency Supplemental Funding (ACESF) Program Grant Award No. ACESF-21-021.

E. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. IGA2020-017) in the amount of $412,711.08 beginning July 1, 2020 through June 30, 2025 that is between the Arizona Department of Health Services and Gila County Health and Emergency Management Department which replaces Contract No. ADHS16-098369 to continue providing services under the Healthy People, Healthy Communities Program.

Michael O'Driscoll, Health and Emergency Management Department Director, presented this item, which contained the information listed in the agenda item. This contract is being implemented to replace the previous Contract No. ADHS16-098369 but provides the same services as outlined in the previous contract which contains a total of 9 amendments. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved an Intergovernmental Agreement (Contract No. IGA2020-017).

F. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 072920- *Consultation Services: Sub-grantee for COVID-19 Incident Management Support.*

Mr. O'Driscoll presented this item. The information contained in the staff report for this item is as follows. The Gila County Health and Emergency Management Department has been awarded a 1.6 million dollar Expanded Laboratory Capacity (ELC) grant from the Arizona Department of Health Services in order to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage, and build upon, our existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). In order to accomplish these deliverables, the Gila County Public Health and Emergency Management Department is seeking to find a consultant that can assist with the Department's long-term response to the current COVID-19 pandemic. The consultant will fill multiple full-time, in-

person, on scene, COVID-19 incident support positions to include incident command, logistics, and supply chain, and public information dissemination. Additionally, a heavy focus will be on the planning, development, and implementation of mass vaccinations and a long-term focus on recovery efforts, after-action reporting, and best practice implementation to prepare for future incidents. This project will be funded through February of 2022 and will involve all aspects of the Department's current and future response. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of Request for Proposals No. 072920- *Consultation Services: Sub-grantee for COVID-19 Incident Management Support*.

G. Information/Discussion/Action to approve Purchase Order No. 2021-00000138 in the amount of $144,000 for the Gila House Affordable Housing Project whereby the Gila County Community Services Department, Community Action Program (CAP), will be an active partner with Gila House, Inc. and CAP will serve as a pass-through entity for this funding that will be used to promote affordable housing in Gila County.

Malissa Buzan, Community Services Department Director, advised that Arizona Department of Economic Security for Community Services Block Grant (CSBG) Discretionary Funding became available. The County's Community Action Program (CAP) will collaborate with Gila House Inc., a local non-profit that aims to prevent homelessness and assist victims of domestic violence, through temporary housing. Gila House, Inc. will be the County's partner with ownership of an affordable housing project. The Gila County Community Services Department, CAP, will partner with Gila House, Inc. in order to proceed with an affordable housing project. CSBG Discretionary Funding for SFY 2021 in the amount of $160,000 has been provided to Gila House, Inc., through a partnership with CAP. Purchase Order No. 2021-00000138 in the amount of $144,000 is for an existing complex to be used for affordable housing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Purchase Order No. 2021-00000138.

H. Information/Discussion/Action for the public sale of a portion of New Street (as shown on Miami Map No. 2 GCR Map 23, Gila County Records, Gila County, AZ) to Freeport-McMoRan Miami Inc. in the amount of $1,488.

Steve Sanders, Public Works Department Director, advised that New Street is the entrance to the Freeport-McMoRan Miami Inc. mine site and a good portion of the street is located on the mines side. In April of this year, the Board of Supervisors took an action to declare this street as being an unnecessary roadway. Should the Board approve this sale, Mr. Sanders advised that the last part of the process will be to present a resolution to the Board for

adoption. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved the sale of a portion of New Street (as listed on the agenda item) to Freeport-McMoRan Miami Inc. in the amount of $1,488.

I. Information/Discussion/Action to approve the use of a Sourcewell-Caterpillar-Empire Southwest LLC Contract Agreement (Sourcewell No. 032119-CAT) for the purchase of heavy equipment and related accessories, attachments and supplies in a not to exceed amount of $400,000 for the term beginning August 17, 2020 to August 16, 2021.

Mr. Sanders presented this item. The information contained in the staff report for this item is as follows. On August 7, 2018, the Board of Supervisors awarded Cooperative Agreement Sourcewell 032515-CAT for use in purchasing and repairing heavy equipment with related accessories, attachments, and supplies in the amount of $400,000. The first amendment was approved by the Board of Supervisors on September 3, 2019, to participate until August 6, 2020, and continue to use the Cooperative Agreement with Caterpillar and Empire Southwest, LLC. The new contract (number 032119-CAT) with Caterpillar Inc. and Sourcewell was signed on May 10, 2019, by Sourcewell. Contracts going forward with Caterpillar Inc. and their dealers, Empire Machinery and Empire Southwest will be using contract #032119-CAT until the maturity date of May 13, 2023. The amount of annual heavy equipment purchase, parts, and labor for repair can range from $100,000 to above $400,000 and this agreement could save the County between 3% to 30% in equipment and parts. Contract No. 032119-CAT will serve to exercise the option to renew the contract through May 13, 2023. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved the use of a Sourcewell-Caterpillar-Empire Southwest LLC Contract Agreement (Sourcewell No. 032119-CAT).

J. Information/Discussion/Action to approve Economic Development Grant Agreement No. 07302020 between Gila County and the Town of Miami to provide funding in the amount of $73,000 for the period July 1, 2020 through June 30, 2021 that will be used to help fund the Town's Copper Mountain Transit program formerly known as the Cobre Valley Community Transit System.

Mary Springer, Finance Director, advised that Joseph Heatherly, Town of Miami Manager, prepared a presentation to the Board which is attached to the agenda item. Given the length of this meeting, Ms. Springer stated that Mr. Heatherly offered to provide the presentation to the Board later if the Board so chooses. The following information is contained in the staff report for this item. Dating back to 2012, Gila County has been providing an economic development grant to the Town of Miami to assist the Town with the costs to operate its Cobre Valley Community Transit (CVCT) System. This System

provides transit to not only the Town of Miami residents but to City of Globe residents and those people that reside in unincorporated Gila County. The CVCT System has a fixed route and its "Dial-A-Ride" program has been operational since 1987. On September 26, 2017, the Board of Supervisors approved Agreement No. 072417 to provide economic development funds to the Town of Miami for its CVCT System in the amount of $61,000 as the Board determined that the CVCT System is for the benefit of the public and it improves or enhances the economic welfare of the inhabitants of Gila County. Granting of these funds was allowed per the requirements outlined in A.R.S. § 11-254. On June 19, 2018, the Town of Miami Manager, Joseph Heatherly, presented an update of the CVCT System's activities over the last year, July 2017 to June 2018, as required by Agreement No. 072417. At that time, the current local match split was $61,000 being provided by Gila County; $61,000 being provided by the City of Globe; and approximately $73,000 being provided by the Town of Miami. Mr. Heatherly pointed out that the Town provided ridership studies that substantiate its position that the majority of those who utilize the system is not Miami Town residents. The ridership is more heavily weighted toward Globe and unincorporated County residents. Based on actual costs and the ridership, the Town of Miami requested to split the operating costs equally between the three entities as follows: Miami-$73,000; Globe-$73,000; and unincorporated Gila County-$73,000. Beginning with the fiscal year 2018-2019, the Board of Supervisors unanimously voted to provide $73,000 to the Town of Miami for the CVCT System. Economic Development Grant Agreement No. 07302020 continues to provide funding in the amount of $73,000 for FY2021.

In late 2019, the Transit Advisory Committee voted to change the name of the CVCT System to Copper Mountain Transit. This action was taken to separate from the Cobre Valley Regional Medical Center and the misconception that the Town only operates transit services to and from the hospital.

Supervisor Humphrey asked if the City of Globe still contributes to the Copper Mountain Transit program. Ms. Springer replied that the Globe City Council typically approves its contribution of $73,000 once it has been confirmed that Gila County has approved its contribution.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Economic Development Grant Agreement No. 07302020.

Note: After the Chairman read aloud agenda item K, James Menlove, County Manager, asked to revisit agenda item 4J. He advised that Gila County is working through CAG (Central Arizona Governments) to do a public transportation study that is being funded by a grant.

K. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 072120-*Lobbyist Services*.

Mr. Menlove advised that there have been numerous conversations at the state level regarding the proposed construction of the Tonto Creek Bridge. It is his belief that there needs to be a lobbyist who would represent Gila County at the state level. At present, Patricia Power of Bose Public Affairs Group provides lobbyist services to Gila County at the federal level. Mr. Menlove stated, "We need to have someone continually pushing senators and representatives at the state level. I don't know what it looks like or what it brings, but I asked Mary (Springer) to put together an RFP (Request for Proposals)." Vice-Chairman Martin and Supervisor Humphrey agreed that it would be beneficial to have a lobbyist represent the County at the state level. Chairman Cline questioned the need to have a lobbyist as he believes that the County Supervisors Association (CSA) provides those types of services. He also commented that the Board members have been very effective in lobbying directly with senators and representatives on the County's issues. He stated, "They listen to us. We have had tremendous support for the Tonto Creek Bridge that would have been funded if we did not have the COVID problem. I don't see it." Mr. Menlove replied that CSA is represented by all 15 Arizona counties and for CSA staff to lobby on issues at the state level, the issue must first be approved by a majority vote of CSA member counties. As an example, Mr. Menlove stated that Gila County recently presented some legislative changes to liquor laws at the annual CSA Summit; however, that issue didn't move forward because it didn't receive enough support from CSA member counties. He stated that Craig Sullivan, CSA Executive Director, said he would try to help the County on issues. Chairman Cline commented that the Board recently committed a considerable amount of money on capital improvement projects and some other large projects, so he is cautious about spending money on another lobbyist. Should an important issue arise for Gila County that would require a state lobbyist, Chairman Cline suggested entering into a contract on a case by case basis. He commented that he was not comfortable approving this RFP as he has not reviewed the scope of work. Ms. Sanders provided some additional information on how issues are selected by member counties through CSA. She added that long ago the County did have a lobbyist and then later staff took on the responsibility of lobbying. She affirmed that a few small counties have hired a lobbyist on a retainer to use on a case by case basis. Ms. Sanders stated that the County could advertise this RFP; however, it does not mean that a contract must be awarded. Chairman Cline stated, "I don't have enough information. I didn't know this was on there (the meeting agenda), so I have lots of questions. Do we need to spend any extra dollars? We are spending a lot of money right now and need to question do we need this?" Vice-Chairman Martin commented that Greenlee, Apache, and Graham Counties have jointly hired a state lobbyist. She thinks that it would be a good idea to advertise the RFP to see who responds. Vice-Chairman Martin made a motion to authorize the advertisement of Request for Proposals No. 072120-*Lobbyist Services*,

which was seconded by Supervisor Humphrey. Chairman Cline voted against the motion which passed by a 2 to 1 vote.

L. (Motion to recess as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/ Discussion/Action to approve Library Service Agreements for Globe, Isabelle Hunt (Pine), Miami, Payson, Tonto Basin, and Young public libraries for the period July 1, 2020, to June 30, 2021. (**Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board recessed as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors to address this agenda item.

Ms. Sanders advised that the Library Service Agreements are presented annually to the Board for approval. In the past, 8 agreements have been presented. She explained that the Town of Hayden has been experiencing financial difficulties so the County is currently operating the Hayden Library on behalf of the Town of Hayden with the funds that would have been provided to the Town for this fiscal year. Ms. Sanders advised that she has not yet received a signed Library Service Agreement for the San Carlos Library.

Library funding is based on the aggregate percentages of the four library service measures, from the baseline FY 12, along with a base amount for each of the community libraries. This year's funding totals are as follows:
Globe Public Library - $113,600
Isabelle Hunt Memorial Public Library (Pine) - $112,100
Miami Memorial Public Library - $55,960
Payson Public Library - $235,000
Tonto Basin Public Library - $72,930
Young Public Library - $58,750

The Library District will distribute these amounts in two installments -- the first in November 2020 and the second in May 2021.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Martin, the Board unanimously approved Library Service Agreements for Globe, Isabelle Hunt (Pine), Miami, Payson, Tonto Basin, and Young public libraries for the period July 1, 2020, to June 30, 2021.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of the appointment of Ms. Judith Joseph as a Justice of the Peace Pro Tempore for the Payson Justice Court with the term expiring on December 31, 2020.

B. Approval of Amendment No. 4 to Professional Services Contract No. 051418 with the Law Offices of Samantha Sue Elledge PLLC to extend the term of the contract for one additional year from July 1, 2020, to June 30, 2021; and to decrease the contract by $7,200 for a new total contract amount of $79,200.

C. Authorization for the Gila County Animal Care & Control Division to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee in the amount of $10,000 to expand its discounted spay/neuter services in Gila County for a period of one year.

D. Approval of Intergovernmental Agreement No. C-50-21-___-X-00, between Maricopa County and Gila County regarding the continued use of the Maricopa County Sheriff's Office Sworn and Detention Officer Basic Training Academy for the period of July 1, 2020 through June 30, 2022.

E. Approval of Amendment No. 4 to Contract No. 019-0444 between the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and the Gila County Community Services Department, Housing Services, whereby PGCSC will provide funding in the amount of $10,226 to be used for home repair and renovations to eligible citizens residing in Gila County effective July 1, 2020 through June 30, 2021.

F. Authorization of the Chairman's signature on the Quit Claim Deeds for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel numbers 206-06-033, 206-06-056, 206-10-022, 206-11-025, 206-11-056 and 301-07-208D to Joshua Sulwer.

G. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 207-09-075 to Corey Busboom.

H. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 204-03-028 to Blake Overman.

I. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 206-03-009 to Freeport-McMoRan Miami Inc.

J. Approval of the Board of Supervisors' July 28, 2020 and August 4, 2020 meeting minutes.

K. Approval of the Human Resources Department monthly activity reports for July 2020.

JULY 7, 2020

DEPARTURES:
1. Lydia Towell - Payson Justice Court - Justice Court Clerk - 07/01/20 - General Fund - DOH 11/07/17

OTHER ACTIONS:
2. Malissa Buzan - Community Services - Director Community Services - 07/01/20 - Various Funds - Fund code change
3. Anna Marie Levario - Community Services - Administrative Clerk Senior - 07/01/20 - Various Funds - Fund code change

REQUEST TO POST:
4. Facilities and Land Management - Building Maintenance Technician - Vacated by David Dumler

JULY 14, 2020

DEPARTURES:
1. Clayton Johnson - Public Works - Construction Project Manager - 07/22/20 - Public Works Fund - DOH 08/27/18

END PROBATIONARY PERIOD:
2. Stephanie Hunsaker - Payson Justice Court - Justice Court Clerk Senior - 06/02/20 - General Fund
3. Yvette Hoffman - Payson Justice Court - Justice Court Clerk Lead - 06/02/20 - General Fund

JULY 21, 2020

NEW HIRES:
1. Mariah Campagna - Clerk of Superior Court - Court Clerk - 08/03/20 – General (.50)/IV-D Child Support (.50) Funds - Replacing Yolanda Spurgeon
2. Jamie Roberts - Public Works - Road Maintenance and Equipment Operator - 08/03/20 - Public Works Fund - Replacing Susan Smith

3. John Loos - Public Works - Automotive Mechanic - 08/03/20 - Fleet Management Fund - Replacing Michael Wicks

END PROBATIONARY PERIOD:
4. Steven Saiz - Public Works - Road Maintenance Worker - 08/03/20 - Public Works Fund

REQUEST TO POST:
5. Public Works - Construction Public Manager - Vacated by Clayton Johnson

JULY 28, 2020

DEPARTURES:
1. Daniel Boyce - Computer Services - Summer Youth Participant - 07/17/20 - General Fund - DOH 06/08/20
2. Tyler Shreeve - Computer Services - Summer Youth Participant - 07/17/20 - General Fund - DOH 06/10/19
3. Reina Gardner - Sheriff's Office - Detention Officer - 08/06/20 - General Fund - DOH 03/28/16
4. Karen Aguero Ponce - Library District - Early Literacy Community Liaison - 06/30/20 - Library District Grants Fund - DOH 09/03/19
5. Kimberly Hare - Library District - Early Literacy Community Liaison - 06/30/20 - Library District Grants Fund - DOH 08/13/18
6. Thuy Mai Bishop - Library District - Early Literacy Program Coordinator - 06/30/20 - Library District Grants Fund - DOH 08/05/19
7. Jacob Fitzhugh - Community Development - Summer Youth Participant - 07/17/20 - General Fund - DOH 06/08/20
8. Mackenzie Weaver - Community Development/Facilities and Landfill Management - Summer Youth Participant - 07/17/20 – General (.50)/Facilities Management (.50) Funds - DOH 06/08/20
9. Jillian Skaggs - Sheriff's Office - Summer Youth Participant - 07/17/20 - General Fund - DOH 06/08/20
10. Angel Soto Machado - Community Services - Summer Youth Participant - 07/19/20 - Supplemental Nutrition Assistant Program Fund - DOH 06/08/20
11. Gabriel Richardson - Elections - Summer Youth Participant - 07/17/20 - General Fund - DOH 06/08/20
12. Dylan Olson - Elections - Summer Youth Participant - 07/17/20 - General Fund - DOH 06/08/20
13. Jazlyn Grice - Board of Supervisors - Summer Youth Participant - 07/17/20 - General Fund - DOH 06/08/20

NEW HIRES:
14. Gary Scales - Globe Justice Court - Judge Pro Tempore - 07/01/20 - General Fund

TEMPORARY HIRES TO COUNTY SERVICES:

15. Claudia Brooks - Public Works - Temporary Scalehouse Attendant - 07/27/20 - Recycling and Landfill Management Fund

END PROBATIONARY PERIOD:
16. Casey Clifton - Community Development - Zoning and Building Inspector - 07/20/20 - General Fund
17. Leia Foehr - Sheriff's Office - Nurse-Jail - 06/10/20 - General Fund

OTHER ACTIONS:
18. Bradley Soos - County Attorney's Office - Chief Deputy County Attorney - 08/03/20 - General Fund - Change in hours from 32 to 40 a week
19. Elaine Votruba - Library Districts - Public Services Librarian - 07/01/20 - From Library District (.16)/Library Assistance (.84) Funds - To Library Assistance Fund - Change in fund code and salary correction
20. Justin Montijo - Sheriff's Office - Deputy Sheriff - 09/02/20 - General Fund - Extending probationary period an additional six months
21. Aaron Heck - Sheriff's Office - Deputy Sheriff - 08/19/20 - General Fund - Extending probationary period an additional six months

REQUEST TO POST:
22. Health and Emergency Services - Communicable Disease Specialist - New grant award

L. Approval of finance reports/demands/transfers for the reporting period of July 1, 2020 through July 31, 2020.

Approve demands and budget amendments for operating transfers. Warrant numbers 303807 through 303952, 303954 through 304064, 304066 through 304153, 304155 through 304241, and 304243 through 304329 totaling $5,002,300.39 for the period 07-01-20 through 07-31-20.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published**. (A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

M. Acknowledgement of contracts under $50,000 which have been approved by the County Manager for the month of July 2020.

N. Approval to terminate Contract No. DI16-002156 with the Arizona Department of Economic Services (ADES) effective November 15, 2020,

whereby the County Attorney's Office will no longer provide child support services for Gila County.

Chairman Cline asked the Supervisors if there were any items they wanted moved to the Regular Agenda for discussion and action. Supervisor Humphrey replied that he didn't want to move any items to the Regular Agenda; however, he pointed out that he is pleased to see that 9 more state-owned properties have been sold which are listed as items 5F through 5I. Chairman Cline read aloud item 5N and stated that anyone wanting additional information on this item should contact the County Attorney's Office. He then asked for a motion.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved Consent Agenda items 5A-5N.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There weren't any public comments.

