PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN 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). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, FEBRUARY 18, 2020 - 10:00 A.M.

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

2. **PRESENTATIONS:**

   A. Presentation of information on the University of Arizona's Cooperative Extension Family Consumer Health Science Program. **(Ashley Dixon)**

   B. Presentation of information on Northeastern Arizona Innovative Workforce Solutions. **(Stephanie Ray)**

3. **REGULAR AGENDA ITEMS:**

   A. Information/Discussion/Action to approve and authorize the Chairman's signature on the Arizona Department of Environmental Quality (ADEQ) Government Services Contract not to exceed $15,000 whereby ADEQ will conduct a lead and asbestos survey on the building located at 621 W. Hwy 177, Hayden, Arizona. **(Woody Cline)**

   B. Information/Discussion/Action to approve Intergovernmental Agreement (IGA) No. 120119 with the Town of Winkelman for Justice Court case management of the Town's criminal misdemeanor and criminal traffic case filings and terminations, and authorize the Chairman's signature on the IGA. **(Jordan Reardon)**

C. Information/Discussion/Action to approve Professional Services Contract No. 020120 with Bose Public Affairs Group, which will terminate Contract No. 071014-2 to continue providing lobbying and consulting services at the federal government level to Gila County in the amount of $84,000 per year (at a rate of $7,000 per month) plus up to $4,000 in travel related expenses, effective February 1, 2020, through June 30, 2021. **(Mary Springer)**

D. Information/Discussion/Action to adopt Resolution No. 20-02-02 designating emergency voting centers for the March 17, 2020 Presidential Preference Election. **(Eric Mariscal)**

E. Information/Discussion/Action to acknowledge receipt of the Gila County Homeless Task Force Strategic Plan 2019-2022 as submitted by the Community Services Department Director and as required by the Arizona Department of Housing. **(Malissa Buzan)**

4. **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 Mr. Joe Albo, Ms. Daisy Flores and Mr. Gary V. Scales as Superior Court Judges *Pro Tempore* for the period of June 30, 2020 until July 1, 2021.

B. Approval of Amendment No. 2 to Professional Services Contract No. 040519 with Collins & Collins, Attorneys at Law, to increase the contract by $22,600 for a new contract amount not to exceed $34,600 for the contract term July 1, 2019, to June 30, 2020.

C. Approval of Amendment No 3 to Professional Services Contract No. 051017 with Harriette P. Levitt to increase the contract by $5,500 for the contract term of July 1, 2019, to June 30, 2020, due to the increased demand for appointments; amount not to exceed $10,500 for the contract term July 1, 2019, to June 30, 2020.

D. Approval of Amendment No. 7 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County, Gila Employment and Special Training Division, to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.

E. Approval to appoint Bryan Goslin to the Gila County Planning and Zoning Commission to fulfill Bill Marshall's unexpired term of office that ends on December 31, 2022.

F. Approval to appoint Bryan Goslin to the Gila County Board of Adjustment to fulfill Bill Marshall's unexpired term of office that ends on December 31, 2021.

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 208-07-028 to A. Denton Cline.

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 208-07-029 to A. Denton Cline.

I. Approval of the Human Resources Department monthly activity reports for January 2020.

J. Approval of finance reports/demands/transfers for the month of January 2020.

K. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the month of January 2020.

5. **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.

6. 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.

7. **EXECUTIVE SESSION:**

A. Information/Discussion/Action to vote to hold an executive session under A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation to obtain legal advice from the Board's attorneys regarding the Mutual Release and Settlement Agreement concerning Ray Stephens, Jr. and Julie La Magna, and in order for the Board to consider its position and instruct its attorneys regarding the Board's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve

litigation. **(Jeff Dalton)**

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-5869 **Presentation 2. A.**

Regular BOS Meeting

Meeting Date: 02/18/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

University of Arizona Cooperative Extension Programs

Background Information

The University of Arizona offers many services through its Cooperative Extension offices. The Cooperative Extension Service is in more than 100 colleges and universities that comprise the nation's Land-Grant University System; it is in all 50 states and U.S. Trust Territories; Cooperative Extension has an office in or near most of the nation's approximately 3,000 counties; and it has support from more than 600,000 volunteers nationwide, impacting 6.5 million young people in 4-H. In Gila County, there is a Cooperative Extension office in Globe, Payson and San Carlos.