Item 7 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.

Supervisors Humphrey and Cline presented a summary of current events.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously voted to go into executive session at 1:00 p.m. to address item 8A.

Item 8 – EXECUTIVE SESSION ITEMS:

A. Information/Discussion/Action: Vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) to discuss settlement negotiations in multi-district opioid litigation.

Chairman Cline reconvened the Regular Meeting at 1:21 p.m. and asked for a motion on item 8A. Upon motion by Supervisor Humphrey, seconded by Vice-

Chairman Martin, the Board unanimously directed the Deputy County Attorney, Civil Bureau Chief, to proceed on this issue as directed in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 1:22 p.m.

APPROVED:

_____

Woody Cline, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: August 20, 2020

WOODY CLINE Chairman	**MARIAN SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marian Sheppard
TIM R. HUMPHREY Member	Gila County Courthouse Globe, Arizona

PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (by phone); and Tim R. Humphrey (by phone), Member.

STAFF PRESENT: Jacque Sanders, Deputy County Manager, District Librarian; Marian Sheppard, Clerk of the Board; and Melissa Henderson Deputy Clerk.

Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE

Chairman Cline called the Emergency Meeting to order at 2:46 p.m. and Jacque Sanders led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Resolution No. 20-08-04 issuing a Declaration of Emergency in Gila County due to the Salt, Gin, and Griffin Fires that began on August 17, 2020; and authorize the Chairman of the Board of Supervisors to take all further actions as may be necessary or appropriate to implement this declaration pursuant to Arizona Revised Statute § 26-311.

Michael O'Driscoll, Health and Emergency Management Department Director, advised that Salt, Gin, and Griffin Fires began on Monday, August 17, 2020, in the Tonto National Forest near 7-Mile Wash to Pinto Valley, AZ and now impacts the Roosevelt Estates, Roosevelt Resort, Rockhouse, Spring Creek, Hay Hook, Quail Run and Wheatfields communities in Gila County. He further advised that by the Board of Supervisors adopting Resolution No. 20-08-04, it provides for the declaration of the emergency and authorizes the Board Chairman to take all further actions as may be necessary or appropriate to implement this declaration pursuant to state statute. He stated, "The Declaration of Emergency also includes for post fire flooding that covers Gila

County for any kind of reimbursement." The Board members thanked Mr. O'Driscoll for the update.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously adopted Resolution No. 20-08-04. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 2:51 pm.

APPROVED:

_____

Woody Cline, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

ARF-6203 **Consent Agenda Item** **3. D.**

Regular BOS Meeting

Meeting Date: 09/01/2020

Reporting Period: July 2020

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Esther Canez, Chief Deputy Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Office Monthly Report for July 2020

Suggested Motion

Acknowledgment of the July 2020 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerks Report - July 2020

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

JULY 2020

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

Anita Escobedo

ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of July 2020.

ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 4th day of August 2020.

ESTHER CANEZ
Chief Deputy

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 8/3/2020 9:48:13 AM

Criteria : From Date : 7/1/2020 To Date :7/31/2020

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$2590.66		($1866.50)		$724.16	$0.00
		NBSA	NEGATIVE BALANCE SUSPENSE ACCT			$32.42		$32.42	$0.00
		ZOVER	OVERPAYMENT FUND	$320.00		($32.42)		$287.58	$0.00
			SubTotal:	**$2910.66**		**($1866.50)**		**$1044.16**	**$0.00**
Agency Name : ALLOCATION ADJUSTMENT REFUNDS									
AAR	ALLOCATION ADJUSTMENT REFUNDS	AARA	ALLOCATION ADJUSTMENT REFUND ACCOUNT			$100.00		$100.00	$0.00
			SubTotal:			**$100.00**		**$100.00**	**$0.00**
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$35450.00			($17500.00)	$17950.00	$0.00
			SubTotal:	**$35450.00**			**($17500.00)**	**$17950.00**	**$0.00**
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	$146.00				$146.00	$0.00
			SubTotal:	**$146.00**				**$146.00**	**$0.00**
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2902.27		$36.01		$2938.28	$146.91
		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	$1193.12		$15.33		$1208.45	$60.42
			SubTotal:	**$4095.39**		**$51.34**		**$4146.73**	**$207.33**
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	$4.62				$4.62	$0.23

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	$36.98				$36.98	$1.85
		ZVAPB	30% INTERSTATE COMPACT	$39.00				$39.00	$1.95
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$514.68		$0.00		$514.68	$0.00
		ZADPS	ADPS FORENSICS FUND (12-116.01K)	$6.24				$6.24	$0.31
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$67.51		$0.86		$68.37	$3.42
		ZATT	ATTORNEY FEE REIMBURSEMENT	$2330.00		$25.00		$2355.00	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$630.00				$630.00	$31.50
		ZFEE	BASE FEES (GENERAL FUND)	$6087.17		$75.52		$6162.69	$308.13
		ZFINE	BASE FINES	$3854.97				$3854.97	$192.75
		ZFORF	BOND FORFEITURES				$17500.00	$17500.00	$875.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	$130.00		($100.00)		$30.00	$1.50
		ZCEF	CLEAN ELECTIONS FUND	$149.98				$149.98	$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND-STATE	$94.98				$94.98	$4.75
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	$5.00				$5.00	$0.25
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$49.26		$0.61		$49.87	$2.49
		ZJDET	COUNTY JUV DETENTION	$30.98				$30.98	$1.55
		ZCLLF	COUNTY LAW LIBRARY FUND	$2902.24		$36.01		$2938.25	$146.91

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$717.12				$717.12	$35.86
		ZDNAS	DNA STATE SURCHARGE	$78.24				$78.24	$3.91
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1424.86		$15.00		$1439.86	$71.99
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$366.50		$4.54		$371.04	$18.55
		ZDREF	DOMESTIC RELATIONS EDUCATION	$105.00				$105.00	$5.25
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	$1694.63		$20.88		$1715.51	$85.78
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$90.09				$90.09	$4.50
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$137.78				$137.78	$6.89
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$5.91				$5.91	$0.30
		ZFAR4	ENHANCED FARE DELINQUENCY	$363.84		($49.00)		$314.84	$0.00
		ZFAR3	ENHANCED FARE SPECIAL COLLECTIONS	$187.87		($25.95)		$161.92	$0.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$388.50				$388.50	$19.43
		ZWITN	EXPERT WITNESS FUND	$900.00				$900.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$124.78				$124.78	$6.24
		ZFAR2	FARE DELINQUENCY FEE	$198.42				$198.42	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$39.07				$39.07	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$104.98				$104.98	$5.25
		ZCC	GEN JURIS CONCILIATION COURT	$1754.06		$65.00		$1819.06	$90.95

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZGCAT	GILA COUNTY ATTORNEY - 60%	$6115.59		($50.43)		$6065.16	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$1019.21		($8.40)		$1010.81	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$3057.88		($25.22)		$3032.66	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1425.46		$17.70		$1443.16	$72.16
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$3620.13		$45.03		$3665.16	$183.26
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$178.55				$178.55	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$331.60				$331.60	$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$715.00				$715.00	$35.75
		ZJS	JUVENILE PROBATION SERV FEES	$227.12				$227.12	$11.36
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$199.12				$199.12	$9.96
		ZMISC	MISCELLANEOUS FEES	$1.61				$1.61	$0.08
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	$8.08				$8.08	$0.40
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	$10.40				$10.40	$0.52
		ZPCOF	PRISON CONSTRUCTION AND	$919.64				$919.64	$45.98
		ZPBA	PROBATION FEE ADULT	$13774.44		$360.27		$14134.71	$706.74
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$45.36				$45.36	$0.00
		ZRCF	RESOURCE CENTER FUND	$240.36		$3.01		$243.37	$12.17

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZSMEN	SPOUSAL MAINTENANCE FUND	$134.92		$5.00		$139.92	$7.00
		ZSTAT	STATE TREASURER - GENERAL FUND	$25.00				$25.00	$1.25
		ZTECH	TECHNICAL REGISTRATION FUND	$0.22				$0.22	$0.01
		ZVCAF	VICTIM COMPENSATION AND ASSISTANCE FUND	$0.71				$0.71	$0.04
		ZVAF	VICTIMS ASSISTANCE FUND	$91.00				$91.00	$4.55
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	$1.04				$1.04	$0.05
		ZVRF	VICTIM'S RIGHTS FUND	$1.15				$1.15	$0.06
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$106.00		$25.00		$131.00	$6.55
		ZPRS9	ZPRS9	$92.44				$92.44	$4.62
			SubTotal:	**$57957.29**		**$440.43**	**$17500.00**	**$75897.72**	**$3030.00**
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$12282.39		$1274.73		$13557.12	$0.00
			SubTotal:	**$12282.39**		**$1274.73**		**$13557.12**	**$0.00**
			Grand Total:	**$112841.73**		**$0.00**	**$0.00**	**$112841.73**	**$3237.33**

Less Shaded Areas--

Bonds	-$17950.00
Restitution	-$13557.12
D.A.R.E.	-$ 146.00
Negative Balance SuspenseAAcct.	-$ 32.42
Overpayment Fund	-$ 287.58
Allocation Adjustment Refund Account	-$ 100.00
Hold Account	-$ 724.16
	$80044.45

ARF-6219 **Consent Agenda Item** **3. E.**

Regular BOS Meeting

Meeting Date: 09/01/2020

Reporting Period: Recorder's Office Monthly Report for July 2020

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for July 2020

Suggested Motion

Acknowledgment of the July 2020 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's July 2020 Monthly Report

Gila County Recorder

REPORT FOR THE MONTH OF JULY 2020

I, SADIE JO BINGHAM, Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham

Sadie Jo Bingham, Gila County Recorder

Bank Deposit

From07/01/2020To07/31/2020

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,078.00	
Check	$8,495.70	
Credit Card OTC	$1,887.77	
Electronic Transfer	$31,650.00	
Total Deposit	$43,111.47	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
6971	Jul 1, 2020	13_Payson_Wed / 6748	$1,260.00	$1,260.00		Bank Account
6972	Jul 1, 2020	3_ReceiptStation1_Wed / 6747	$122.00	$122.00		Bank Account
6973	Jul 2, 2020	14_Payson_Thu / 6750	$2,700.00	$2,700.00		Bank Account
6974	Jul 2, 2020	4_ReceiptStation1_Thu / 6749	$366.00	$366.00		Bank Account
6975	Jul 6, 2020	11_Payson_Mon / 6751	$2,943.00	$2,943.00		Bank Account
6976	Jul 6, 2020	1_ReceiptStation1_Mon / 6752	$405.00	$405.00		Bank Account
6977	Jul 7, 2020	12_Payson_Tue / 6754	$2,522.00	$2,522.00		Bank Account
6978	Jul 7, 2020	2_ReceiptStation1_Tue / 6753	$196.00	$196.00		Bank Account
6979	Jul 8, 2020	3_ReceiptStation1_Wed / 6755	$107.00	$107.00		Bank Account
6980	Jul 8, 2020	13_Payson_Wed / 6756	$2,538.00	$2,538.00		Bank Account
6981	Jul 9, 2020	4_ReceiptStation1_Thu / 6757	$165.00	$165.00		Bank Account
6982	Jul 9, 2020	14_Payson_Thu / 6758	$2,040.00	$2,040.00		Bank Account
6983	Jul 10, 2020	5_ReceiptStation1_Fri / 6760	$1,276.00	$1,276.00		Bank Account
6984	Jul 10, 2020	15_Payson_Fri / 6761	$2,280.00	$2,280.00		Bank Account
6985	Jul 13, 2020	1_ReceiptStation1_Mon / 6762	$2,707.00	$2,707.00		Bank Account
6986	Jul 13, 2020	11_Payson_Mon / 6763	$1,050.00	$1,050.00		Bank Account
6987	Jul 14, 2020	2_ReceiptStation1_Tue / 6764	$3,487.00	$3,487.00		Bank Account
6988	Jul 14, 2020	12_Payson_Tue / 6765	$1,620.00	$1,620.00		Bank Account
6991	Jul 15, 2020	3_ReceiptStation1_Wed / 6766	$1,865.00	$1,865.00		Bank Account
6992	Jul 15, 2020	13_Payson_Wed / 6768	$1,081.00	$1,081.00		Bank Account
6993	Jul 16, 2020	4_ReceiptStation1_Thu / 6769	$1,359.00	$1,359.00		Bank Account
6994	Jul 16, 2020	14_Payson_Thu / 6770	$1,590.00	$1,590.00		Bank Account
6995	Jul 17, 2020	5_ReceiptStation1_Fri / 6771	$2,396.15	$2,396.15		Bank Account
6996	Jul 17, 2020	15_Payson_Fri / 6772	$1,820.00	$1,820.00		Bank Account
6997	Jul 20, 2020	1_ReceiptStation1_Mon / 6773	$1,654.00	$1,654.00		Bank Account
6998	Jul 20, 2020	11_Payson_Mon / 6774	$2,223.00	$2,223.00		Bank Account
6999	Jul 21, 2020	2_ReceiptStation1_Tue / 6775	$2,412.00	$2,412.00		Bank Account
7000	Jul 21, 2020	12_Payson_Tue / 6776	$1,850.00	$1,850.00		Bank Account
7001	Jul 22, 2020	3_ReceiptStation1_Wed / 6777	$1,872.00	$1,872.00		Bank Account
7002	Jul 23, 2020	13_Payson_Wed / 6778	$1,194.00	$1,194.00		Bank Account
7003	Jul 23, 2020	4_ReceiptStation1_Thu / 6779	$1,276.00	$1,276.00		Bank Account
7004	Jul 23, 2020	14_Payson_Thu / 6780	$1,085.00	$1,085.00		Bank Account
7005	Jul 24, 2020	5_ReceiptStation1_Fri / 6781	$1,679.19	$1,679.19		Bank Account
7006	Jul 24, 2020	15_Payson_Fri / 6782	$2,368.00	$2,368.00		Bank Account
7007	Jul 27, 2020	1_ReceiptStation1_Mon / 6783	$3,202.00	$3,202.00		Bank Account
7008	Jul 27, 2020	11_Payson_Mon / 6784	$1,262.00	$1,262.00		Bank Account
7009	Jul 28, 2020	2_ReceiptStation1_Tue / 6785	$1,315.00	$1,315.00		Bank Account
7010	Jul 28, 2020	12_Payson_Tue / 6786	$1,465.00	$1,465.00		Bank Account
7011	Jul 29, 2020	3_ReceiptStation1_Wed / 6787	$1,579.70	$1,579.70		Bank Account
7012	Jul 29, 2020	13_Payson_Wed / 6788	$1,051.00	$1,051.00		Bank Account
7013	Jul 30, 2020	4_ReceiptStation1_Thu / 6790	$1,836.00	$1,836.00		Bank Account
7014	Jul 30, 2020	14_Payson_Thu / 6789	$1,690.00	$1,690.00		Bank Account

Bank Deposit

From07/01/2020To07/31/2020

7015	Jul 31, 2020	5_ReceiptStation1_Fri / 6791	$2,307.43	$2,307.43	Bank Account
7016	Jul 31, 2020	15_Payson_Fri / 6792	$2,525.00	$2,525.00	Bank Account
7017	Jul 31, 2020	Web / 6759	$55.00	$55.00	Bank Account
7033	Jul 31, 2020	previousday / 6811	$30.00	$30.00	Bank Account
7034	Jul 31, 2020	previousday / 6795	$2,460.00	$2,460.00	Bank Account

Total	$76,286.47	$76,286.47
Non-Deposit Total	($33,175.00)	($33,175.00)
Deposit Total	**$43,111.47**	**$43,111.47**
Total Till Over/Short		$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$1,501.00	($150.00)	$1,351.00
Cash	Cash/Check	$9,573.70	$0.00	$9,573.70
creditcard	credit card	$1,887.77	$0.00	$1,887.77
creditcardweb	Credit Card Web	$24.00	$0.00	$24.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$11.00	($11.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$4.00	($4.00)	$0.00
ETransfer	Electronic Transfers	$31,650.00	$0.00	$31,650.00
	Total	**$44,651.47**	**($165.00)**	**$44,486.47**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$15.00	($15.00)	$0.00
	Total	**$15.00**	**($15.00)**	**$0.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($670.00)	($670.00)
1005-120-01-4612-002	Certified Seal	$0.00	($30.00)	($30.00)
1005-120-01-4612-003	Postage	$0.00	($1.00)	($1.00)
1005-120-01-4612-012	Overpayment	$0.00	($7.00)	($7.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($20.00)	($20.00)
1005-120-01-4612-023	Recording Fee	$0.00	($36,897.00)	($36,897.00)
1005-120-01-4612-023-1	General Fund - Voter	$0.00	($28.52)	($28.52)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($5,712.00)	($5,712.00)
7147-120-01-4612-018	Voter	$0.00	($375.95)	($375.95)
7147-120-01-4774-031	Miscellaneous	$0.00	($745.00)	($745.00)
eRecording	eRecording	$31,635.00	($31,635.00)	$0.00
	Total	**$31,635.00**	**($76,121.47)**	**($44,486.47)**
	Total	**$76,301.47**	**($76,301.47)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$9,573.70	$0.00	$9,573.70
	Range Total	**$9,573.70**	**$0.00**	**$9,573.70**

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2020 - 07/31/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(130.00)	1.00	0.00	(129.00)
ADOT	AZ DEPT OF TRANS	(224.50)	0.00	0.00	(224.50)
APS	APS/COPIES	(80.00)	0.00	0.00	(80.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	(288.00)	118.00	0.00	(170.00)
AWC	ARIZONA WATER COMPANY	(32.00)	0.00	0.00	(32.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1,050.80)
AZDWR	ARIZONA DEPARTMENT OF WATER RESOURCES	(100.00)	0.00	0.00	(100.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
BK	BILL KING	(761.00)	0.00	0.00	(761.00)
CRSI	Colorado Records Sooner Inc	(30.00)	0.00	0.00	(30.00)
CTS	COMPLETE TITLE SOLUTIONS	(47.00)	0.00	0.00	(47.00)
D2	D2 SURVEYING LLC	(305.00)	48.00	0.00	(257.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	13,410.00	(13,410.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(96.00)	13.00	0.00	(83.00)
EPN	eRecording Partners Network	(1,000.00)	1,500.00	(1,500.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(50.00)	0.00	0.00	(50.00)
FARES	CORELOGIC	(611.40)	190.00	0.00	(421.40)
FATM	FIRST AMERICAN MICROFICHE	(37.20)	0.00	0.00	(37.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(2,233.20)	190.00	0.00	(2,043.20)
GCCD	GILA COUNTY COMMUNITY	164.50	0.00	0.00	164.50

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2020 - 07/31/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
	DEVELOPMENT				
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(56.00)	0.00	0.00	(56.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	300.00	(300.00)	(1,000.00)
Ingeo	Ingeo - eRecording	(1,127.00)	3,720.00	(3,720.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	15.00	(15.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(156.00)	0.00	0.00	(156.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(855.00)	0.00	0.00	(855.00)
NewAcct1	Applied Technology Resources Inc	(190.00)	0.00	0.00	(190.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(7,646.00)	175.00	0.00	(7,471.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(7,033.00)	564.00	0.00	(6,469.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(231.00)	12.00	0.00	(219.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(2,285.00)	12,705.00	(12,705.00)	(2,285.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(979.20)	0.00	0.00	(979.20)
TD	Timely Documents	(98.00)	0.00	0.00	(98.00)
ZILL	ZILLOW	(1,140.00)	190.00	0.00	(950.00)

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2020 - 07/31/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
Totals		(35,114.70)	33,151.00	(31,650.00)	(33,613.70)

Account	DS	EPN	Indecomm	Ingeo	IRS	Simplifile
Amount applied	$ 10,800.00	$ 1,500.00	$ 300.00	$ 3,660.00	$ 15.00	$ 12,105.00
To come in August	$ 840.00			$ 60.00		$ 600.00
	$1,770.00					
Total	$ 13,410.00	$ 1,500.00	$ 300.00	$ 3,720.00	$ 15.00	$ 12,705.00

Sadie Bingham
Gila County Recorder

FY 2019

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining Fee 7146	State mining	Interest	Refunds	MISC	Recorder Check to Treasurer
July	1560	$ 5,712.00	$ 37,653.52	$ 1,120.95	$ -	$ -	$ -	$ -	$ -	$ 44,486.47
Aug										
Sept										
Oct										
Nov										
Dec										
Jan										
Feb										
Mar										
Apr										
May										
June										
Total	1560	$ 5,712.00	$ 37,653.52	$ 1,120.95	$ -	$ -	$ -	$ -	$ -	$ 44,486.47

Fiscal Year
All Monies $ 44,486.47

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 8/12/20

CONTRACT #

GRANT #

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder (120)

BILLING PERIOD July 1-31, 2020

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.120.3400.99		Recording Fee	37653	52
7145.120.3400.99		Recording Storage	5712	—
7147.120.3400.99		Computer Svs	1120	95
			44486	47

Preparer Signature: Title Chief Deputy

Approved Signature: Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	44436.47
Total	44436.47

TREASURER By Date 8/13/2020

ORIGINAL OFFICE

145214

ARF-6218 **Consent Agenda Item 3. F.**

Regular BOS Meeting

Meeting Date: 09/01/2020

Reporting Period: Globe Regional Constable Office Monthly Report for July 2020 and Fiscal Year 19-20

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Michael Sellars, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Activity Report for July 2020 and Fiscal Year 2019-2020 Report.