Cooperative Extension program areas include agriculture and range management, animal science, natural resources, 4-H youth development, family consumer health science, horticulture, and forest health.

Evaluation

For many years, the Gila County Board of Supervisors has budgeted funds to assist the Gila County Cooperative Extension programs. Cooperative Extension faculty recently met with the County Manager and Deputy County Manager and it was decided that the Board of Supervisors and the public would benefit from a more in-depth presentation of the Cooperative Extension program areas and needs on a quarterly basis.

Conclusion

This will be the first quarterly presentation of Gila County Cooperative Extension programs. Ashley Dixon, Family Consumer Health Science Agent, will provide information on the family consumer health science program.

Recommendation

N/A

Suggested Motion

Presentation of information on the University of Arizona's Cooperative Extension Family Consumer Health Science Program. **(Ashley Dixon)**

Attachments

No file(s) attached.

ARF-5873 **Presentation** **2. B.**

Regular BOS Meeting

Meeting Date: 02/18/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Presentation of information on Northeastern Arizona Innovative Workforce Solutions

Background Information

On July 1, 2015, the Workforce Development Board consisting of Gila County and Pinal County ceased to exist. On that same day, Navajo County, Apache County and Gila County incorporated into a new Local Workforce Development Board per the Workforce Innovation Opportunity Act (WIOA). The Northeastern Arizona Innovative Workforce Solutions (NEAZIWS) local area was formed. The Navajo County Board of Supervisors is the Chief Elected Official of the NEAZIWS Local Workforce Development Board. The Board's mission is to facilitate business retention and growth by partnering with education, service agencies and the business community to empower individuals with skills that promote self-sufficiency.

Ms. Stephanie Ray is the Executive Director of the NEAZIWS and she has offered to provide a presentation to the Board on the purpose, services and activities of the NEAZIWS local area.

Evaluation

It would be advantageous for the Board of Supervisors and the public to receive information on the purpose, services and activities of the NEAZIWS.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of information on Northeastern Arizona Innovative Workforce Solutions. **(Stephanie Ray)**

Attachments

Slide Presentation

Northeastern Arizona Local Workforce Development Board
Gila County Update – 2.18.20

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Local Board Roles

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Northeastern Arizona Local Board Vision

- Serve as the strategic leader and convener of local workforce development system stakeholders.
- Partner with employers and with the workforce development system
- Support regional economies, and development of sector strategies and career pathways
- Support high quality, customer centered service delivery.

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Local Board Member Recruitment

- 2 Open Seats for Gila County Business Representatives

- Requirements of Business Representatives
  - Be owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority
    - A representative with optimum policy-making authority is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
  - Provide employment opportunities in in-demand industry sectors or occupations, and provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others

- In-Demand Industry/Occupations
  - Construction Occupations (Includes Mining)
  - Transportation/Logistics
  - Health Care
  - Utilities
  - Manufacturing

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Northeastern Arizona Local Workforce Development Board Roles and Responsibilities

- Actively participate in quarterly Board Meetings
- Act as a conduit of information from business associates to board
  - We need to know what struggles business is having with hiring and retaining quality employees!
- Be mindful of your role as a board member – share information about the board and its role in the workforce development system with colleagues
  - We are always looking for active and engaged board members who want to shape the future of the workforce system in Northeastern Arizona!

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Gila County Projects

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Goals/Strategies for 2020-2024 Local Plan

Goal 1: Promote a strong economy by building Northeastern Arizona's capacity to attract, retain, and grow thriving businesses

Strategy 1: Implement the Workforce Quality Initiative to increase and improve coordination between workforce, education, and economic development efforts

Strategy 2: Convene employer collaboratives to get real-time labor market needs directly from employers

Goal 2: Create a local workforce system that is relevant to business customers through dynamic partner alignment and integration, and by building on collaborative initiatives in each of the region's population centers.

Strategy 1: Implement a Business Services team throughout Northeastern Arizona and enhance collaboration with community partners to use real-time information from employers in each population center to align business services with the unique needs of employers in each community and increase and improve coordination between workforce, education, and economic development efforts.

Strategy 2: Create a comprehensive business engagement plan to support consistency and availability of services.

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Workforce Quality Initiative

- Employer and Community Stakeholder Collaboratives
- Tracking Workforce Issues
  - Business Surveys
  - Labor Market Analysis
  - Educational Performance Data
  - Economic Development Projects
- Local Labor Market Analysis and Ongoing Data Collection
- Community Profiles
  - Local Labor Market and Demographics Analysis at a community level
  - Inventory of Workforce-related assets
  - Identification of Challenges to Workforce Pipeline Development in each Community
  - Suitable for Use in Business Attraction and Workforce Development Activities

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Assisting Gila County Job Seekers

- 50 Gila County enrollments in the Adult, Dislocated Worker, and Youth Programs
- 2 recent CDL graduates with job offers!
- Outreach hours at Globe and Miami Library every Tuesday providing help to job seekers alternating between Globe and Miami Library.
  - Miami is 1st and 3rd, Globe is 2nd and 4th Tuesday.
- Providing orientation to Adult Ed participants first Monday of every month to introduce our program; this is for Globe location only.
- Strong partnership with the Electrical Apprenticeship program with 7 enrollees currently participating.
- Presenting a community job fair on March 4th in partnership with the Miami High School.

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ARF-5888 **Regular Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date: 02/18/2020
Submitted For: Woody Cline, Member, Board of Supervisors
Submitted By: Cathy Melvin, Executive Assistant
Department: Board of Supervisors-District 3

Information

Request/Subject

Arizona Department of Environmental Quality (ADEQ) Government Services Contract through ADEQ Brownfields State Response Grant funding awarded to the Gila County Board of Supervisors for an asbestos and lead survey of a vacant building. The site is improved property located at 621 Hwy 177, Hayden, AZ 85135 and funding is awarded in an amount not to exceed $15,000. The property adjoined the former Hayden Motel that was located at 637 Hwy 177, Hayden, Arizona and purchased by the County in March 2019.

Background Information

In November, 2019 Gila County submitted an application to the ADEQ through the Brownfields Response Grant Program requesting funds to conduct a lead and asbestos survey on the building located at 621 W. Hwy 177, Hayden, Arizona that was used as a thrift store and formerly adjoined the Hayden Motel. The Hayden Motel was purchased by the County in March 2019 and demolished in June 2019 with grant funding through ADEQ.

The building located at 621 W. Hwy 177, Hayden, Arizona was purchased by the County on October 1, 2019 for a public purpose related to transportation pursuant to A.R.S. § 42-18303(E). It is the intent of the County to work with ADEQ to have the building abated (if necessary), demolished and the debris from demolition removed from the property.

Evaluation

Woody Cline, Gila County District III Supervisor, has ben working with ADEQ to assist with the environmental assessments and associated demolition of the former Hayden Motel and now the building adjacent to the motel formerly used as a thrift store located at 621 W. Hwy 177, Hayden, Arizona and purchased by the County on October 1, 2019 for a public purpose related to transportation.

Conclusion

The ADEQ Government Services Contract will provide funding not to exceed $15,000 to provide a lead and asbestos survey for the building located at 621 W. Hwy 177, Hayden, Arizona.

Recommendation

County staff recommends that the BOS accepts the ADEQ Government Services Contract not to exceed $15,000.