Suggested Motion

Acknowledgment of the July 2020 monthly activity report and the FY 2019-2020 report submitted by the Globe Regional Constable's Office.

Attachments

July 2020

Annual Report 19-20

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE

1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

JULY 2020

MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Dan Rodriguez
Deputy Constable

Michael Sellars
Constable Clerk

Office of
Globe Regional Constable
Ruben Mancha

July, 2020

Gila County Board of Supervisors
1400 East Ash St
Globe AZ 85501

GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **July 2020**, the Globe Regional Constable's Office:

Received a total of 48 papers for service with 143_attempts.

Drove a total of 443 miles.

Mailed a total of 0 warrant letters.

Bailiff for Justice Court 4.

Collected a total of **$676.48** as follows:

Total Deposited:	$676.48
Less Refunds	$8.00
Paid to General Fund:	$668.48

Respectfully submitted,

Ruben Mancha
Globe Regional Constable
Gila County, Globe, Arizona

1400 E Ash St Globe, AZ 85501 - Phone (928)408-8758

GLOBE REGIONAL CONSTABLE OFFICE
FEES COLLECTED
JULY 2020

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH / NCOURT	RECEIPT NUMBER	REFUNDS
6/30/2020	Jesus Quezada	2006CO073	$40.00	Ncourt	30979	
6/30/2020	Jose Parra	2006CO075	$148.48	Ncourt	30980	
7/7/2020	GPS Servers LLC	2007CO002	$64.00	Check	30981	
7/7/2020	Wyatt Courtney	2007CO003	$40.00	Ncourt	30982	
7/8/2020	GPS Servers LLC	2007CO006	$64.00	Check	30983	
7/16/2020	Manuel Bejarano	2007CO021	$56.00	Ncourt	30984	
7/16/2020	William DeShay	2007CO022	$45.00	Ncourt	30985	
7/16/2020	Zackrie Edmiston	2007CO022	$11.00	$5.00 Ncourt 6.00 Cash	30986	
7/16/2020	Miguel Gonzalez	2007CO024	$56.00	Ncourt	30987	
7/20/2020	WC Trailer Park	2007CO029	$48.00	Cash	30988	$8.00
7/20/2020	Carrie Endicotte	2007CO030	$40.00	Cash	30989	
7/22/2020	Provest LLC	2007CO035	$64.00	Check	30990	
Collected:			$676.48			
Refunds:			$8.00			
Balance:			$668.48			

Constable Activity Log - Monthly

Constable: Ruben Mancha

County: Gila
Precinct: Globe

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 143

Mileage Total: 443

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/5/20	Summons	J0403CM2020-269	Globe Regional Justice Court	State of Arizona	Robert Emmett Cook	Robert Cook/1775 N. Broad St Globe, Az 85501	None	7/1/20	Attempted			18	Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/1/20	Attempted				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/1/20	Attempted				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/1/20	Attempted				Rodriguez
6/15/20	Summons and Complaint	J0403CV2020000131	Globe Regional Justice Court	LVNV Funding LLC	Brandy Jordan	Brandy Jordan/6359 S. Russell Rd Globe, Az 85501	None	7/1/20	Attempted				Rodriguez
6/30/20	Order of Protection	J0403PO2020-53	Globe Regional Justice Court	Protected Information	Marcous Woods	Protected Information	None	7/1/20	Attempted				Rodriguez
6/30/20	Order of Protection	J0403PO2020-53	Globe Regional Justice Court	Protected Information	Marcous Woods	Protected Information	None	7/1/20	Attempted				Rodriguez
6/30/20	Order of Protection	J0403PO2020-53	Globe Regional Justice Court	Protected Information	Marcous Woods	Protected Information	Protected Information	7/2/20	Served			-	Rodriguez
7/1/20	Notice of Hearing	J0403CT2020-267	Globe Regional Justice Court	State of Arizona	Carlos Anthonyh Bernard	Darlene Woodlift/740 W. Sullivan St Miami, AZ 85539	Stephanie Borunda/740 W. Sullivan ST, Maimi AZ 85539	7/2/20	Served				Rodriguez
6/30/20	Hearing Order on OP	J0403PO2020-53	Globe Regional Justice Court	Protected Information	Marcous Woods	Protected Information	Protected Information	7/2/20	Served				Rodriguez
6/5/20	Summons	J0403CM2020-269	Globe Regional Justice Court	State of Arizona	Robert Emmett Cook	Robert Cook/1775 N. Broad St Globe, Az 85501	None	7/2/20	Attempted				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/2/20	Attempted				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/4/20	Attempted				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/6/20	Attempted			50	Rodriguez
6/15/20	Summons and Complaint	J0403CV2020-131	Globe Regional Justice Court	LVNV Funding LLC	Brandy Jordan	Brandy Jordan/6359 S. Russell Rd Globe, Az 85501	None	7/6/20	Attempted				Rodriguez
6/11/20	Summons and Complaint	J0403CV2020-132	Globe Regional Justice Court	Portfolio Recovery Associates LLC	Brandi Baker	Brandi Baker/741 Indian Circle Miami, Az 85539	None	7/6/20	Attempted				Rodriguez
6/26/20	Summons	J0403CM2020-289	Globe Regional Justice Court	State of Arizona	Christopher Wagner	Christopher Wagner/8958 S. Six Shooter Cyn Globe, AZ 85501	None	7/6/20	Attempted				Rodriguez
6/26/20	Summons	J0403CM2020-289	Globe Regional Justice Court	State of Arizona	Christopher Wagner	Christopher Wagner/8958 S. Six Shooter Cyn Globe, AZ 85501	None	7/6/20	Attempted				Rodriguez
6/15/20	Summons and Complaint	J0403CV2020-131	Globe Regional Justice Court	LVNV Funding LLC	Brandy Jordan	Brandy Jordan/6359 S. Russell Rd Globe, Az 85501	None	7/6/20	Attempted				Rodriguez
6/15/20	Summons and Complaint	J0403CV2020-131	Globe Regional Justice Court	LVNV Funding LLC	Brandy Jordan	Brandy Jordan/6359 S. Russell Rd Globe, Az 85501	None	7/7/20	Attempted			45	Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

County: Gila

Precinct: Globe

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 143

Mileage Total: 443

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/17/20	Order of Protection	J0403PO2020-047	Globe Regional Justice Court	Protected Information	Jimi Joe Packard	Jimi Packard/5237 Azurhe, Claypool AZ 85532	None	7/7/20	Attempted				Rodriguez
7/7/20	Subpoena	D0201500343	Gila County Superior Court	Nicholas Duell	Sierra Helmer	Shyann Melser/605 S. 7th St., Globe, AZ 85501	None	7/7/20	Attempted				Mancha
7/7/20	Subpoena	D0201500343	Gila County Superior Court	Nicholas Duell	Sierra Helmer	Shyann Melser/8002 S. Pinal View Dr Globe, AZ 85501	None	7/7/20	Attempted				Mancha
7/7/20	Subpoena	D0201500343	Gila County Superior Court	Nicholas Duell	Sierra Helmer	Shyann Melser/8002 S. Pinal View Dr Globe, AZ 85501	Shyann Melser/8002 S. Pinal View Dr Globe, AZ 85501	7/7/20	Served				Mancha
7/7/20	Injunction Against Harassment	J0403PO2020057	Globe Regional Justice Court	Protected Information	Charles Adam Schlink	Charles Schlink/5934 S. El Camino, Claypool, AZ 85532	None	7/7/20	Attempted				Rodriguez
7/7/20	Injunction Against Harassment	J0403PO2020057	Globe Regional Justice Court	Protected Information	Charles Adam Schlink	Charles Schlink/5934 S. El Camino, Claypool, AZ 85532	None	7/7/20	Attempted				Rodriguez
7/7/20	Injunction Against Harassment	J0403PO2020057	Globe Regional Justice Court	Protected Information	Charles Adam Schlink	Charles Schlink/5934 S. El Camino, Claypool, AZ 85532	None	7/7/20	Attempted				Rodriguez
7/7/20	Injunction Against Harassment	J0403PO2020057	Globe Regional Justice Court	Protected Information	Charles Adam Schlink	Charles Schlink/5934 S. El Camino, Claypool, AZ 85532	None	7/7/20	Attempted				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/7/20	Attempted				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/8/20	Attempted			2	Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/9/20	Attempted				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	None	7/9/20	Attempted				Rodriguez
6/26/20	Summons	J0403CM2020-289	Globe Regional Justice Court	State of Arizona	Christopher Wagner	Christopher Wagner/5343 E. Yuma Trail Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
7/8/20	Notice of Hearing	J0403CT2020-801	Globe Regional Justice Court	State of Arizona	Matthew Villegas	Deputy Parker/1100 South St Globe, Az 85501	D. Juhrs-GCSO/1100 South St Globe, Az 85501	7/9/20	Served				Rodriguez
6/15/20	Summons and Complaint	J0403CV2020000131	Globe Regional Justice Court	LVNV Funding LLC	Brandy Jordan	Brandy Jordan/6359 S. Russell Rd Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
6/15/20	Summons and Complaint	J0403CV2020000131	Globe Regional Justice Court	LVNV Funding LLC	Brandy Jordan	Brandy Jordan/6359 S. Russell Rd Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
5/22/20	Summons	J0403CM2020-230	Globe Regional Justice Court	State of Arizona	Christopher Ramirez	Christopher Ramirez/Homeless Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
7/9/20	Order of Protection	J0403PO2020000059	Globe Regional Justice Court	Protected Information	Elias Cruz	Elias Cruz/146 E. Halby Ct Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
7/9/20	Order of Protection	J0403PO2020000059	Globe Regional Justice Court	Protected Information	Elias Cruz	Elias Cruz/146 E. Halby Ct Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
7/9/20	Order to Continue	JV2020-63	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/9/20	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

County: Gila
Precinct: Globe

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 143

Mileage Total: 443

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/9/20	Order to Continue	JV2020-63	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/9/20	Attempted				Rodriguez
7/9/20	Order to Continue	JV2020-63	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/9/20	Attempted				Rodriguez
7/9/20	Order of Protection	J0403PO2020000058	Globe Regional Justice Court	Protected Information	Janis Casillas	Janis Casillas/16 N. Deep St Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
7/9/20	Order of Protection	J0403PO2020000058	Globe Regional Justice Court	Protected Information	Janis Casillas	Janis Casillas/16 N. Deep St Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
7/9/20	Order of Protection	J0403PO2020000058	Globe Regional Justice Court	Protected Information	Janis Casillas	Janis Casillas/16 N. Deep St Globe, Az 85501	None	7/9/20	Attempted				Rodriguez
6/30/20	Order of Protection	J0403PO2020-53	Globe Regional Justice Court	Protected Information	Marcous Woods	Protected Information	Protected Information	7/10/20	Served				Rodriguez
7/9/20	Order of Protection	J0403PO2020000059	Globe Regional Justice Court	Protected Information	Elias Cruz	Elias Cruz/146 E. Halby Ct Globe, Az 85501	Elias Cruz/146 E. Halby Ct Globe, Az 85501	7/10/20	Served				Rodriguez
7/9/20	Summons and Complaint	J0403CV2020-146	Globe Regional Justice Court	Portfolio Recovery Associates LLC	Barbara Underwood	Barbara Underwood/3646 E. Gordon St Miami, Az 85539	Barbara Underwood/3646 E. Gordon St Miami, Az 85539	7/10/20	Served				Rodriguez
6/26/20	Summons	J0403CM2020-289	Globe Regional Justice Court	State of Arizona	Christopher Wagner	Christopher Wagner/5343 E. Yuma Trail Globe, Az 85501	None	7/10/20	Attempted				Rodriguez
7/9/20	Order of Protection	J0403PO2020000058	Globe Regional Justice Court	Protected Information	Janis Casillas	Janis Casillas/16 N. Deep St Globe, Az 85501	None	7/10/20	Attempted				Rodriguez
7/9/20	Order of Protection	J0403PO2020000058	Globe Regional Justice Court	Protected Information	Janis Casillas	Janis Casillas/16 N. Deep St Globe, Az 85501	None	7/10/20	Attempted				Rodriguez
7/9/20	Order of Protection	J0403PO2020000058	Globe Regional Justice Court	Protected Information	Janis Casillas	Janis Casillas/16 N. Deep St Globe, Az 85501	Janis Casillas/5412 S. Russell Rd Globe, Az 85501	7/10/20	Served				Rodriguez
7/10/20	Notice of Supervening	CR2020-274	Gila County Superior Court	State of Arizona	Levi Wilkins	Levi Wilkins/300 N. Lakeshore Rd Payson, Az 85541	Levi Wilkins/1100 South St Globe, Az 85501	7/10/20	Served				Mancha
7/10/20	Notice to Appear;Petition	JV2020-086	Gila County Superior Court	State of Arizona	protected Information	Protected Information	None	7/10/20	Attempted				Rodriguez
7/10/20	Notice to Appear;Petition	JV2020-086	Gila County Superior Court	State of Arizona	protected Information	Protected Information	None	7/10/20	Attempted				Rodriguez
7/10/20	Notice to Appear;Petition	JV2020-086	Gila County Superior Court	State of Arizona	protected Information	Protected Information	Protected Information	7/13/20	Served			40	Rodriguez
7/10/20	Notice to Appear;Petition	JV2020-086	Gila County Superior Court	State of Arizona	protected Information	Protected Information	Protected Information	7/13/20	Served				Rodriguez
6/30/20	App & Affidavit for Default	J0403012020-120	Globe Regional Justice Court	Jesus Manuel Quezada	Karon Lynn Fowler	Daron Fowler/934 Rose Rd, Miami, AZ 85539	Daron Fowler/934 Rose Rd, Miami, AZ 85539	7/13/20	Served				Rodriguez
7/10/20	Summons	J0403TR2020-103	Globe Regional Justice Court	State of Arizona	Justin Jacob Fountain	Justin Fountain/8076 Remington, Globe, Az 85501	None	7/13/20	Attempted				Rodriguez
7/13/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	State of Arizona	Dillon Boehme	Protected Information	None	7/13/20	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

County: Gila
Precinct: Globe

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 143

Mileage Total: 443

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/13/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	State of Arizona	Dillon Boehme	Protected Information	Protected Information	7/14/20	Served			34	Rodriguez
7/10/20	Summons	J0403TR2020-103	Globe Regional Justice Court	State of Arizona	Justin Jacob Fountain	Justin Fountain/8076 Remington, Globe, Az 85501	None	7/14/20	Attempted				Rodriguez
7/10/20	Summons	J0403TR2020-103	Globe Regional Justice Court	State of Arizona	Justin Jacob Fountain	Justin Fountain/8076 Remington, Globe, Az 85501	Justin Fountain/990 N. Broad St, Globe, Az 85501	7/14/20	Served				Rodriguez
7/13/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	Dillon Boehme	Johnie Brake	Johnie Brake/1100 E. South St, Globe, AZ 85501	Johnie Brake/1100 E. South St, Globe, AZ 85501	7/14/20	Served				Rodriguez
6/11/20	Summons and Complaint	J0403CV2020-132	Globe Regional Justice Court	Portfolio Recovery Associates LLC	Brandi Baker	Brandi Baker/741 Indian Circle Miami, Az 85539	Brandi Baker/741 Indian Circle Miami, Az 85539	7/14/20	Served				Rodriguez
7/10/20	Summons	J0403LC2020-2	Globe Regional Justice Court	State of Arizona	Kimberlee Burke	Kimberlee Burke/5581 S. McKinney Ave Miami, AZ 85539	None	7/14/20	Attempted				Rodriguez
7/10/20	Summons	J0403LC2020-2	Globe Regional Justice Court	State of Arizona	Kimberlee Burke	kimberlee Burke/5581 S. McKinney Ave Miami, AZ 85539	Kimberlee Burke/2058 US Hwy 60 Globe, Az 85501	7/14/20	Served				Rodriguez
7/14/20	Notice of Hearing	J0403CT2020-712	Globe Regional Justice Court	State of Arizona	Deborah Stidham	Trooper Voelker/4339 Hwy 60 Miami, AZ 85539	D. Sneezy-DPS/4339 Hwy 60 Miami, Az 85539	7/14/20	Served				Rodriguez
7/14/20	Order of Protection	J0403PO2020-56	Globe Regional Justice Court	Protected Information	Richard Moran	Richard Moran/237 S. Wentworth Ave Miami, AZ 85539	None	7/14/20	Attempted				Rodriguez
7/14/20	Order of Protection	J0403PO2020-56	Globe Regional Justice Court	Protected Information	Richard Moran	Richard Moran/237 S. Wentworth Ave Miami, AZ 85539	None	7/14/20	Attempted				Rodriguez
7/14/20	Order of Protection	J0403PO2020-56	Globe Regional Justice Court	Protected Information	Richard Moran	Richard Moran/237 S. Wentworth Ave Miami, AZ 85539	None	7/14/20	Attempted				Rodriguez
7/14/20	Order of Protection	J0403PO2020-56	Globe Regional Justice Court	Protected Information	Richard Moran	Richard Moran/237 S. Wentworth Ave Miami, AZ 85539	None	7/15/20	Attempted			44	Rodriguez
7/14/20	Order of Protection	J0403PO2020-56	Globe Regional Justice Court	Protected Information	Richard Moran	Richard Moran/237 S. Wentworth Ave Miami, AZ 85539	Richard Moran/237 S. Wentworth Ave Miami, AZ 85539	7/15/20	Served				Rodriguez
7/9/20	Summons	CR2020-242	Gila County Superior Court	State of Arizona	Amanda Marie Wallace	Amanda Wallace/6170 S. Dairy Cyn, Miami, AZ 85539	None	7/15/20	Attempted				Rodriguez
7/16/20	Child Custody Packet	D0202000148	Gila County Superior Court	Zackrie Edmiston	Erika Langley	Erika Langley/2165 N. Wheatfields Rd #13, Globe, AZ 85501	None	7/16/20	Attempted				Rodriguez
7/16/20	Notice of Hearing	J0403CT2020-712	Globe Regional Justice Court	State of Arizona	Deborah Stidham	Dan Voelker/Claypool DPS, AZ 85532	None	7/16/20	Attempted				Rodriguez
7/9/20	Summons	CR2020-242	Gila County Superior Court	State of Arizona	Amanda Marie Wallace	Amanda Wallace/6170 S. Dairy Cyn, Miami, AZ 85539	None	7/17/20	Attempted			36	Rodriguez
7/16/20	Child Custody Packet	D0202000162	Gila County Superior Court	Miquel Angel Gonzales	Rosa Aldee Salazar	Rosa Salazar/3791 E. Railroad Ave, Claypool, AZ 85532	None	7/17/20	Attempted				Rodriguez
7/16/20	Child Custody Packet	D0202000162	Gila County Superior Court	Miquel Angel Gonzales	Rosa Aldee Salazar	Rosa Salazar/3791 E. Railroad Ave, Claypool, AZ 85532	None	7/17/20	Attempted				Rodriguez
7/16/20	Child Custody Packet	D0202000148	Gila County Superior Court	Zackrie Edmiston	Erika Langley	Erika Langley/2165 N. Wheatfields Rd #13, Globe, AZ 85501	None	7/17/20	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