Suggested Motion

Information/Discussion/Action to approve and authorize the Chairman's signature on the Arizona Department of Environmental Quality (ADEQ) Government Services Contract not to exceed $15,000 whereby ADEQ will conduct a lead and asbestos survey on the building located at 621 W. Hwy 177, Hayden, Arizona. **(Woody Cline)**

Attachments

GSC 621 Hwy 177 Hayden

GOVERNMENT SERVICES CONTRACT

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Contract No.: ADEQ20-BF2014
Effective Date: UPON EXECUTION
Termination Date: June 30, 2020

Contract Title: Asbestos and Lead Survey for Vacant Building

GRANTEE

Gila County Board of Supervisors
1400 E. Ash St.
Globe, AZ 85501

Attn: Cathy Melvin
Executive Administrative Assistant
1400 E. Ash St.
Globe, AZ 85501
(928) 402-4401
cmelvin@gilacountyaz.gov

CONTRACT ADMINISTRATOR

Arizona Department of Environmental Quality

Contracts and Procurement Section
1110 West Washington Street, Mail Code: 3540C
Phoenix, AZ 85007-2935

Procurement Officer: Patricia Lorenzen

Phone Number: (602) 771-4776
e-mail Lorenzen.Patricia@azdeq.gov

THIS CONTRACT is between the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY** [hereinafter sometimes referred to as the "Department" or "ADEQ"], established and authorized to contract pursuant to A.R.S. § 49-101, and the Gila County Board of Supervisors [hereinafter sometimes referred to as the "Grantee"].

The purpose of this Agreement is to provide, through the ADEQ Brownfields State Response Grant, funding on behalf of the Gila County Board of Supervisors for an asbestos and lead survey of a vacant building. The site is improved property, located at 621 Hwy 177, Hayden AZ 85135.

This document, including Agreement Terms, Scope of Work, Appendices, Amendments, and any modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all other understandings, oral or written.

This Agreement contains the following documents:

1. Scope of Work
2. Special Terms and Conditions
3. Exhibit A - ADEQ Logo with Printing Credit
4. Exhibit B - Sample Signage to be located at project site for Public Notification
5. Exhibit C - Sample Invoice

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

Gila County Board of Supervisors	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
_____ Signature	_____ Signature
_____ Printed Name	Laura L. Malone Printed Name
_____ Title	Director, Waste Programs Division Title
_____ Date	The above referenced Contract is hereby executed this _____ Day of _____, 2018

ADEQ20-BF2014
SCOPE OF WORK

1. Description

1.1 The Arizona Department of Environmental Quality (ADEQ) will provide funding to the Gila County Board of Supervisors through the Brownfields State Response Grant (SRG) to conduct an asbestos and lead survey, on the abandon property. The site is improved property, located at 621 Hwy 177, Hayden, AZ 85135.

2. Project Tasks

2.1 The asbestos and lead survey for the vacant building shall be funded by ADEQ on behalf of the Gila County Board of Supervisors. ADEQ will perform the project management for the project and hire the contractors. ADEQ will review and approve documents submitted for payment of performance of project activities. The asbestos and lead surveys and oversight will be performed in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Program.

3. ADEQ Responsibilities

3.1 Provide total funding from the SRG up to the amount of **$15,000.00** for the asbestos and lead surveys and oversight at the site.

3.2 Select the project Contractors in conjunction with the Gila County Board of Supervisors. The contractors will be selected from the current State of Arizona Brownfields Environmental Site Assessment Contract and ADEQ Asbestos and Lead Consultant and Abatement Services Contract. The Contractors shall comply with all applicable laws and guidelines. ADEQ shall be responsible for ensuring that the Contractor perform work in accordance with the contractual requirements and in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Program 40 CFR 61, Subpart M, and the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101.

3.3 Retain documentation of all grant expenditures upon completion of the project activities to enter the site into the ADEQ Brownfields database which is available for public review.