County: Gila

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Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 143

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/16/20	Child Custody Packet	D0202000148	Gila County Superior Court	Zackrie Edmiston	Erika Langley	Erika Langley/2165 N. Wheatfields Rd #13, Globe, AZ 85501	Erika Langley/1381 S. Daybreak Dr. Globe, AZ 85501	7/17/20	Served				Rodriguez
7/16/20	Notice of Hearing	J0403CT2020-712	Globe Regional Justice Court	State of Arizona	Deborah Stidham	Dan Voelker/Claypool DPS, AZ 85532	None	7/17/20	Attempted				Rodriguez
7/16/20	Notice of Hearing	J0403CT2020-712	Globe Regional Justice Court	State of Arizona	Deborah Stidham	Dan Voelker/Claypool DPS, AZ 85532	None	7/17/20	Attempted				Rodriguez
7/16/20	Notice of Hearing	J0403CT2020-712	Globe Regional Justice Court	State of Arizona	Deborah Stidham	Dan Voelker/Claypool DPS, AZ 85532	None	7/17/20	Attempted				Rodriguez
7/16/20	Child Custody Packet	D0202000162	Gila County Superior Court	Miquel Angel Gonzales	Rosa Aldee Salazar	Rosa Salazar/3791 E. Railroad Ave, Claypool, AZ 85532	Rosa Salazar/3791 E. Railroad Ave, Claypool, AZ 85532	7/17/20	Served				Rodriguez
7/16/20	Divorce Packet	DO202000160	Gila County Superior Court	Manuel Bejarano	Jennifer Bejarano	Jennifer Bejarano/411 E. Oak St Globe, Az 85501	None	7/17/20	Attempted				Rodriguez
7/17/20	Criminal Subpoena	J0403CM2019-808	Globe Regional Justice Court	State of Arizona	Zachariah Cole	Fred Licano/Mackeys Camp #179, Miami, AZ 85539	None	7/17/20	Attempted				Rodriguez
7/17/20	Criminal Subpoena	J0403CM2019-808	Globe Regional Justice Court	State of Arizona	Zachariah Cole	Darlene Woodliff/740 W. Sullivan St, Miami, AZ 85539	Stephanie Bouranda/740 W. Sullivan St, Miami, AZ 85539	7/17/20	Served				Rodriguez
7/17/20	Criminal Subpoena	J0403CM2019-808	Globe Regional Justice Court	State of Arizona	Todd Hamlet	Debra Jean Beltran/5900 N Main St #163, Globe, AZ 85501	None	7/17/20	Attempted				Rodriguez
7/17/20	Criminal Subpoena	J0403CM2019-808	Globe Regional Justice Court	State of Arizona	Todd Hamlet	Debra Jean Beltran/5900 N Main St #163, Globe, AZ 85501	Debra Jean Beltran/5900 N Main St #163, Globe, AZ 85501	7/17/20	Served				Rodriguez
7/9/20	Summons	CR2020-242	Gila County Superior Court	State of Arizona	Amanda Marie Wallace	Amanda Wallace/6170 S. Dairy Cyn, Miami, AZ 85539	None	7/18/20	Attempted				Rodriguez
7/16/20	Notice of Hearing	J0403CT2020-712	Globe Regional Justice Court	State of Arizona	Deborah Stidham	Dan Voelker/Claypool DPS, AZ 85532	None	7/18/20	Attempted				Rodriguez
7/17/20	Criminal Subpoena	J0403CM2019-808	Globe Regional Justice Court	State of Arizona	Zachariah Cole	Fred Licano/Mackeys Camp #179, Miami, AZ 85539	None	7/18/20	Attempted				Rodriguez
7/16/20	Divorce Packet	DO202000160	Gila County Superior Court	Manuel Bejarano	Jennifer Bejarano	Jennifer Bejarano/411 E. Oak St Globe, Az 85501	None	7/18/20	Attempted				Rodriguez
7/17/20	Criminal Subpoena	J0403CM2019-808	Globe Regional Justice Court	State of Arizona	Zachariah Cole	Fred Licano/Mackeys Camp #179, Miami, AZ 85539	Fred Licano/Mackeys Camp #179, Miami, AZ 85539	7/18/20	Served				Rodriguez
7/9/20	Summons	CR2020-242	Gila County Superior Court	State of Arizona	Amanda Marie Wallace	Amanda Wallace/6170 S. Dairy Cyn, Miami, AZ 85539	None	7/20/20	Attempted			19	Rodriguez
7/16/20	Notice of Hearing	J0403CT2020-712	Globe Regional Justice Court	State of Arizona	Deborah Stidham	Dan Voelker/Claypool DPS, AZ 85532	Trooper Ruiz/Claypool DPS,AZ 85532	7/20/20	Served				Rodriguez
7/20/20	Summons Forcible Detainer	J0403DV2020-166	Globe Regional Justice Court	W.C. Trailer Park	Richard David Sanchez	Richard Sanchez/664 W Blake ST #4, Globe, AZ 85501	Richard Sanchez/664 W Blake ST #4, Globe, AZ 85501	7/20/20	Served				Rodriguez
7/16/20	Divorce Packet	DO202000160	Gila County Superior Court	Manuel Bejarano	Jennifer Bejarano	Jennifer Bejarano/411 E. Oak St Globe, Az 85501	None	7/20/20	Attempted				Rodriguez
7/20/20	30 Day Notice	none	none	Carrie Endicotte	Thomas Givens	Thomas Givens/5618 W. Burnham, Globe, AZ 85501	Thomas Givens/5618 W. Burnham, Globe, AZ 85501	7/20/20	Served				Mancha

Constable Activity Log - Monthly

Constable: Ruben Mancha

County: Gila
Precinct: Globe

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 143

Mileage Total: 443

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/21/20	Order to continue	S0400GC2016-045	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/21/20	Attempted			16	Rodriguez
7/21/20	Order to continue	S0400GC2016-045	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/22/20	Served			25	Rodriguez
7/22/20	Notice to Appear; Petition	JV2020-00092	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/22/20	Attempted				Rodriguez
7/16/20	Divorce Packet	DO202000160	Gila County Superior Court	Manuel Bejarano	Jennifer Bejarano	Jennifer Bejarano/411 E. Oak St Globe, Az 85501	None	7/22/20	Attempted				Rodriguez
7/22/20	Notice to Appear; Petition	JV2020-00090	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/22/20	Attempted				Rodriguez
7/22/20	Notice to Appear; Petition	JV2020-00090	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/23/20	Attempted				Rodriguez
7/23/20	Notice to Appear; Petition	JV2020-00092	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/23/20	Served				Rodriguez
7/16/20	Divorce Packet	DO202000160	Gila County Superior Court	Manuel Bejarano	Jennifer Bejarano	Jennifer Bejarano/411 E. Oak St Globe, Az 85501	Jennifer Bejarano/411 E. Oak St Globe, Az 85501	7/23/20	Served				Rodriguez
7/7/20	Injunction Against Harassment	J0403PO2020057	Globe Regional Justice Court	Protected Information	Charles Adam Schlink	Charles Schlink/5934 S. El Camino, Claypool, AZ 85532	None	7/24/20	Attempted				Rodriguez
7/22/20	Notice to Appear; Petition	JV2020-00090	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/25/20	Served				Rodriguez
6/17/20	Order of Protection	J0403PO2020-047	Globe Regional Justice Court	Protected Information	Jimi Joe Packard	Jimi Packard/5237 Azurhe, Claypool AZ 85532	Jimi Packard/716 Sullivan St. Miami, AZ 85539	7/25/20	Served				Rodriguez
7/7/20	Injunction Against Harassment	J0403PO2020057	Globe Regional Justice Court	Protected Information	Charles Adam Schlink	Charles Schlink/5934 S. El Camino, Claypool, AZ 85532	None	7/27/20	Attempted			28	Rodriguez
7/9/20	Summons	CR2020-242	Gila County Superior Court	State of Arizona	Amanda Marie Wallace	Amanda Wallace/6170 S. Dairy Cyn, Miami, AZ 85539	None	7/27/20	Attempted				Rodriguez
7/7/20	Injunction Against Harassment	J0403PO2020057	Globe Regional Justice Court	Protected Information	Charles Adam Schlink	Charles Schlink/5934 S. El Camino, Claypool, AZ 85532	Charles Schlink/1100 S. South St, Globe, AZ 85501	7/28/20	Served			8	Rodriguez
7/9/20	Summons	CR2020-242	Gila County Superior Court	State of Arizona	Amanda Marie Wallace	Amanda Wallace/6170 S. Dairy Cyn, Miami, AZ 85539	None	7/29/20	Attempted			51	Rodriguez
7/28/20	Summons	J0403CM2020-144	Globe Regional Justice Court	State of Arizona	Brenda Chee	Brenda Chee/7832 S. Acoma Dr, Globe, AZ 85501	None	7/30/20	Attempted			27	Rodriguez
7/28/20	Summons	J0403CM2020-144	Globe Regional Justice Court	State of Arizona	Brenda Chee	Brenda Chee/7832 S. Acoma Dr, Globe, AZ 85501	None	7/30/20	Attempted				Rodriguez
7/28/20	Notice of Hearing	J0403CT2020-888	Globe Regional Justice Court	State of Arizona	Avi Nanda	Pedro Pena 1902 Hwy 60/70, Globe, AZ 85501	None	7/30/30	Attempted				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Gina Stevens/790 W. Fegan ST, Globe, AZ 85501	Gina Stevens/790 W. Fegan ST, Globe, AZ 85501	7/30/20	Served				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Dakota McCall/175 N. Pine St Globe, AZ 85501	Dakota McCall/175 N. Pine St Globe, AZ 85501	7/30/20	Served				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

County: Gila
Precinct: Globe

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 143

Mileage Total: 443

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/29/30	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	A.J. Castaneda/175 N. Pine St Globe, AZ 85501	Dakota McCall/175 N. Pine St Globe, AZ 85501	7/30/20	Served				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Matthew Ortiz/175 N. Pine St Globe, AZ 85501	Dakota McCall/175 N. Pine St Globe, AZ 85501	7/30/20	Served				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-118	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Angel Perez/175 N. Pine St Globe, AZ 85501	Dakota McCall/175 N. Pine St Globe, AZ 85501	7/30/20	Served				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-808	Globe Regional Justice Court	State of Arizona	Todd Hamlet	Jeff Overton/175 N. Pine St Globe, AZ 85501	Dakota McCall/175 N. Pine St Globe, AZ 85501	7/30/20	Served				Rodriguez
7/29/20	Notice to Appear; Petition	JV2020-00090	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/30/20	Attempted				Rodriguez
7/29/20	Notice to Appear; Petition	JV2020-00090	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/30/20	Served				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-118	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Linnea Jennings/655 E. Carico St #4, Globe, AZ 85501	None	7/30/20	Attempted				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-118	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Linnea Jennings/655 E. Carico St #4, Globe, AZ 85501	None	7/30/20	Attempted				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-118	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Linnea Jennings/655 E. Carico St #4, Globe, AZ 85501	Linnea Jennings/655 E. Carico St #4, Globe, AZ 85501	7/30/20	Served				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-118	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Brooke Jennings/655 E. Carico St #4, Globe, AZ 85501	None	7/30/20	Attempted				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-118	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Brooke Jennings/655 E. Carico St #4, Globe, AZ 85501	Brooke Jennings/655 E. Carico St #4, Globe, AZ 85501	7/30/20	Served				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Brooke Jennings/655 E. Carico St #4, Globe, AZ 85501	None	7/30/20	Attempted				Rodriguez
7/29/30	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Brooke Jennings/655 E. Carico St #4, Globe, AZ 85501	Brooke Jennings/655 E. Carico St #4, Globe, AZ 85501	7/30/20	Served				Rodriguez
7/30/20	Summons Forcible Detainer	J0403CV2020-180	Globe Regional Justice Court	Rock House Trailer Park	Katherine Louise Curbello	Katherine Curbello/5732 N. AZ Highway 288, Roosevelt, AZ 85545	Katherine Curbello/5732 N. AZ Highway 288, Roosevelt, AZ 85545	7/30/20	Served				Mancha
7/28/20	Summons	J0403CM2020-144	Globe Regional Justice Court	State of Arizona	Brenda Chee	Brenda Chee/7832 S. Acoma Dr, Globe, AZ 85501	None	7/30/20	Attempted				Rodriguez
7/28/20	Summons	J0403CM2020-144	Globe Regional Justice Court	State of Arizona	Brenda Chee	Brenda Chee/7832 S. Acoma Dr, Globe, AZ 85501	None	7/30/20	Attempted				Rodriguez
7/29/20	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Protected Information	None	7/30/20	Attempted				Rodriguez
7/29/20	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Protected Information	Protected Information	7/30/20	Served				Rodriguez
7/29/20	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Protected Information	None	7/30/20	Attempted				Rodriguez
7/29/20	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Protected Information	Protected Information	7/30/20	Served				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

County: Gila

Precinct: Globe

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 143

Mileage Total: 443

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/29/20	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Protected Information	None	7/30/20	Attempted				Rodriguez
7/29/20	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Protected Information	None	7/30/20	Attempted				Rodriguez
7/29/20	Criminal Subpoena	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Protected Information	Protected Information	7/30/20	Served				Rodriguez

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

129266 AUG-5

DATE 8/5/20

CONTRACT #

GRANT #

DEPOSIT TO FUND GENERAL FUND FUND #

REMITTING AGENCY Globe Regional Constable's Office # 321

BILLING PERIOD SERVICE FEES FOR JULY 2020

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.321.3405.80	CASH		94	00
	1163		390	45
	57405		64	00
	17446		64	00
	17635		64	00
			676	48

Preparer Signature: Michael Spring Title Clerk

Approved Signature: Title CONSTABLE

SUMMARY OF DEPOSIT

Currency	94.00
Coins	
Checks	582.48
Total	676.48

1X20=50
2X20=40
4X1= 4
94

TREASURER By Date 8/5/2020

ORIGINATING OFFICE

141354

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE

FISCAL YEAR JULY 1, 2019 THRU JUNE 30, 2020

Date	Monies Collected	Mileage	Jury Trials / Baliff for Court Hearings	Total Services	Warrant Letters Mailed
July 2019	$1,880.52	957	3	145	0
August 2019	$1,098.00	983	4	169	25
September 2019	$551.00	830	4	151	72
October 2019	$1,317.16	785	4	195	112
November 2019	$1,810.00	792	4	106	9
December 2019	$1,225.00	749	4	89	0
January 2020	$1,200.96	797	4	72	0
February 2020	$660.00	605	4	131	61
March 2020	$864.00	1106	4	155	71
April 2020	$474.64	1042	4	61	8
May 2020	$812.48	1214	3	68	0
June 2020	$2,452.68	1118	4	76	4
Totals	$14,346.44	10021	46	1418	362

Above is the yearly totals for 7/1/19 thru 6/30/20 for the Globe Regional Constable Office

Respectfully Submitted,

Ruben A. Mancha
Globe Regional Constable

ARF-6217 **Consent Agenda Item 3. G.**

Regular BOS Meeting

Meeting Date: 09/01/2020

Reporting Period: Payson Regional Constable's Office Monthly Report for July 2020 and Fiscal Year 19-20

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Activity Report for July 2020 and FY 2019-2020 Report.

Suggested Motion

Acknowledgment of the July 2020 monthly activity report and the FY 2019-2020 report submitted by the Payson Regional Constable's Office.

Attachments

July 2020

19-21 Annual Report

Terry Phillips
Deputy Constable

Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

JULY 2020
MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Terry Phillips
Deputy Constable

Kimberly Rust
Constable Clerk

Office of
Payson Regional Constable
Tony McDaniel

August 11, 2020

Gila County Board of Supervisors
1400 East Ash St
Globe AZ 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **July 2020**, the Payson Regional Constable's Office:

Received a total of 130 papers for service with 163 attempts.

Drove a total of 3103.1 miles.

Collected a total of **$2739.60** as follows:

Total Deposited:	$2,739.60
Less Refunds:	$114.64
Paid to General Fund:	$2,624.96
Additonal Funds from an IGA from the Town of Payson:	$875.00
Grand Total Paid to General Fund:	**$3,499.96**

Respectfully submitted,

Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

108 W Main St Payson Az 85541 / Phone (928)474-3844

PAYSON REGIONAL CONSTABLE OFFICE
FEES COLLECTED
JULY 2020

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH / NCOURT	RECEIPT NUMBER	REFUNDS
6/10/2020	Collins & Collins	2005PR004 2005PR081	$173.60	Check	979447	$0.00
6/22/2020	Harper Law	2006PR068 2006PR069 2006PR070 2006PR071	$112.00	Ncourt	979458	$0.00
6/26/2020	Young Homestead	2006PR090	$48.00	Ncourt	979462	$8.00
6/29/2020	Joe Federico	2006PR093	$57.44	Ncourt	979465	$8.00
6/30/2020	Fast Track	2006PR105	$40.00	Check	979468	$0.00
7/1/2020	Provest	2007PR001	$69.00	Check	979469	$5.00
7/2/2020	Zona Law	2006PR001	$5.00	Check	979470	$0.00
7/2/2020	Nicholas Duell	2007PR005	$40.00	Ncourt	979471	$0.00
7/2/2020	Mac Feezor	2007PR010	$40.00	Cash	979472	$0.00
7/6/2020	GPS Servers	2007PR013	$64.00	Check	979473	$0.00
7/6/2020	GPS Servers	2007PR014	$64.00	Check	979474	$0.00
7/7/2020	Evans Dove Nelson	2007PR019	$48.00	Check	979475	$0.00
7/7/2020	Evans Dove Nelson	2007PR020	$48.00	Check	979476	$0.00
7/8/2020	Frederick Newtz	2007PR023	$40.00	Ncourt	979477	$0.00
7/10/2020	Collins & Collins	2006PR011 2006PR022 2006PR064 2006PR064	$176.00	Check	979478	$0.00
7/14/2020	Valleywide Process	2007PR025	$40.00	Check	979479	$0.00
7/15/2020	Christopher Stanford	2007PR036	$82.00	Cash	979480	$0.00
7/15/2020	Lisa Landen	2007PR037	$96.72	Cash	979481	$7.92
7/16/2020	Michael Rosa	2007PR039	$40.00	Ncourt	979483	$0.00
7/16/2020	Phil Hineman	2007PR040	$56.00	Ncourt	979484	$0.00
7/16/2020	Donna Rodgers	2007PR035	$64.80	Cash	979485	$0.00
7/17/2020	Melvin Johnsen Jr	2007PR046	$40.00	Ncourt	979486	$0.00
7/20/2020	Ashley Barnard	2007PR055	$40.00	Ncourt	979487	$0.00
7/20/2020	Evan Dove Nelson	2007PR058	$48.00	Check	979488	$0.00
7/20/2020	Evan Dove Nelson	2007PR059	$48.00	Check	979489	$0.00
7/20/2020	Harper Law	2007PR052 2007PR060	$189.12	Check	979490	$0.00
7/20/2020	Harper Law	2007PR061	$64.00	Check	979491	$0.00
7/21/2020	Michael Evans	2007PR066	$40.00	Cash	979491	$0.00
7/21/2020	Donald Hinds	2007PR067	$48.00	Cash	979493	$0.00
7/22/2020	Kelly Pearce	2007PR069	$48.00	Check	979494	$8.00
7/22/2020	Borges Properties	2007PR087	$48.00	Check	979495	$8.00
7/22/2020	Borges Properties	2007PR088	$48.00	Check	979495	$8.00

7/23/2020	Provest	2007PR090	$69.00	Check	979496	$5.00
7/23/2020	GPS Servers	2007PR092	$64.00	Check	979497	$0.00
7/23/2020	Evan Dove Nelson	2007PR058 2007PR059	$68.00	Check	979498	$0.00
7/24/2020	Kylee Maksymowski	2007PR096	$56.00	Cash & Ncourt	979500	$0.00
7/27/2020	Pearl Manasseri	2007PR101	$40.00	Check	979501	$0.00
7/28/2020	Evans Dove Nelson	2007PR106	$82.00	Check	979502	$0.00
7/28/2020	Owens Law Firm	2007PR107	$69.20	Check	979503	$0.00
7/28/2020	Forrest Wells	2007PR088	$25.00	Check	979504	$0.00
7/29/2020	Protected Information	2007PR113	$40.00	Check	979506	$0.00
7/30/2020	Protected Information	2007PR121	$40.00	Cash	979507	$0.00
7/29/2020	Lisa Landin	2007PR111 2007PR112	$120.72	Ncourt	979505	$56.72
Collected:			$2,739.60			
Refunds:			$114.64			$114.64
Balance:			$2,624.96			

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila
Precinct: Payson

Total Cases Served/Attempted: 163

Mileage Total: 3103.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/1/20	Summons & Complaint	2020CV137UN	Payson Regional Justice Court	Persolve Legal Group LLP	Bret Da Costa	Bret Da Costa / 509 S Beeline HWY Payson AZ 85541	Bret Da Costa / 509 S Beeline HWY Payson AZ 85541	7/2/20	Served			98.8	McDaniel
6/30/20	Child Visitation Packet	DO2017-00304	Gila County Superior Court	Svetlana Ostankovich & Alexander Zlotnik	David LaMotte	Svetlana Ostankovich / 902 S Lakeview Dr Payson AZ 85541	None	7/2/20	Attempted				McDaniel
6/30/20	Child Visitation Packet	DO2017-00304	Gila County Superior Court	Svetlana Ostankovich & Alexander Zlotnik	David LaMotte	Collins & Collins / 616 S Beeline HWY STE 102 Payson AZ 85541	Joe Collins / 616 S Beeline HWY STE 102 Payson AZ 85541	7/2/20	Served				McDaniel
7/2/20	Divorce Packet	DO202000149	Gila County Superior Court	Patricia McLaughlin	Jacob Wachter	Jacob Wachter / 600 W Bridle Path Ln Payson AZ 85541	Jacob Wachter / 600 W Bridle Path Ln Payson AZ 85541	7/2/20	Served				McDaniel
7/2/20	Subpoena	J0404CT202000196	Payson Regional Justice Court	State of Arizona	Brian Sadler	Trooper Zickefoose / 201 N Colcord Payosn AZ 85541	Sgt Manjarres & Trooper / Email	7/2/20	Served				McDaniel
7/2/20	Notice to Cease & Desist	None	None	Dicover Gila County Inc	Hallie Overman - Jackman	Hallie Overman - Jackman / 703 A W Main St #A Payson AZ 85541	None	7/2/20	Attempted				McDaniel
7/2/20	Cease & Desist Notice	None	None	Dicover Gila County Inc	Hallie Overman - Jackman	Hallie Overman - Jackman / 108 W Main St Payson AZ 85541	Hallie Overman - Jackman / 108 W Main St Payson AZ 85541	7/2/20	Served				McDaniel
7/2/20	Summons	M0444CM2020012187	Payson Magistrate Court	State of Arizona	Joel Brower	Joel Brower / 100 W Glade Ln Payson AZ 85541	None	7/2/20	Attempted				McDaniel
7/2/20	Order of Protection	CC2020100193	Payson Regional Justice Court	Protected Information	Sorscha Novak	Sorsch Novak / 922 N Deer Creek Rd Payson AZ 85541	None	7/2/20	Attempted				McDaniel
7/2/20	Order of Protection	CC2020100196	Payson Regional Justice Court	Protected Information	Sorscha Novak	Sorsch Novak / 517 N Colcord Payson AZ 85541	None	7/2/20	Attempted				McDaniel
7/2/20	Order of Protection	CC2020100193	Payson Regional Justice Court	Protected Information	Sorscha Novak	Sorsch Novak / 922 N Deer Creek Rd Payson AZ 85541	None	7/2/20	Attempted				McDaniel
7/6/20	Subpoena	J0404CT2020001001	Payson Regional Justice Court	State of Arizona	James Eble	Trooper Ballesteros / 201 N Colcord Payson AZ 85541	Sgt Manjarres & Trooper / Email	7/6/20	Served			112.5	McDaniel
6/30/20	Notice to Appear; Petition	JV202000084	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/6/20	Served				McDaniel
7/2/20	Summons	M0444CM2020012187	Payson Magistrate Court	State of Arizona	Joel Brower	Joel Brower / 100 W Glade Ln Payson AZ 85541	None	7/6/20	Attempted				McDaniel
7/2/20	Summons	M0444CM2020012187	Payson Magistrate Court	State of Arizona	Joel Brower	Joel Brower / 809 E HWY 260 Payson AZ 85541	Joel Brower / 809 E HWY 260 Payson AZ 85541	7/6/20	Served				McDaniel
6/30/20	Notice to Appear; Petition	JV202000085	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/6/20	Attempted				McDaniel
7/6/20	Order of Protection	J0404PO2020000110	Payson Regional Justice Court	Protected Information	Brock Beattie	Brock Beattie / 1001 W Knotty Pine Cir Payson AZ 85541	Brock Beattie / 1001 W Knotty Pine Cir Payson AZ 85541	7/6/20	Served				McDaniel
7/2/20	Summons	J0404TR2020000102	Payson Regional Justice Court	State of Arizona	Mark Wood	Mark Wood / 5233 White Tail Ln Strawberry AZ 85544	None	7/6/20	Attempted				McDaniel
7/2/20	Summons	J0404TR2020000102	Payson Regional Justice Court	State of Arizona	Mark Wood	Mark Wood / 8278 Fossil Creek Strawberry AZ 85544	None	7/6/20	Attempted				McDaniel

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6/30/20	Notice to Appear; Petition	JV202000085	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/7/20	Served			149.5	McDaniel
7/7/20	Video Hearing Notice	2019CV5378	Payson Regional Justice Court	Not Listed	Chad & Joyette Smith	Chad & Joyette Smith / 600 Ponderosa #A Payson AZ 85541	None	7/7/20	Attempted				McDaniel
7/7/20	Video Hearing Notice	2019CV5378	Payson Regional Justice Court	Not Listed	Chad & Joyette Smith	Chad & Joyette Smith / 406 W Sherwood Payson AZ 85541	None	7/7/20	Attempted				McDaniel
7/7/20	Video Hearing Notice	2019CV5378	Payson Regional Justice Court	Not Listed	Chad & Joyette Smith	Joyette Smith / 200 N Tonto St Payson AZ 85541	Joyette Smith / 200 N Tonto St Payson AZ 85541	7/7/20	Served				McDaniel
7/7/20	Order to Continue	2020CM140	Payson Regional Justice Court	State of Arizona	William Powell	William Powell / 94 S Rainbow Dr Star Valley AZ 85541	William Powell / 94 S Rainbow Dr Star Valley AZ 85541	7/7/20	Served				McDaniel
7/7/20	Defendants Financial Statement	2020CM140	Payson Regional Justice Court	State of Arizona	William Powell	William Powell / 94 S Rainbow Dr Star Valley AZ 85541	William Powell / 94 S Rainbow Dr Star Valley AZ 85541	7/7/20	Served				McDaniel
7/7/20	Order of Protection	J0404PO2020000111	Payson Regional Justice Court	Protected Information	David Jones	David Jones / 600 N Beeline HWY Payson AZ 85541	David Jones / 600 N Beeline HWY Payson AZ 85541	7/7/20	Served				McDaniel
7/2/20	Order of Protection	CC2020100193	Payson Regional Justice Court	Protected Information	Sorscha Novak	Sorsch Novak / 517 N Colcord Payson AZ 85541	Sorsch Novak / 517 N Colcord Payson AZ 85541	7/7/20	Served				McDaniel
7/2/20	Order of Protection	CC2020100196	Payson Regional Justice Court	Protected Information	Sorscha Novak	Sorsch Novak / 517 N Colcord Payson AZ 85541	Sorsch Novak / 517 N Colcord Payson AZ 85541	7/7/20	Served				McDaniel
7/7/20	Summons Eviction Action	2020CV170FD	Payson Regional Justice Court	Houston Creek RV Park	Brian Oelschlager	Brian Oelschlager / 480 S Rainbow Dr #7 Star Valley AZ 85541	Psoted & Certified Mailed / 480 Srainbow Dr #7 Star Valley AZ 85541	7/7/20	Served				McDaniel
7/7/20	Summons Eviction Action	2020CV169FD	Payson Regional Justice Court	Houston Creek RV Park	Joshua Brant & Caroline Kaiser	Joshua Brant & Caroline Kaiser / 480 S Rainbow Dr 338 Star Valley AZ 85541	Psoted & Certified Mailed / 480 Srainbow Dr #38 Star Valley AZ 85541	7/7/20	Served				McDaniel
7/6/20	Summons & Complaint	2020CV147UN	Payson Regional Justice Court	LVNV Funding LLC	Stacey Driveness	Stacey Driveness / 810 N Deer Creek Dr Payson AZ 85541	None	7/7/20	Attempted				Deputy Montijo
7/2/20	Summons	J0404TR2020000102	Payson Regional Justice Court	State of Arizona	Mark Wood	Mark Wood / 5233 White Tail Ln Strawberry AZ 85544	None	7/7/20	Attempted				McDaniel
7/2/20	Summons	J0404TR2020000102	Payson Regional Justice Court	State of Arizona	Mark Wood	Mark Wood / 3584 N HWY 87 #4 Pine AZ 85544	Mark Wood / 3584 N HWY 87 #4 Pine AZ 85544	7/7/20	Served				McDaniel
7/7/20	Summons & Complaint	CC2020-091455RD	Downtown Justice Court	CJ Auto Sales	Christopher Roland	Christopher Roland / 833 E Dealers Choice Ln Star Valley AZ 85541	None	7/7/20	Attempted				Deputy Montijo
7/7/20	Summons & Complaint	CC2020-091455RD	Downtown Justice Court	CJ Auto Sales	Christopher Roland	Christopher Roland / 833 E Dealers Choice Ln Star Valley AZ 85541	None	7/7/20	Attempted				McDaniel
7/7/20	Summons & Complaint	CC2020-091455RD	Downtown Justice Court	CJ Auto Sales	Christopher Roland	Christopher Roland / 833 E Dealers Choice Ln Star Valley AZ 85541	Christopher Roland / 833 E Dealers Choice Ln Star Valley AZ 85541	7/7/20	Served				McDaniel
7/2/20	Zoning Violation	CP2006-004	None	Gila County	Bodo Diehn	Bodo Diehn / 902 N Forest Service Rd 199 Payson AZ 85541	Bodo Diehn / 902 N Forest Service Rd 199 Payson AZ 85541	7/7/20	Served				Deputy Montijo
7/6/20	Summons & Complaint	2020CV146UN	Payson Regional Justice Court	LVNV Funding LLC	Virginia Studley & J. Doe	Virginia Studley & J. Doe / 3655 E HWY 260 #22 Star Valley AZ 85541	Jaime Studely / 3655 E HWY 260 #22 Star Valley AZ 85541	7/7/20	Served				Deputy Montijo

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7/8/20	Order to Appear	DO201800389	Gila County Superior Court	Christina Nekho	Waleed Nekho	Waleed Nekho / 3915 N Pine Rd Pine AZ 85544	Waleed Nekho / 3915 N Pine Rd Pine AZ 85544	7/8/20	Served			142.0	McDaniel
7/8/20	Notice of Termination	None	None	Frederick Newtz	Steve Hochuli	Steve Hochuli / 316 W Roundup Rd Payson AZ 85541	Steve Hochuli / 316 W Roundup Rd Payson AZ 85541	7/8/20	Served				McDaniel
7/6/20	Summons & Complaint	2020CV147UN	Payson Regional Justice Court	LVNV Funding LLC	Stacey Driveness	Stacey Driveness / 810 N Deer Creek Dr Payson AZ 85541	None	7/8/20	Attempted				McDaniel
7/6/20	Summons & Complaint	2020CV147UN	Payson Regional Justice Court	LVNV Funding LLC	Stacey Driveness	Stacey Driveness / 810 N Deer Creek Dr Payson AZ 85541	None	7/8/20	Attempted				McDaniel
7/9/20	Exhibits for a Hearing	None	None	Lisa Canavier	Chad & Joyette Smith	Lisa Canavier / 6600 N Houston Mesa Rd Payson AZ 85541	Joe Canavier / 6600 N Houston Mesa Rd Payson AZ 85541	7/9/20	Served			216.1	McDaniel
7/9/20	Hearing Prior to IAH	Y20-522	District Court I of Washington for Clallam County	Protected Information	James Cook	James Cook / 3758 E HWY 260 #2 Star Valley AZ 85541	James Cook / 3758 E HWY 260 #2 Star Valley AZ 85541	7/9/20	Served				Phillips
7/10/20	Subpoena	M0444CT2020012338	Payson Magistrate Court	State of Arizona	Rhonda Whitfield	Officer Meza / 303 N Beeline HWY Payosn AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/20	Served			134.7	Phillips
7/10/20	Subpoena	M0444CT2020012457	Payson Magistrate Court	State of Arizona	Elizabeth Weinbrenner	Officer Bathke / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/20	Served				Phillips
7/10/20	Order Setting Bond	2020CV156	Payson Regional Justice Court	Houston Creek RV Park	Steve Tidwell	Steve Tidwell / 480 S Rainbow Dr #3 Star Valley AZ 85541	Steve Tidwell / 480 S Rainbow Dr #3 Star Valley AZ 85541	7/10/20	Served				Phillips
7/13/20	Order of Protection	J0404PO2020000113	Payson Regional Justice Court	Protected Information	Robert Bass	Robert Bass / 108 W Main St Payson AZ 85541 (Payson Jail)	Robert Bass / 108 W Main St Payson AZ 85541 (Payson Jail)	7/13/20	Served			91.5	McDaniel
7/6/20	Summons & Complaint	2020CV147UN	Payson Regional Justice Court	LVNV Funding LLC	Stacey Driveness	Stacey Driveness / 810 N Deer Creek Dr Payson AZ 85541	None	7/13/20	Attempted				McDaniel
7/13/20	Summons	M0444TR2020012089	Payson Magistrate Court	State of Arizona	Juan Duran-Munoz	Juan Duran-Munoz / 400 E Cherry St Payson AZ 85541	None	7/13/20	Attempted				McDaniel
7/13/20	Summons	M0444TR2020012089	Payson Magistrate Court	State of Arizona	Juan Duran-Munoz	Juan Duran-Munoz / 400 E Cherry St Payson AZ 85541	None	7/13/20	Attempted				McDaniel
7/10/20	Order of Protection	J0404PO2020000114	Payson Regional Justice Court	Protected Information	Alan Disomma	Alan Disomma / 1304 N William Tell Cir Payson AZ 85541	None	7/13/20	Attempted				McDaniel
7/10/20	Order of Protection	J0404PO2020000114	Payson Regional Justice Court	Protected Information	Alan Disomma	Alan Disomma / 807 S Ponderosa St Payson AZ 85541	None	7/13/20	Attempted				McDaniel
7/10/20	Order of Protection	J0404PO2020000114	Payson Regional Justice Court	Protected Information	Alan Disomma	Alan Disomma / 1304 N William Tell Cir Payson AZ 85541	None	7/13/20	Attempted				McDaniel
7/14/20	Subpoena	J0404CM2020000144	Payson Regional Justice Court	State of Arizona	Donald Zozman	Donald Zozman / Protected Information	None	7/14/20	Attempted			67.7	McDaniel
7/14/20	Subpoena	J0404CM2020000144	Payson Regional Justice Court	State of Arizona	Donald Zozman	Donald Zozman / 108 W Main St Payson AZ 85541	Donald Zozman / 108 W Main St Payson AZ 85541	7/14/20	Served				Fulton
7/13/20	Summons	M0444TR2020012089	Payson Magistrate Court	State of Arizona	Juan Duran-Munoz	Juan Duran-Munoz / 400 E Cherry St Payson AZ 85541	None	7/14/20	Attempted				McDaniel