3.4 Provide the Grantee with final reports.

4. The Grantee Responsibilities

4.1 Provide site access for the Contractors.

4.2 The Grantee shall require all contractors and sub-contractors to read and sign the Assurances document 424B.

ADEQ19-BF1909
SPECIAL TERMS AND CONDITIONS

1. Definitions**:** The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

   1.1 "Department" or "ADEQ" means the Arizona Department of Environmental Quality.

   1.2 "Agreement" or "Contract" means this written document between ADEQ and the Grantee.

   1.3 "Grantee" means "Gila County Board of Supervisors."

   1.4 "Project" or "Program" means the work, or any portion thereof described in this Agreement.

   1.5 "Shall" means that which is mandatory.

   1.6 "Subcontract" means any Contract between the Grantee and a third party to provide all or a specified part of the activities which the Grantee has contracted with the Department to provide.

   1.7 "Contract" means any Agreement, expressed or implied, between the Grantee and another party or between a Grantee and another party delegated or assigned, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract between the Grantee or ADEQ and the Grantee.

   1.8 "Site" means the property, located at 621 Hwy 177, Hayden, AZ 85135.

   1.9 "State" means the State of Arizona.

2. Access to Information

   Subject to statutory confidentiality requirements of the Grantee and ADEQ, both parties to this Agreement shall have full, complete and equal access to data and information prepared under this Agreement on a no-charge basis.

3. Conflict

   In the event of a conflict between the provisions of this Section and those of Section 3.7 of the Uniform Terms and Conditions, Property of the State, the provisions of this Section shall prevail. http://www.azdoa.gov/agencies/spo/docs_and_forms.asp

4. Amount of Agreement

   Total funds available for this Contract shall not exceed **$15,000.00** unless otherwise amended in accordance with Section 10. This funding is an initial amount of sponsorship from ADEQ on behalf of the Grantee for this project.

5. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

6. Implied Consent 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.

7. Assignment

Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

8. Audit of Records

8.1 In accordance with to A.R.S. § 35-214, the Contractor shall retain and shall contractually require each Subcontractors to retain all data, books and other records ("records") relating to this Contract for a period of five years after 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 the original of any or all such records.

8.2 The Gila County Board of Supervisors is considered the recipient of the Brownfields SRG funds. In the event records of this project are audited by the EPA or its designees, and any costs disallowed by the EPA SRG Guidelines are identified, those costs must be reimbursed directly to ADEQ within 30 days of a written request.

9. Contract Term, Extensions and Amendments

9.1 The initial term of this Agreement shall be from the commencement of signatures by both parties through June 30, 2020. The Agreement may be renegotiated for additional periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations.

9.2 The Agreement may be renegotiated for additional periods, up to a maximum of 48 months. If ADEQ exercises such rights, all Terms and Conditions of the original Contract shall remain in effect and apply during the renewal period.

9.3 This Agreement may be modified only by written Contract Amendment signed by the Director of ADEQ or his designee, and the person duly authorized to act on behalf of the Grantee. Contract Amendments shall be executed with the same formalities as this Agreement. Executed copies of any Amendment shall be provided to both parties.

10. Effective Date

This Agreement shall become effective on the date this Agreement is signed by both parties.

11. Indemnification

To the extent permitted by A.R.S. §§ 35-154 and 41-621, the State of Arizona shall be indemnified and held harmless by the Grantee for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence. This provision shall not apply if the Grantee is an agency of the State of Arizona.