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7/15/20	Hearing Notice - Pretrail Conference	M0444CM2020012116	Payson Magistrate Court	State of Arizona	Justin Kiebach	Justin Kiebach / 607 S Beeline HWY #7 Payson AZ 85541	Justin Kiebach / 607 S Beeline HWY #7 Payson AZ 85541	7/15/20	Served			84.0	McDaniel
7/15/20	Hearing Notice - Pretrail Conference	J0404TR2020000008	Payson Regional Justice Court	State of Arizona	Randy Warstler	Randy Warstler / 211 S Granite Dr Payson AZ 85541	Randy Warstler / 211 S Granite Dr Payson AZ 85541	7/15/20	Served				McDaniel
7/15/20	Writ of Restitution	2020CV37FD	Payson Regional Justice Court	Christopher Stanford	David Kinzenbaw	David Kinzenbaw / 212 W Bonita St Payson AZ 85541	David Kinzenbaw / 212 W Bonita St Payson AZ 85541	7/15/20	Served				McDaniel
7/15/20	Subpoena	DO202000134	Gila County Superior Court	Loriel Meyn	Scott Meyn	Payson Unified School District / 902 W Main St Payson AZ 85541	Lisa Conley / 902 W Main St Payson AZ 85541	7/16/20	Served			209.4	McDaniel
7/16/20	Non-Renewal of Lease Letter	None	None	Michael Rosa	Walter & Lisa Van Horn	Walter & Lisa Van Horn / 200 S Rainbow #A Star Valley AZ 85541	Walter & Lisa Van Horn / 200 S Rainbow #A Star Valley AZ 85541	7/16/20	Served				Phillips
7/16/20	Order to Appear	DO201900078	Gila County Superior Court	Christine Leonard	Claro Tellez	Claro Tellez / 602 E Rancho Rd Payson AZ 85541	Claro Tellez / 602 E Rancho Rd Payson AZ 85541	7/16/20	Served				Phillips
7/16/20	Order of Protection	J0404PO2020000059	Payson Regional Justice Court	Protected Information	Gregory Little	Gregory Little / 190 N Cornerstone Way #27 Star Valley AZ 85541	Gregory Little / 190 N Cornerstone Way #27 Star Valley AZ 85541	7/16/20	Served				Deputy Cross
7/16/20	Order of Protection	P0400PO202000041	Gila County Superior Court	Protected Information	Corey Martin	Corey Martin / 8150 W Barranca Rd Payson AZ 85541	Corey Martin / 8150 W Barranca Rd Payson AZ 85541	7/16/20	Served				McDaniel
7/16/20	Injunction Against Harassment	J0404PO2020000117	Payson Regional Justice Court	Protected Information	Betty Raylene	Betty Raylene / Protected Information	Betty Raylene / Protected Information	7/16/20	Served				McDaniel
7/16/20	Minute Entry	P0400GC201900001	Gila County Superior Court	State of Arizona	Protected Information	Cate Thornton / 141 W Haught Rd #32 Star Valley AZ 85541	None	7/16/20	Attempted				Phillips
7/16/20	Minute Entry	P0400GC201900001	Gila County Superior Court	State of Arizona	Protected Information	Cate Thornton / 141 W Haught Rd #32 Star Valley AZ 85541	Cate Thornton / 141 W Haught Rd #32 Star Valley AZ 85541	7/16/20	Served				McDaniel
7/15/20	2 Letters	None	None	Lisa Landin & Ricky Guerrero	Kelly Sterling	Kelly Sterling / 1103 E Ranch Rd Payson AZ 85541	Kelly Sterling / 1103 E Ranch Rd Payson AZ 85541	7/16/20	Served				Phillips
7/16/20	Divorce Packet	DO202000159	Gila County Superior Court	Marjorie Storm	Richard Storm	Richard Storm / 3608 N Navajo Dr Pine AZ 85544	Richard Storm / 3608 N Navajo Dr Pine AZ 85544	7/17/20	Served			226.2	Phillips
7/17/20	Subpoena	J0404CT2020001483	Payson Regional Justice Court	State of Arizona	Milana Dimitrjevski	Trooper Halama / 201 N Colcord Payson AZ 85541	Emailed Sgt. Manjarres & Trooper	7/17/20	Served				Phillips
7/17/20	Order of Protection	P0400PO202000040	Gila County Superior Court	Protected Information	Steven Feistner	Steven Feistner / 302 S Beeline HWY #115 Payson AZ 85541	Steven Feistner / 302 S Beeline HWY #115 Payson AZ 85541	7/17/20	Served				Phillips
7/17/20	Summons	M0444TR2020012092	Payson Magistrate Court	State of Arizona	Shane Stewart	Shane Stewart / 407 W Saddle Ln Payson AZ 85541	Shane Stewart / 407 W Saddle Ln Payson AZ 85541	7/17/20	Served				Phillips
7/17/20	Order of Protection	J0404PO2020000118	Payson Regional Justice Court	Protected Information	Daniel Morris	Daniel Morris / 315 E Pine St Payson AZ 85541	None	7/17/20	Attempted				Phillips
7/17/20	Order of Protection	J0404PO2020000118	Payson Regional Justice Court	Protected Information	Daniel Morris	Daniel Morris / 315 E Pine St Payson AZ 85541	Daniel Morris / 315 E Pine St Payson AZ 85541	7/17/20	Served				Phillips
7/16/20	Cild Support Packet	DO20190047	Gila County Superior Court	State of Arizona	Joelyn Printz	Joelyn Printz / 713 N Pioneer Pass Tonto Basin AZ 85553	None	7/17/20	Attempted				Phillips

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7/13/20	Vacate Notice	None	None	Melvin Johnsen	Josh Salazar	Josh Salazar / 237 S Moonlight Dr Star Valley AZ 85541	None	7/17/20	Attempted				Phillips
7/17/20	Order of Protection	J0404PO2020000119	Payson Regional Justice Court	Protected Information	Christie McDowell	Christie McDowell / 985 W Beaver Flat Rd Payhson AZ 85541	Christie McDowell / 985 W Beaver Flat Rd Payhson AZ 85541	7/17/20	Served				Phillips
7/20/20	Hearing on Order of Protection	J0404PO2020000119	Payson Regional Justice Court	Protected Information	Christie McDowell	Protected Information	None	7/20/20	Attempted			129.8	McDaniel
7/20/20	Summons & Complaint	S0400CV202000207	Gila County Superior Court	William Tindall	Four Season Motor Sports	Statutory Agent / 16458 N AZ HWY 87 Payson AZ 85541	None	7/20/20	Attempted				McDaniel
7/13/20	Vacate Notice	None	None	Melvin Johnsen	Josh Salazar	Josh Salazar / 237 S Moonlight Dr Star Valley AZ 85541	Josh Salazar / 237 S Moonlight Dr Star Valley AZ 85541	7/20/20	Served				McDaniel
7/16/20	Order of Protection	J0404PO2020000116	Payson Regional Justice Court	Protected Information	Jesse Olson	Jesse Olson / 300 Block of E Boita St Payson AZ 85541	Jesse Olson / 300 Block of E Boita St Payson AZ 85541	7/20/20	Served				McDaniel
7/16/20	Cild Support Packet	DO20190047	Gila County Superior Court	State of Arizona	Joelyn Printz	Joelyn Printz / 713 N Pioneer Pass Tonto Basin AZ 85553	Joelyn Printz / 713 N Pioneer Pass Tonto Basin AZ 85553	7/20/20	Served				McDaniel
7/20/20	Subpoena	M0444TR2020012080	Payson Magistrate Court	State of Arizona	Jesus Soto	Officer Castaneda / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/20/20	Served				McDaniel
7/21/20	Child Custody Packet	DO202000165	Gila County Superior Court	Heather Hinrichs	Corey Martin	Corey Martin / 108 W Main St Payson AZ 85541	Corey Martin / 108 W Main St Payson AZ 85541	7/21/20	Served			79.0	McDaniel
7/20/20	Writ of Garnishment	CV2019-00188	Gila County Superior Court	A Sears Family Investments INC	Thomas R Sears	Sonic Corp / Mile Post 251 HWY 87 & BIA 101 Payson AZ 85541	Thomas Sears / Mile Post 251 HWY 87 & BIA 101 Payson AZ 85541	7/21/20	Served				McDaniel
7/21/20	Delivery for Court	None	Payson Regional Justice Court	Deliver Injunction Against Harassment to Plaintiff, is sick and unable to come to the court				7/21/20	Delivered				McDaniel
7/21/20	Summons	J0404CM2020000142	Payson Regional Justice Court	State of Arizona	Wesley Webb	Wesley Webb / 8030 W Gunsight Ridge Payson AZ 85541	Wesley Webb / 8030 W Gunsight Ridge Payson AZ 85541	7/21/20	Served				McDaniel
7/21/20	Writ of Restitution	2020CV170FD	Payson Regional Justice Court	Houston Creek RV Park	Brian Oelschlager	Brian Oelschlager / 480 S Rainbow Dr #7 Star Valley AZ 85541	Posted / 480 S Rainbow Dr #7 Star Valley AZ 85541	7/21/20	Served				McDaniel
7/20/20	Writ of Restitution	2020CV156	Gila County Superior Court	Houston Creek RV Park	Steven Tidwell	Steven Tidwell / 480 S Rainbow Dr Houston Creek Dr; Unit 3 Star Valley AZ 85541	Covid Quarantine	7/21/20	Attempted				McDaniel
7/21/20	Thirty Day Notice	None	None	Michael Evans	Sherrie Reed	Sherrie Reed / 254 E Trails West #1 Oxbow Estates Payson AZ 85541	Sherrie Reed / 254 E Trails West #1 Oxbow Estates Payson AZ 85541	7/21/20	Served				McDaniel
7/21/20	Criminal Subpoena	J0404CF2020057	Payson Regional Justice Court	State of Arizona	David Jones	Officer Evans / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/21/20	Served				McDaniel
7/21/20	Eviction Action Hearing	J0404CV2020000176	Payson Regional Justice Court	Donald Hinds	Jeremy Sarnowski & Cassie Kennedy	Jeremy Sarnowski & Cassie Kennedy / 1008 N Easy St Payson AZ 85541	None	7/21/20	Attempted				McDaniel
7/21/20	Eviction Action Hearing	J0404CV2020000176	Payson Regional Justice Court	Donald Hinds	Jeremy Sarnowski & Cassie Kennedy	Jeremy Sarnowski & Cassie Kennedy / 1008 N Easy St Payson AZ 85541	Posted & Certified Mailed / 1008 N Easy St Payson AZ 85541	7/22/20	Served			93.5	McDaniel
7/21/20	Divorce Packet	DO202000166	Gila County Superior Court	Noele Gingry	Leon Long	Leon Long / 204 S Colcord Rd #A Payson AZ 85541	Leon Long / Long Ranch Rd Payson AZ 85541	7/22/20	Served				McDaniel

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7/22/20	Order to Appear	DO20200165	Gila County Superior Court	Heather Hinrichs	Corey Martin	Corey Martin / 108 W Main St Payson AZ 85541	Corey Martin / 108 W Main St Payson AZ 85541	7/22/20	Served				Deputy Labonte
7/22/20	Eviction Notice	None	None	Kelly Pearce	Michael Romo	Michael Romo / 912 W Saddle Ln Payson AZ 85541	Michael Romo / 800 Block of Country Ln Payson AZ 85541	7/22/20	Served				McDaniel
7/22/20	Civil Subpoena	2020LC1	Star Valley Magistrate	Town of Star Valley	Timothy Wild	Pete's Place / 4145 E HWY 260 Star Valley AZ 85541	Art Georgian / 4145 E HWY 260 Star Valley AZ 85541	7/22/20	Served				McDaniel
7/22/20	Civil Subpoena	2020LC2	Star Valley Magistrate	Town of Star Valley	Art Georgian	Pete's Place / 4145 E HWY 260 Star Valley AZ 85541	Art Georgian / 4145 E HWY 260 Star Valley AZ 85541	7/22/20	Served				McDaniel
7/22/20	Civil Subpoena	2020LC1	Star Valley Magistrate	Town of Star Valley	Timothy Wild	Raymond Armington / Protected Information	Raymond Armington / Protected Information	7/22/20	Served				McDaniel
7/22/20	Civil Subpoena	2020LC2	Star Valley Magistrate	Town of Star Valley	Art Georgian	Raymond Armington / Protected Information	Raymond Armington / Protected Information	7/22/20	Served				McDaniel
7/22/20	Civil Subpoena	2020LC1	Star Valley Magistrate	Town of Star Valley	Timothy Wild	Roy Haught / Protected Information	Roy Haught / Protected Information	7/22/20	Served				McDaniel
7/22/20	Civil Subpoena	2020LC1	Star Valley Magistrate	Town of Star Valley	Timothy Wild	Ray Lahaye / Protected Information	Ray Lahaye / Protected Information	7/22/20	Served				McDaniel
7/22/20	Notice to Appear; Petition	JV202000089	Gila County Superior Court	State of Arizona	Protected Information	Kelly Roxberry / Protected Information	None	7/22/20	Attempted				McDaniel
7/22/20	Notice to Appear; Petition	JV202000089	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/22/20	Attempted				McDaniel
7/22/20	Civil Subpoena	2020LC2	Star Valley Magistrate	Town of Star Valley	Art Georgian	Joseph Soldevere / Protected Information	None	7/22/20	Attempted				McDaniel
7/22/20	Civil Subpoena	2020LC1	Star Valley Magistrate	Town of Star Valley	Timothy Wild	Joseph Soldevere / Protected Information	None	7/22/20	Attempted				McDaniel
7/22/20	Eviction Action Hearing	J0404CV2020000177	Payson Regional Justice Court	Borges Properties	Jan E Volz	Jan Volz / 300 E Aero Dr #3 Payson AZ 85541	Ryan Semenza Mitchell / 300 E Aero Dr #3 Payson AZ 85541	7/23/20	Served			217.8	Phillips
7/22/20	Eviction Action Hearing	J0404CV2020000178	Payson Regional Justice Court	Borges Properties	David Robinson & Lydia Clark	David Robinson & Lydia Clark / 321 S Moonlight Dr #A Star Valley AZ 85541	Lydia Clark / 321 S Moonlight Dr #A Star Valley AZ 85541	7/23/20	Served				Phillips
7/22/20	Notice to Appear; Petition	JV202000091	Gila County Superior Court	State of Arizona	Protected Information	Betty Guillen / Protected Information	Betty Guillen / Protected Information	7/23/20	Served				McDaniel
7/22/20	Amendment to Original Petition to Enforce a Court Order	DO201800428	Gila County Superior Court	Larry Hopson	Jennifer Hopson	Larry Hopson / 116 N Orion #4 Star Valley AZ 85541	Larry Hopson / 116 N Orion #4 Star Valley AZ 85541	7/23/20	Served				McDaniel
7/22/20	Notice to Appear; Petition	JV202000091	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/23/20	Attempted				Phillips
7/22/20	Notice to Appear; Petition	JV202000091	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/23/20	Served				Phillips
7/22/20	Notice to Appear; Petition	JV202000087	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/23/20	Served				McDaniel

Constable Activity Log - Monthly

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Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila
Precinct: Payson

Total Cases Served/Attempted: 163

Mileage Total: 3103.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/22/20	Notice to Appear; Petition	JV202000087	Gila County Superior Court	State of Arizona	Protected Information	Tabatha Gans / Protected Information	Tabatha Gans / Protected Information	7/23/20	Served				McDaniel
7/23/20	Summons & Complaint	2020CV173	Payson Regional Justice Court	LVNV Funding LLC	William Funke	William Funke / 306 W Roundup Rd Payson AZ 85541	William Funke / 306 W Roundup Rd Payson AZ 85541	7/23/20	Served				McDaniel
7/23/20	Summons & Complaint	S0400CV202000096	Gila County Superior Court	JPMorgan Chase Bank N.A.	Tonya Willis et al.	Tonya Willis / 902 N Matterhorn Rd Payson AZ 85541	None	7/23/20	Attempted				McDaniel
7/23/20	Summons & Complaint	S0400CV202000096	Gila County Superior Court	JPMorgan Chase Bank N.A.	Tonya Willis et al.	Tonya Willis / 902 N Matterhorn Rd Payson AZ 85541	Dennis Willis / 902 N Matterhorn Rd Payson AZ 85541	7/23/20	Served				McDaniel
7/20/20	Summons & Complaint	S0400CV202000182	Gila County Superior Court	Gunner Nanty	Carolyn & Charles Kershaw	Carolyn Kershaw / 254 S Cohea Ln Young AZ 85554	Carolyn Kershaw / 254 S Cohea Ln Young AZ 85554	7/23/20	Served				Phillips
7/20/20	Summons & Complaint	S0400CV202000182	Gila County Superior Court	Gunner Nanty	Carolyn & Charles Kershaw	Charles Kershaw / 254 S Cohea Ln Young AZ 85554	Carolyn Kershaw / 254 S Cohea Ln Young AZ 85554	7/23/20	Served				Phillips
7/24/20	Divorce Packet	DO202000169	Gila County Superior Court	Judith Intriere	Eugene Intrieri	Eugene Intrieri / 11105 N Houston Mesa Rd Payson AZ 85541	Eugene Intrieri / 11105 N Houston Mesa Rd Payson AZ 85541	7/24/20	Served			155.4	Phillips
7/24/20	Child Custody Packet	SV202000007	Gila County Superior Court	Kuylee Maksymowski	Jerry Morris	Jerry Morris / 345 E Garrels Star Valley AZ 85541	Jerry Morris / 345 E Garrels Star Valley AZ 85541	7/24/20	Served				Phillips
7/27/20	Order of Protection	M0747PO020009322	Glendale City Court	Protected Information	Steven Fesitner	Steven Feistner / 302 S Beeline HWY #115 Payson AZ 85541	Steven Feistner / 302 S Beeline HWY #115 Payson AZ 85541	7/27/20	Served			73.5	McDaniel
7/27/20	Subpoena	M0444CT2020012534	Payson Magistrate Court	State of Arizona	Stephen Garcia	Sgt McAnerny / 3030 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/27/20	Served				McDaniel
7/27/20	Summons & Complaint	CV2020-180	Payson Regional Justice Court	Michael & Pearl Manasseri	Anthony Vlahopoulos	Anthony Vlahopoulos / 614 S Beeline HWY Payson AZ 85541	Anthony Vlahopoulos / 614 S Beeline HWY Payson AZ 85541	7/27/20	Served				McDaniel
7/27/20	Child Support Paclet	DO202000154	Gila County Superior Court	State of Arizona	Michael Egbert	Malinda Sepala / 8150 Mescalero Rd Payson AZ 85541	None	7/27/20	Attempted				McDaniel
7/27/20	Child Support Paclet	DO202000154	Gila County Superior Court	State of Arizona	Michael Egbert	Malinda Sepala / 7415 N Toya Vista Rd Payson AZ 85541	None	7/27/20	Attempted				McDaniel
7/27/20	Divorce Packet	DO202000171	Gila County Superior Court	Julia Favela	Brain Manjarres	Brian Manjarres / 102 S Overland Ct Payson AZ 85541	None	7/27/20	Attempted				McDaniel
7/28/20	Subpoena	J0404CT2020001523	Payson Regional Justice Court	State of Arizona	Lauralyn Brightwell	Deputy Cross / 108 W Main St Payson AZ 85541	GCSO Mailbox & Email / 108 W Main St Payson AZ 85541	7/28/20	Served			112.0	McDaniel
7/27/20	Child Support Paclet	DO202000154	Gila County Superior Court	State of Arizona	Michael Egbert	Malinda Sepala / 300 N Beeline Payson AZ 85541	None	7/28/20	Attempted				McDaniel
7/28/20	Subpoena	M0444CT2020012314	Payson Magistrate Court	State of Arizona	Richard Likins	Officer Brennan / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/28/20	Served				McDaniel
7/28/20	Writ of Restitution	2020CV169FD	Payson Regional Justice Court	Houston Creek RV Park	Joshua Brant & Caroline Kaiser	Joshua Brant & Caroline Kaiser / 480 S Rainbow Dr 338 Star Valley AZ 85541	Posted / 480 S Rainbow Dr #38 Star Valley AZ 85541	7/28/20	Served				McDaniel
7/27/20	Divorce Packet	DO202000171	Gila County Superior Court	Julia Favela	Brain Manjarres	Brian Manjarres / 102 S Overland Ct Payson AZ 85541	None	7/28/20	Attempted				McDaniel

Constable Activity Log - Monthly

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Mileage Total: 3103.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/27/20	Divorce Packet	DO202000171	Gila County Superior Court	Julia Favela	Brain Manjarres	Brian Manjarres / 102 S Overland Ct Payson AZ 85541	Brian Manjarres / 102 S Overland Ct Payson AZ 85541	7/28/20	Served				McDaniel
7/28/20	Pretial conference Hearing Notice	J0404CM2020000072	Payson Regional Justice Court	County Prosecutor	Jami Schnack	Jami Schnack / 105 E Main St #117 Payson AZ 85541	Jami Schnack / 105 E Main St #117 Payson AZ 85541	7/28/20	Served				McDaniel
7/28/20	Injunction Against Harassment	J0404PO2020000124	Payson Regional Justice Court	Protected Information	Scott Trevey	Scott Trevey / 136 N Pinon Rd Payson AZ 85541	None	7/28/20	Attempted				McDaniel
7/29/20	Petition for Order of Protection	Y20-522	Clallam County Court	Protected Information	James Cook	James Cook / 108 W Main St Payson AZ 85541	James Cook / 108 W Main St Payson AZ 85541	7/29/20	Served			283.9	McDaniel
7/29/20	Injunction Against Harassment	J0404PO2020000125	Payson Regional Justice Court	Protected Information	Michael Manasseri	Michael Manasseri / 305 W Christopher Pt Payson AZ 85541	Michael Manasseri / 305 W Christopher Pt Payson AZ 85541	7/29/20	Served				McDaniel
7/28/20	Thirty Day Notice	None	None	The Owens Law Firm	Randy Everetts	Randy Everetts / 3632 N AZ HWY 87 #3 & 4 Pine AZ 85544	None	7/29/20	Attempted				McDaniel
7/28/20	Thirty Day Notice	None	None	The Owens Law Firm	Randy Everetts	Randy Everetts / 3632 N AZ HWY 87 #3 & 4 Pine AZ 85544	None	7/29/20	Attempted				McDaniel
7/28/20	Thirty Day Notice	None	None	The Owens Law Firm	Randy Everetts	Randy Everetts / 3632 N AZ HWY 87 #3 & 4 Pine AZ 85544	None	7/29/20	Attempted				McDaniel
7/29/20	Writ of Restitution	2020CV155FD	Payson Regional Justice Court	Forrest Wells	Jacquie Weger	Jacquie Weger / 164 Party Ln Young AZ 85554	Jacquie Weger / 164 Party Ln Young AZ 85554	7/30/20	Served			246.2	Phillips
7/30/20	Notice to Appear; Petition	JV202000094	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/30/20	Served				McDaniel
7/30/20	Notice to Appear; Petition	JV202000094	Gila County Superior Court	State of Arizona	Protected Information	Anne McGee / Protected Information	Anne McGee / Protected Information	7/30/20	Served				McDaniel
7/30/20	Criminal Subpoena	CR2019323	Gila County Superior Court	State of Arizona	Jerry Cobos	Emily Morton aka Brice / Protected Information	Emily Morton aka Brice / Protected Information	7/30/20	Served				McDaniel
7/30/20	Criminal Subpoena	CR2019323	Gila County Superior Court	State of Arizona	Jerry Cobos	Kelly Mercado / Protected Information	None	7/30/20	Attempted				McDaniel
7/30/20	Criminal Subpoena	CR2019323	Gila County Superior Court	State of Arizona	Jerry Cobos	Kelly Mercado / Protected Information	Kelly Mercado / Protected Information	7/30/20	Served				McDaniel
7/30/20	Criminal Subpoena	CR2019323	Gila County Superior Court	State of Arizona	Jerry Cobos	Officer Kieth / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/30/20	Served				McDaniel
7/30/20	Criminal Subpoena	CR2019323	Gila County Superior Court	State of Arizona	Jerry Cobos	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/30/20	Served				McDaniel
7/30/20	Criminal Subpoena	CR2019323	Gila County Superior Court	State of Arizona	Jerry Cobos	Frednando Cobos / Protected Information	None	7/30/20	Attempted				McDaniel
7/30/20	Criminal Subpoena	CR2019323	Gila County Superior Court	State of Arizona	Jerry Cobos	Frednando Cobos / Protected Information	Frednando Cobos / Protected Information	7/30/20	Served				McDaniel
7/28/20	Thirty Day Notice	None	None	The Owens Law Firm	Randy Everetts	Randy Everetts / 3632 N AZ HWY 87 #3 & 4 Pine AZ 85544	Randy Everetts / 3632 N AZ HWY 87 #3 & 4 Pine AZ 85544	7/30/20	Served				McDaniel

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/30/20	Injunction Against Harassment	J0404PO2020000126	Payson Regional Justice Court	Protected Information	John Burridge	John Burridge / 3933 E HWY 260 #34 Star Valley AZ 85541	John Burridge / 3933 E HWY 260 #34 Star Valley AZ 85541	7/30/20	Served				Phillips
7/29/20	Small Claims Complaint	CV2020185	Payson Regional Justice Court	Lisa Landin	Kelly Sterling	Kelly Sterling / 100 S Beeline HWY Payson AZ 85541	Kelly Sterling / 100 S Beeline HWY Payson AZ 85541	7/30/20	Served				Phillips
7/29/20	Small Claims Complaint	CV2020184	Payson Regional Justice Court	Ricky Guerrero	Kelly Sterling	Kelly Sterling / 100 S Beeline HWY Payson AZ 85541	Kelly Sterling / 100 S Beeline HWY Payson AZ 85541	7/30/20	Served				Phillips
7/30/20	Civil Citation; Petition	021967-E-TAX	Gila County Superior Court	State of Texas	Edison Leroy Conser Jr	Edison Leroy Conser Jr / 217 W Wade Ln #A Payson AZ 85541	Edison Leroy Conser Jr / 217 W Wade Ln #A Payson AZ 85541	7/30/20	Served				Phillips
7/30/20	Order of Protection	P0400PO202000044	Gila County Superior Court	Protected Information	Brian Mitchell	Brian Mitchell / 8157 W Dead Eye Rd #4 Payson AZ 85541	None	7/30/20	Attempted				Phillips
7/30/20	Order of Protection	P0400PO202000044	Gila County Superior Court	Protected Information	Brian Mitchell	Brian Mitchell / 8157 W Dead Eye Rd #4 Payson AZ 85541	Brian Mitchell / 8157 W Dead Eye Rd #4 Payson AZ 85541	7/30/20	Served				Phillips
7/31/20	Order of Protection	P0400PO202000045	Gila County Superior Court	Protected Information	Eugene Intrieri	Eugene Intrieri / 11105 N Houston Mesa Rd Payson AZ 85541	Eugene Intrieri / 11105 N Houston Mesa Rd Payson AZ 85541	7/31/20	Served			179.6	Phillips
7/31/20	Summons	M0444TR2020012105	Payson Magistrate Court	State of Arizona	Claudio Cruz Hernandez	Claudio Cruz Hernandez / 815 S Beeline HWY Payson AZ 85541	Claudio Cruz Hernandez / 815 S Beeline HWY Payson AZ 85541	7/31/20	Served				Phillips
7/31/20	Order of Protection	J0404PO2020000128	Payson Regional Justice Court	Protected Information	Sean Levendoski	Sean Levendoski / 1008 N Gila Dr Payson AZ 85541	None	7/31/20	Attempted				Phillips
7/31/20	Order of Protection	J0404PO2020000127	Payson Regional Justice Court	Protected Information	Jordan Anderson	Jordan Anderson / 1008 N Gila Dr Payson AZ 85541	None	7/31/20	Attempted				Phillips
7/31/20	Child Custody Packet	FC2009-051463	Maricopa County Superior Court	Theresa Waters	Chad Jacobs	Chad Jacobs / 3763 N Anvil Rd Pine AZ 85544	Chad Jacobs / 3763 N Anvil Rd Pine AZ 85544	7/31/20	Served				Phillips

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

129270 .05-68

DATE 8.3.2020

CONTRACT #

GRANT #

DEPOSIT TO FUND General Fund FUND #

REMITTING AGENCY Payson Constable #324

BILLING PERIOD July 2020

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1605.324.3405.80	CASH	Service Fees	40	00
	2182		40	00
	1164		2659	60
			2739	60

Preparer Signature: Kimberly Priest Title Constable Clerk

Approved Signature: 6/8 Title Constable

SUMMARY OF DEPOSIT

Currency	40
Coins	
Checks	2699.60
Total	2739.60

2x20=40

TREASURER By Date 8/6/2020

ORIGINATING OFFICE

141244

Terry Phillips
Deputy Constable

Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2019-2020

2019-2020 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	250	2,475.6	$1,894.28	$875.00	$2,769.28
AUGUST	221	2,496.8	$1,380.72	$875.00	$2,255.72
SEPTEMBER	187	2,167.0	$1,790.76	$875.00	$2,665.76
OCTOBER	146	2,918.2	$1,344.80	$875.00	$2,219.80
NOVEMBER	126	2,353.1	$1,898.68	$875.00	$2,773.68
DECEMBER	107	2,003.6	$1,303.52	$875.00	$2,178.52
JANUARY	109	2,068.4	$1,388.72	$875.00	$2,263.72
FEBRUARY	112	2,113.9	$1,188.96	$875.00	$2,063.96
MARCH	105	2,115.2	$1,228.80	$875.00	$2,103.80
APRIL	89	2,388.1	$1,015.28	$875.00	$1,890.28
MAY	110	2,730.3	$1,217.92	$875.00	$2,092.92
JUNE	106	2,650.7	$2,186.16	$875.00	$3,061.16
YEAR TOTAL:	1,668	28,480.9	$17,838.60	$10,500.00	$28,338.60

ARF-6229 **Consent Agenda Item** **3. H.**

Regular BOS Meeting

Meeting Date: 09/01/2020

Reporting Period: Monthly Report for July 2020

Submitted For: Mary Navarro, Justice Court Operations Mgr.

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for July 2020

Suggested Motion

Acknowledgment of the July 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly Report for July 2020

July, 2020	AZTEC CODE	CURRENT ACCOUNT CODE	OLD ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Automobile Theft Authority Fund	ZATA		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 457.67	$ 22.88	$ 434.79
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 390.01	$ 19.50	$ 370.51
Dangerous Plants, Pests, & Dieseases Trust Fund	ZDPP		STATE	$ -	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 190.00	$ 9.50	$ 180.50
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 4,059.78	$ -	$ 4,059.78
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,554.77	$ -	$ 1,554.77
FARE Enhanced Special Collections Fee	ZFAR3		STATE	$ 770.90	$ -	$ 770.90
FARE Enhancement Fee $49.00	ZFAR4		STATE	$ 1,388.95	$ -	$ 1,388.95
Game and Fish - Wildlife	ZGF		STATE	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,200.87	$ 60.04	$ 1,140.83
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ -	$ -	$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Public Safety Equipment Fund	ZPSEF		STATE	$ 1,297.51	$ 64.88	$ 1,232.63
State Treasurer General Fund	ZSTAT		STATE	$ -	$ -	$ -
AZ DPS Forensics Fund	ZADPS	0872-2061		$ 520.61	$ 26.04	$ 494.57
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	$ 23.28	$ 1.17	$ 22.11
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		$ 180.50	$ 9.03	$ 171.47
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		$ 9.50	$ 0.48	$ 9.02
$5 Constable Training Fund	ZCECF	0915-2061		$ -	$ -	$ -
Citizens Clean Elections	ZCEF	888-2061	T888-2061	$ 1,685.57	$ -	$ 1,685.57
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	$ 8,065.35	$ 403.27	$ 7,662.08
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 2,500.00	$ 125.00	$ 2,375.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	$ 399.53	$ 19.98	$ 379.55
DUI Abatement	ZDUIA	889-2061	T889-2061	$ -	$ -	$ -
Elected Officials Retirement Fund 14.09%	ZEORF	801-2061	T801-2061	$ 173.67	$ 8.69	$ 164.98
Elected Officials Retirement Plan 6.00%	ZEORP	0874-2061	0874-2061	$ 73.91	$ 3.70	$ 70.21
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 118.71	$ 5.94	$ 112.77
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 683.86	$ 34.20	$ 649.66
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 16,468.11	$ 823.41	$ 15,644.70
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,173.89	$ 58.70	$ 1,115.19
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 1,500.70	$ 75.04	$ 1,425.66
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 740.23	$ -	$ 740.23
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 77.30	$ -	$ 77.30
Judicial Collection Enhancement $13	ZJCS	840-2061	T840-2061	$ 1,379.21	$ -	$ 1,379.21
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	$ 199.98	$ 10.00	$ 189.98
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,349.82	$ -	$ 1,349.82
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 192.00	$ 9.60	$ 182.40
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 937.72	$ -	$ 937.72
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 625.14	$ -	$ 625.14
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 137.98	$ 6.90	$ 131.08
Law Enforcement Boating Safety Fund	ZLEAB	958-2061		$ -	$ -	$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ -	$ -	$ -
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	$ 2,330.88	$ 116.55	$ 2,214.33
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	$ 1,293.53	$ 64.68	$ 1,228.85
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	$ 161.71	$ 8.09	$ 153.62
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	$ 69.80	$ 3.49	$ 66.31
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	$ 68.10	$ 3.41	$ 64.69
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	$ 484.61	$ 24.24	$ 460.37
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	$ -	$ -	$ -
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	$ -	$ -	$ -
Officer Safety Equipment-Animal Control	ZOS10		T942-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	$ -	$ -	$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	0953-2061	$ 3.99	$ 0.20	$ 3.79
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	$ 14.66	$ 0.74	$ 13.92
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	$ -	$ -	$ -
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	$ 1.21	$ 0.07	$ 1.14
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	$ 3.96	$ 0.20	$ 3.76
Officer Safety Equipment - Attorney General Office	ZOS26	959-2061		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 69.06	$ 3.46	$ 65.60
Over Payment Refund	ZOVR			$ -	$ -	$ -
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 568.81	$ 28.45	$ 540.36
Prison Construction Fund	ZPCOF	908-2061	T908-2061	$ 2,685.40	$ 134.27	$ 2,551.13
Peace Officer Train. Equip. Fund $4	ZPOTE	0963-2061		$ 461.55	$ 23.08	$ 438.47
Probation Surcharge 2006 ($10.00)	ZPRS6	871-2061	T871-2061	$ -	$ -	$ -
Probation Surcharge 2009 ($20.00)	ZPRS9	871-2061	T871-2061	$ -	$ -	$ -

Probation Surcharge $5.00	ZPRSU	871-2061	T871-2061	$ 3,510.44	$ 175.53	$ 3,334.91
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 1,394.05	$ -	$ 1,394.05
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ -	$ -	$ -
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ -	$ -	$ -
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ 100.83	$ 5.05	$ 95.78
Technical Registration Fund ($15 Drug offenses)	ZTECH	0833-2061		$ -	$ -	$ -
Victims Assistance Fund	ZVAF	814-2061	T814-2061	$ -	$ -	$ -
Victims Compensation Assist. Fund $9	ZVCAF	0954-2061		$ 420.42	$ 21.03	$ 399.39
Victim Rights Enforcement Fund	ZVREA	0957-2061	T957-2061	$ 304.71	$ 15.24	$ 289.47
Victim Rights Essessment Fund $9	ZVRF	0847-2061		$ 698.78	$ 34.94	$ 663.84
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 14.01	$ 0.71	$ 13.30
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				**$ 65,187.54**	**$ 2,461.38**	**$ 62,726.16**

TOTAL ADJUSTED BALANCE VERIFICATION	$ 62,726.16
TOTAL RESTITUTION RECEIVED	**$ -**
TOTAL RECEIPTS THIS MONTH	**$ 65,187.54**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
08/13/20	1066	$ 11,133.66	ARIZONA STATE TREASURER
		$ 54,040.58	GILA COUNTY TREASURER
08/13/20	1067	$ 13.30	GILA COUNTY SHERIFF D.A.R.E.
		$ -	GPD SUSPENDED PLATES
		$ -	MPD SUSPENDED PLATES
		$ 65,187.54	**TOTAL DISTRIBUTIONS THIS MONTH**

$ - Over Payment Refunded

I, Jordan Reardon, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of JULY 2020.

Justice of the Peace

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: July, 2020

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$ 14,088.82**
RECEIVED DURING THE MONTH	**$ 5,424.00**
DISBURSED DURING THE MONTH	**$ 12,308.82**
BALANCE AT THE END OF THE MONTH	**$ 7,204.00**

Financial Clerk

Justice of the Peace/Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-6231 **Consent Agenda Item** **3. I.**

Regular BOS Meeting

Meeting Date: 09/01/2020

Reporting Period: July 2020

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region

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Information

Subject

Payson Regional Justice of Peace's Office Monthly Report for July 2020

Suggested Motion

Acknowledgment of the July 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

July 2020

July reports

PAYSON JUSTICE COURT TREASURER'S RECAP

JULY, 2020 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
AZ DPS Forensics Fund	ZADPS	0872-000-000-2061-00	0872-2061	$ 530.19	$ 26.51	$ 503.68
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 41.41	$ 2.07	$ 39.34
Public Defender Fee	ZPUBZ	1005000-314-000-3400-11	X10501314004383	$ -		$ -
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ 18.52	$ 0.93	$ 17.59
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ 0.98	$ 0.05	$ 0.93
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	$ 40.00	$ 2.00	$ 38.00
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	$ 1,028.53		$ 1,028.53
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 4,410.86	$ 220.54	$ 4,190.32
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	$ 5,900.00	$ 295.00	$ 5,605.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 83.29	$ 4.16	$ 79.13
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 308.83	$ 15.44	$ 293.39
Elected Officials Retirement Plan 6%	ZEORP			$ 131.46	$ 6.57	$ 124.89
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	$ 1,216.18	$ 60.81	$ 1,155.37
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 9,155.88	$ 457.79	$ 8,698.09
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 714.36	$ 35.72	$ 678.64
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 50.00	$ 2.50	$ 47.50
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004615	$ 342.51		$ 342.51
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 137.54	$ 6.88	$ 130.66
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 636.12		$ 636.12
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 355.58	$ 17.78	$ 337.80
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 1,349.53		$ 1,349.53
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	$ -	$ -	$ -
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,326.67	$ 66.33	$ 1,260.34
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 717.17	$ 35.86	$ 681.31
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 89.68	$ 4.48	$ 85.20
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 0.41	$ 0.02	$ 0.39
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 61.72	$ 3.09	$ 58.63
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 259.07	$ 12.95	$ 246.12
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ 22.66	$ 1.13	$ 21.53
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 14.52	$ 0.73	$ 13.79
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVER	1005000-314-000-3510-10	X105-4831	$ 19.00	$ 0.95	$ 18.05
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	$ -	$ -	$ -
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		$ 284.42	$ 14.22	$ 270.20
Probation Surcharge 2006 ($10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	$ -	$ -	$ -
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ -	$ -	$ -
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ 1,821.95	$ 91.10	$ 1,730.85
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 845.84	$ 42.29	$ 803.55
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	$ 571.80		$ 571.80
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 381.20		$ 381.20
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ -	$ -	$ -
Victim Comp Assistance Fund	ZVCAF	0954-2061		$ 267.00	$ 13.35	$ 253.65
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		$ 176.29	$ 8.81	$ 167.48
Victim Rights Fund	ZVRF	847-2061		$ 443.70	$ 22.19	$ 421.51
Bonds Forfeited to Treasurer	ZWAR	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP	0833-2061	STATE/COUNTY	$ -	$ -	$ -
ARSON	ZADRF	0883-2061	STATE/COUNTY	$ -		
Child Passenger Restraint	ZCPRF	0883-2061	STATE/COUNTY	$ 57.60	$ 2.88	$ 54.72
Drug and Gang Enforcement Fines	ZDECJ	0883-2061	STATE/COUNTY	$ 1,521.79	$ 76.09	$ 1,445.70
DUI Abatement	ZDUIA	0883-2061	STATE/COUNTY	$ 151.00	$ 7.55	$ 143.45
Domestic Violence Services Fund	ZDVSF	0883-2061	STATE/COUNTY	$ 19.50	$ 0.98	$ 18.52
FARE Special Collection Fee 19%	ZFAR1	0883-2061	STATE/COUNTY	$ 356.76		$ 356.76
FARE Delinquency Fee $35.00	ZFAR2		STATE/COUNTY	$ 212.65		$ 212.65
FARE Enhanced Special Collection Fee	ZFAR3		STATE/COUNTY	$ -		
FARE Enhanced Delinquency Fee	ZFAR4		STATE/COUNTY	$ -		
Game and Fish - Wildlife	ZGF		STATE/COUNTY	$ 333.55	$ 16.68	$ 316.87
HURF 1 28-5438, 2533C	ZHRF1		STATE/COUNTY	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE/COUNTY	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE/COUNTY	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE/COUNTY	$ 1,844.96	$ 92.25	$ 1,752.71
Registrar of Contractors	ZRCA		STATE/COUNTY	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE/COUNTY	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE/COUNTY	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE/COUNTY	$ 297.67	$ 14.88	$ 282.79
Sex Offender Mon Fund	ZSOMF		STATE/COUNTY	$ -	$ -	$ -
State Photo Enforcement Base Fine	ZSPBF		STATE/COUNTY	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE/COUNTY	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ -		$ -
Gila County DARE Program	ZDARE	0855-2061	GILA COUNTY	$ 50.00	$ 2.50	$ 47.50
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 135.01	$ 6.75	$ 128.26
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (T.A.R. Police)	ZSLPA		T.A.R. POLICE	$ -	$ -	$ -
TOTALS				**$ 38,735.36**	**$ 1,692.81**	**$ 37,042.55**
			TOTAL ADJUSTED BALANCE VERIFICATION			**$ 37,042.55**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/4/20	6586	**$ 33,975.43**	GILA COUNTY TREASURER
		$ 4,584.17	ARIZONA STATE TREASURER
		$ -	GILA COUNTY BAD CHECK PROGRAM
		$ 47.50	GILA COUNTY: DARE
		$ 128.26	SHERIFF SUSPENDED PLATES AND HURF
		$ -	CITY SUSPENDED PLATES AND HURF
		$ -	T.A.R. SUSPENDED PLATES AND HURF
All Funds to Gila County Treasurer		**$ 38,735.36**	**TOTAL DISTRIBUTIONS THIS MONTH**

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JULY, 2020.