12. Non-Availability of Funds

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

13. Non-Discrimination

In accordance with A.R.S. § 41-1461, contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

14. Notices, Correspondence, Reports and Invoices

14.1 All notices, correspondence and reports from the Grantee shall be sent to:

Arizona Department of Environmental Quality
Waste Programs Division
Attn: Travis Barnum, Brownfields Coordinator
1110 W. Washington Street, 6th floor
Phoenix, AZ 85007
Office: (602) 771-2296
tb6@azdeq.gov

14.2 All correspondence relating to the execution of the Contract, clarification of this Contract, and Contract Amendments shall be sent to:

Arizona Department of Environmental Quality
Patricia Lorenzen
1110 W. Washington Street

Phoenix, AZ 85007
Office: (602) 771-4776
E-mail:Lorenzen.patricia@azdeq.gov

14.3 All notices, correspondence, and reports from the Arizona Department of Environmental Quality shall be sent to:

Attn: Cathy Melvin
Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501
(928) 402-4401
Email: cmelvin@gilacountyaz.gov

15. Either party to this Agreement may designate a new Project Manager by filing a notice with the other party in accordance with these notice requirements.

16. Applicable Law

In accordance with A.R.S. § 41-2501 and A.A.C. R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement code.

17. Conflict of Interest

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

18. Arbitration

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

19. Ownership of Information

Title to all documents, reports, data, and other materials prepared by the Grantee in performance of this Agreement shall rest in the ADEQ, except for copyrighted material prepared in advance of this Agreement by the Grantee at the expense of the Grantee. The ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement, except for copyrighted material as provided in this Section. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement

with the provision that all reproduction, duplication, disclosures and literature shall contain acknowledgement to ADEQ.

20. Payment and Reporting

Payment, if applicable, and reporting and invoicing shall be in accordance with the Scope of Work and the Special Terms and Conditions Section 15.

22. Project Review

22.1 It is the responsibility of ADEQ to review and observe the progress of this Project. Therefore, ADEQ reserves the right to meet with the Grantee or its Subcontractors at reasonable intervals for purposes of review of the work and the progress of the Project.

22.2 ADEQ reserves the right to review and approve any and all forms, questionnaires, brochures, training materials and other special purpose documents developed by the Grantee or its Subcontractors for use in the Project. All documents shall be reviewed within five business days unless otherwise mutually agreed upon.

23. Draft Document Review

The Grantee shall allow ADEQ to review all draft material prior to finalizing the material for printing and distribution, including television and radio commercials, brochures, advertisements, press releases, videos, signs, maps, technical reports and other printed material developed by the Grantee as part of this project.

24. Severability

The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

25. Subcontracts

25.1 The Grantee shall not enter into any contract, subcontract or agreement relating to this Agreement without the prior written approval of ADEQ.

25.2 If approval to contract and/or subcontract is granted, the Grantee shall provide ADEQ with a copy of each contract and/or subcontract or agreement within 30 days of its effective date.

25.3 Contracts and/or Subcontracts shall incorporate all terms and conditions contained herein.

26. Termination

26.1 ADEQ or the Grantee may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Grantee or ADEQ, as appropriate. The notice shall specify the effective date of termination.

26.2 In the event the Agreement is terminated, with or without cause, the Grantee shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ.

26.3 If the Agreement is terminated, the Grantee shall be paid for all allowable costs incurred prior to the date of termination, subject to audit verification by ADEQ or its duly authorized representative.

27. Third Party Antitrust Violations

The Grantee 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 Grantee, toward fulfillment of this Contract.

28. Brownfields SRG Application

The Grantee's Brownfield SRG application dated **November 6, 2019** is hereby incorporated into this Agreement by reference**.**

29. Estimated Usage

Any Contract resulting from this Agreement shall be used on an as needed, if needed basis. ADEQ makes no guarantee as to the amount of work that may be performed under any resulting Contract.

30. Changes

ADEQ reserves the right to add or delete related services and make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the State. All changes shall be documented in advance by Contract Amendment signed by the ADEQ designated authority and the Contractor.

31. Lobbying

The Contractor shall not engage in lobbying activities, as defined in 40 CFR Part 34 and A.R.S. § 41-1231 et. seq., using monies awarded under this contract. Upon award of a contract, Contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to ensure that monies awarded under a contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor must include anti-lobbying provisions in all contracts with Subcontractors.