_____

DOROTHY A. LITTLE
Gila County Justice of the Peace

Limited Jurisdiction Courts
Misdemeanor, Criminal And Civil Traffic Caseload Summary By
PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 7/1/2020 END DATE :7/31/2020

	Misdemeanor Criminal and Civil Traffic Caseload Summary by Charge	INCOMING				OUTGOING			
	Column ID	1	2	3	4	5	6	7	8
LINE ID	CASE TYPE	New Filing & Transfers In	Reopened	Reactivated	Total Charges Incoming	Terminations: Entry of Judgment	Terminations: Default Judgment	Terminations: Reopened	Placed Inacti Statu
	Section - 1 Misdemeanor								
	Person								
A	Person-Sex Offenses	0	0	0	0	0	0	0	0
B	Person-Kidnapping	0	0	0	0	0	0	0	0
C	Person-Aggravated Assaults	0	0	0	0	0	0	0	0
D	Person-Other Assaults	6	0	0	6	2	0	0	0
	Property								
E	Property-Burglary	0	0	0	0	0	0	0	0
F	Property-Auto Theft	0	0	0	0	0	0	0	0
G	Property-Other	1	0	0	1	2	0	0	0
	Other								
H	Drug Possession/Paraphernalia	4	0	0	4	9	0	0	0
I	Weapons	0	0	0	0	0	0	0	0
J	Public Order	8	0	0	8	2	0	0	0
K	Interfering With Judicial Proceedings	0	0	0	0	0	0	0	0
L	Failure to Appear/Misd&CrimTraffic	1	0	0	1	2	0	0	0
M	Petty Offenses	0	0	0	0	1	0	0	0
N	Other	4	0	0	4	6	0	0	0
	Section - 2 Criminal Traffic								
	DUI								
A	Motor Vehicle	7	0	0	7	9	0	0	0

y Charge

	9
on ve us	Total Charges Outgoing
	0
	0
	0
	2
	0
	0
	2
	9
	0
	2
	0
	2
	1
	6
	9

B	Extreme Motor Vehicle	0	0	0	0	4	0	0
C	Boating/Flying	0	0	0	0	0	0	0
	Serious Violations							
D	Leaving the Scene	1	0	0	1	0	0	0
E	Reckless Driving	0	0	0	0	0	0	0
F	Racing on Highway	0	0	0	0	0	0	0
G	All Other	0	0	0	0	0	0	0
	Other Violations							
H	Criminal Speed	2	0	0	2	6	0	0
I	All Other	10	0	1	11	8	0	0
	Section - 3 CivilTraffic							
A	Driver License	7	2	0	9	0	1	2
B	Registration	10	2	0	12	5	6	2
C	Insurance	12	2	0	14	9	6	2
D	Speeding	61	16	0	77	76	25	16
E	Excessive Speeding	8	3	0	11	12	11	3
F	Red Light	0	0	0	0	1	0	0
G	Seat Belt	16	1	0	17	5	11	1
H	State DPS Photo Enforcement	0	0	0	0	0	0	0
I	Other Civil Traffic	18	6	0	24	16	3	6
	Section - 4 Local - Non Criminal Ordinances							
A	Parking	0	0	0	0	0	0	0
B	Non-Parking	2	1	0	3	3	2	1
	Section - 5 Felony							
A	Total Felony	36	0	0	36	32	0	0
	GRAND TOTAL	**214**	**33**	**1**	**248**	**210**	**65**	**33**
	Section - 6 Domestic Violence							
A	Felony-Domestic Violence	0	0	0	0	0	0	0
B	Misdemeanor-Domestic Violence	12	0	0	12	3	0	0
	Section - 7 Special Case Characteristics							
A	Self Represented Litigants	178	33	1	212	167	65	33
B	Interpreter Services Provided	0	0	0	0	2	0	0

0	4
0	0
0	0
0	0
0	0
0	0
0	6
0	8
0	3
0	13
0	17
0	117
0	26
0	1
0	17
0	0
0	25
0	0
0	6
0	32
0	**308**
0	0
0	3
0	265
0	2

Limited Jurisdict
Civil Caseload Sum
PAYSON REGIONAL JUST

START DATE : 7/1/2020

	Column ID	1	2	3	4	5	6
LINE ID	CASE TYPE	Begin Pending		New Filing	Transfer In	Reopened	Reactivated
		Active	Inactive				
	Section - 1 Civil						
A	Small Claims	24	0	4	0	0	0
B	Forcible Detainer / Eviction Action	7	0	7	0	0	0
C	Tort	0	0	0	0	0	0
D	Contract	2	0	0	0	0	0
E	Debt-Seller Plaintiff	0	0	0	0	0	0
F	Other Civil	115	1	18	0	0	0
G	Total Civil Complaints	**148**	**1**	**29**	**0**	**0**	**0**
	Section - 2 Domestic Violence & Harassment Petitions						
A	Civil Emergency Order of Protection	0	0	0	0	0	0
B	Civil Order of Protection	19	0	14	0	2	0
C	Injunction Against Harassment	30	0	5	0	0	0
D	Injunction Against Workplace Harassment	1	0	0	0	0	0
	Section - 3 Special Case Characteristics						
A	Self Represented Litigants	197	1	46	0	2	0
B	Interpreter Provided	0	0	0	0	0	0

tion Courts
nmary Report
TICE COURT - 404

END DATE : 7/31/2020

7	8	9	10	11	12	13
Terminations		Placed on Inactive Status	Statistical Correction		End Pending	
Entry of Judgment	Reopened		Active	Inactive	Active	Inactive
5	0	0			23	0
9	0	0			5	0
0	0	0			0	0
0	0	0			2	0
0	0	0			0	0
11	0	0			122	1
25	**0**	**0**			**152**	**1**
0	0	0			0	0
14	0	0			21	0
6	0	0			29	0
0	0	0			1	0
44	0	0			201	1
0	0	0			0	0

PAYSON JUSTICE COURT TREASURER'S RECAP

JULY, 2020 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
AZ DPS Forensics Fund	ZADPS	0872-000-000-2061-00	0872-2061	$ 530.19	$ 26.51	$ 503.68
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 41.41	$ 2.07	$ 39.34
Public Defender Fee	ZPUBZ	1005000-314-000-3400-11	X10501314004383	$ -		$ -
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ 18.52	$ 0.93	$ 17.59
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ 0.98	$ 0.05	$ 0.93
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	$ 40.00	$ 2.00	$ 38.00
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	$ 1,028.53		$ 1,028.53
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 4,410.86	$ 220.54	$ 4,190.32
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	$ 5,900.00	$ 295.00	$ 5,605.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 83.29	$ 4.16	$ 79.13
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 308.83	$ 15.44	$ 293.39
Elected Officials Retirement Plan 6%	ZEORP			$ 131.46	$ 6.57	$ 124.89
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	$ 1,216.18	$ 60.81	$ 1,155.37
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 9,155.88	$ 457.79	$ 8,698.09
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 714.36	$ 35.72	$ 678.64
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 50.00	$ 2.50	$ 47.50
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004615	$ 342.51		$ 342.51
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 137.54	$ 6.88	$ 130.66
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 636.12		$ 636.12
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 355.58	$ 17.78	$ 337.80
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 1,349.53		$ 1,349.53
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	$ -	$ -	$ -
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,326.67	$ 66.33	$ 1,260.34
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 717.17	$ 35.86	$ 681.31
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 89.68	$ 4.48	$ 85.20
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 0.41	$ 0.02	$ 0.39
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 61.72	$ 3.09	$ 58.63
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 259.07	$ 12.95	$ 246.12
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ 22.66	$ 1.13	$ 21.53
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 14.52	$ 0.73	$ 13.79
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVER	1005000-314-000-3510-10	X105-4831	$ 19.00	$ 0.95	$ 18.05
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	$ -	$ -	$ -
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		$ 284.42	$ 14.22	$ 270.20
Probation Surcharge 2006 ($10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	$ -	$ -	$ -
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ -	$ -	$ -
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ 1,821.95	$ 91.10	$ 1,730.85
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 845.84	$ 42.29	$ 803.55
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	$ 571.80		$ 571.80
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 381.20		$ 381.20
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ -	$ -	$ -
Victim Comp Assistance Fund	ZVCAF	0954-2061		$ 267.00	$ 13.35	$ 253.65
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		$ 176.29	$ 8.81	$ 167.48
Victim Rights Fund	ZVRF	847-2061		$ 443.70	$ 22.19	$ 421.51
Bonds Forfeited to Treasurer	ZWAR	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP	0833-2061	STATE/COUNTY	$ -	$ -	$ -
ARSON	ZADRF	0883-2061	STATE/COUNTY	$ -		
Child Passenger Restraint	ZCPRF	0883-2061	STATE/COUNTY	$ 57.60	$ 2.88	$ 54.72
Drug and Gang Enforcement Fines	ZDECJ	0883-2061	STATE/COUNTY	$ 1,521.79	$ 76.09	$ 1,445.70
DUI Abatement	ZDUIA	0883-2061	STATE/COUNTY	$ 151.00	$ 7.55	$ 143.45
Domestic Violence Services Fund	ZDVSF	0883-2061	STATE/COUNTY	$ 19.50	$ 0.98	$ 18.52
FARE Special Collection Fee 19%	ZFAR1	0883-2061	STATE/COUNTY	$ 356.76		$ 356.76
FARE Delinquency Fee $35.00	ZFAR2		STATE/COUNTY	$ 212.65		$ 212.65
FARE Enhanced Special Collection Fee	ZFAR3		STATE/COUNTY	$ -		
FARE Enhanced Delinquency Fee	ZFAR4		STATE/COUNTY	$ -		
Game and Fish - Wildlife	ZGF		STATE/COUNTY	$ 333.55	$ 16.68	$ 316.87
HURF 1 28-5438, 2533C	ZHRF1		STATE/COUNTY	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE/COUNTY	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE/COUNTY	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE/COUNTY	$ 1,844.96	$ 92.25	$ 1,752.71
Registrar of Contractors	ZRCA		STATE/COUNTY	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE/COUNTY	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE/COUNTY	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE/COUNTY	$ 297.67	$ 14.88	$ 282.79
Sex Offender Mon Fund	ZSOMF		STATE/COUNTY	$ -	$ -	$ -
State Photo Enforcement Base Fine	ZSPBF		STATE/COUNTY	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE/COUNTY	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ -		$ -
Gila County DARE Program	ZDARE	0855-2061	GILA COUNTY	$ 50.00	$ 2.50	$ 47.50
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 135.01	$ 6.75	$ 128.26
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (T.A.R. Police)	ZSLPA		T.A.R. POLICE	$ -	$ -	$ -
TOTALS				**$ 38,735.36**	**$ 1,692.81**	**$ 37,042.55**
			TOTAL ADJUSTED BALANCE VERIFICATION			**$ 37,042.55**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/4/20	6586	**$ 33,975.43**	GILA COUNTY TREASURER
		$ 4,584.17	ARIZONA STATE TREASURER
		$ -	GILA COUNTY BAD CHECK PROGRAM
		$ 47.50	GILA COUNTY: DARE
		$ 128.26	SHERIFF SUSPENDED PLATES AND HURF
		$ -	CITY SUSPENDED PLATES AND HURF
		$ -	T.A.R. SUSPENDED PLATES AND HURF
All Funds to Gila County Treasurer		**$ 38,735.36**	**TOTAL DISTRIBUTIONS THIS MONTH**

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JULY, 2020.

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DOROTHY A. LITTLE
Gila County Justice of the Peace

Limited Jurisdiction Courts
Misdemeanor, Criminal And Civil Traffic Caseload Summary By
PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 7/1/2020 END DATE :7/31/2020

	Misdemeanor Criminal and Civil Traffic Caseload Summary by Charge	INCOMING				OUTGOING			
	Column ID	1	2	3	4	5	6	7	8
LINE ID	CASE TYPE	New Filing & Transfers In	Reopened	Reactivated	Total Charges Incoming	Terminations: Entry of Judgment	Terminations: Default Judgment	Terminations: Reopened	Placed Inacti Statu
	Section - 1 Misdemeanor								
	Person								
A	Person-Sex Offenses	0	0	0	0	0	0	0	0
B	Person-Kidnapping	0	0	0	0	0	0	0	0
C	Person-Aggravated Assaults	0	0	0	0	0	0	0	0
D	Person-Other Assaults	6	0	0	6	2	0	0	0
	Property								
E	Property-Burglary	0	0	0	0	0	0	0	0
F	Property-Auto Theft	0	0	0	0	0	0	0	0
G	Property-Other	1	0	0	1	2	0	0	0
	Other								
H	Drug Possession/Paraphernalia	4	0	0	4	9	0	0	0
I	Weapons	0	0	0	0	0	0	0	0
J	Public Order	8	0	0	8	2	0	0	0
K	Interfering With Judicial Proceedings	0	0	0	0	0	0	0	0
L	Failure to Appear/Misd&CrimTraffic	1	0	0	1	2	0	0	0
M	Petty Offenses	0	0	0	0	1	0	0	0
N	Other	4	0	0	4	6	0	0	0
	Section - 2 Criminal Traffic								
	DUI								
A	Motor Vehicle	7	0	0	7	9	0	0	0

y Charge

	9
on ve us	Total Charges Outgoing
	0
	0
	0
	2
	0
	0
	2
	9
	0
	2
	0
	2
	1
	6
	9

B	Extreme Motor Vehicle	0	0	0	0	4	0	0
C	Boating/Flying	0	0	0	0	0	0	0
	Serious Violations							
D	Leaving the Scene	1	0	0	1	0	0	0
E	Reckless Driving	0	0	0	0	0	0	0
F	Racing on Highway	0	0	0	0	0	0	0
G	All Other	0	0	0	0	0	0	0
	Other Violations							
H	Criminal Speed	2	0	0	2	6	0	0
I	All Other	10	0	1	11	8	0	0
	Section - 3 CivilTraffic							
A	Driver License	7	2	0	9	0	1	2
B	Registration	10	2	0	12	5	6	2
C	Insurance	12	2	0	14	9	6	2
D	Speeding	61	16	0	77	76	25	16
E	Excessive Speeding	8	3	0	11	12	11	3
F	Red Light	0	0	0	0	1	0	0
G	Seat Belt	16	1	0	17	5	11	1
H	State DPS Photo Enforcement	0	0	0	0	0	0	0
I	Other Civil Traffic	18	6	0	24	16	3	6
	Section - 4 Local - Non Criminal Ordinances							
A	Parking	0	0	0	0	0	0	0
B	Non-Parking	2	1	0	3	3	2	1
	Section - 5 Felony							
A	Total Felony	36	0	0	36	32	0	0
	GRAND TOTAL	**214**	**33**	**1**	**248**	**210**	**65**	**33**
	Section - 6 Domestic Violence							
A	Felony-Domestic Violence	0	0	0	0	0	0	0
B	Misdemeanor-Domestic Violence	12	0	0	12	3	0	0
	Section - 7 Special Case Characteristics							
A	Self Represented Litigants	178	33	1	212	167	65	33
B	Interpreter Services Provided	0	0	0	0	2	0	0

0	4
0	0
0	0
0	0
0	0
0	0
0	6
0	8
0	3
0	13
0	17
0	117
0	26
0	1
0	17
0	0
0	25
0	0
0	6
0	32
0	**308**
0	0
0	3
0	265
0	2

Limited Jurisdict
Civil Caseload Sum
PAYSON REGIONAL JUST

START DATE : 7/1/2020

	Column ID	1	2	3	4	5	6
LINE ID	CASE TYPE	Begin Pending		New Filing	Transfer In	Reopened	Reactivated
		Active	Inactive				
	Section - 1 Civil						
A	Small Claims	24	0	4	0	0	0
B	Forcible Detainer / Eviction Action	7	0	7	0	0	0
C	Tort	0	0	0	0	0	0
D	Contract	2	0	0	0	0	0
E	Debt-Seller Plaintiff	0	0	0	0	0	0
F	Other Civil	115	1	18	0	0	0
G	Total Civil Complaints	**148**	**1**	**29**	**0**	**0**	**0**
	Section - 2 Domestic Violence & Harassment Petitions						
A	Civil Emergency Order of Protection	0	0	0	0	0	0
B	Civil Order of Protection	19	0	14	0	2	0
C	Injunction Against Harassment	30	0	5	0	0	0
D	Injunction Against Workplace Harassment	1	0	0	0	0	0
	Section - 3 Special Case Characteristics						
A	Self Represented Litigants	197	1	46	0	2	0
B	Interpreter Provided	0	0	0	0	0	0

tion Courts
nmary Report
TICE COURT - 404

END DATE : 7/31/2020

7	8	9	10	11	12	13
Terminations		Placed on Inactive Status	Statistical Correction		End Pending	
Entry of Judgment	Reopened		Active	Inactive	Active	Inactive
5	0	0			23	0
9	0	0			5	0
0	0	0			0	0
0	0	0			2	0
0	0	0			0	0
11	0	0			122	1
25	**0**	**0**			**152**	**1**
0	0	0			0	0
14	0	0			21	0
6	0	0			29	0
0	0	0			1	0
44	0	0			201	1
0	0	0			0	0