32. 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 client 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.

33. Small, Women/Minority Owned Business Utilization

The Grantee is encouraged to make every effort to utilize Subcontractors that are small, women-owned and/or minority-owned business enterprises. This could include subcontracts for a percentage of the work.

34. Certification of Small Businesses and Disadvantaged Business Enterprises (DBE)

It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows:

City of Phoenix https://www.phoenix.gov/eod/programs/sbecertprograms
City of Tucson http://cms3.tucsonaz.gov/oeop
Small Business Administration (SBA) http://www.sba.gov/content/facts-about-government-grants
Arizona Department of Transportation (ADOT) https://adot.dbesystem.com/
Environmental Protection Agency (EPA) http://epa.gov/osbp/

35. Compliance Requirements for A.R.S. S 41-4401—1mmigration Laws and E-Verify Requirements

Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. S 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. S 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

EXHIBIT A – ADEQ20-BF2014
ADEQ LOGO WITH PRINTING CREDIT

EXHIBIT B - ADEQ20-BF2014

EXHIBIT B – ADEQ16-112173
EXAMPLE SAMPLE SIGNAGE TO BE LOCATED AT PROJECT SITE FOR PUBLIC NOTIFICATION

Brownfields Community Notification
ADEQ Contract No.: [enter contract number here]

Si usted tiene preguntas, o para información en español sobre este proyecto, por favor llamar al [enter Grantee Contact Information or Contractor Information]

The Arizona Department of Environmental Quality (ADEQ) is providing funding on behalf of [Grantee] through its Brownfields State Response Grant to conduct [identify work to be performed] at [location/address] beginning on [date]

[redacted].

FOR MORE INFORMATION PLEASE CONTACT:

[redacted]

EXHIBIT C – ADEQ20-BF2014

Invoice

Invoice Number: XXXXXX
Invoice Date: 00/00/2020
Invoice Due Date: 00/00/2020

Billing Period: 00/00/2020 to 00/00/2020

Bill To:
ADEQ – Accounts Payable
1110 W. Washington Street
Phoenix, AZ 85007
Attn:
AccountsPayable@azdeq.gov

Payable to:

cc. Travis Barnum, Brownfields Coordinator
tb6@azdeq.gov

Attn: ADEQ Brownfields Grant Project Manager

Contract Number:
PO Number:
TA Number:

Task Completed: (Include a description of what task was actually completed)

Name	**Total**
Contractor, Lab or other	$0000
Contractor, Lab or other	$0000
Total	$0000

Please note;

- Include copies of all invoices paid for the project work as referenced above.
- **Partial Invoice or Final Invoice – circle one**

ARF-5876 **Regular Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date: 02/18/2020
Submitted For: Mary Springer, Finance Director
Submitted By: Mary Springer, Finance Director
Department: Finance

Information

Request/Subject

Request approval of Intergovernmental Agreement (IGA) No. 120119 between the Town of Winkelman and Gila County for the Globe Justice Court to administer Criminal Misdemeanor and Criminal Traffic Case Management.

Background Information

Pursuant to A.R.S. §11-952 (a) as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action; It is the intent and desire of the Town of Winkelman to have the Globe Justice Court provide for the administration and case management of the Municipal Court's Criminal Misdemeanor and Criminal Traffic case filings and terminations. A.R.S. §11-952(J) specifically provides that public agencies may enter into intergovernmental agreements with the superior court, justice court, and magistrate court concerning related services and facilities for a term not to exceed ten years, with the approval of any such agreement by the Presiding Judge of the Superior Court in the county in which the court or courts providing the services or facilities are located. The initial term will be for eighteen months (January 1, 2020 to June 30, 2021) then renewed annually as mutually agreed between the Town and County.

Evaluation

The Globe Justice Court currently manages the criminal misdemeanor and criminal traffic case filings and terminations. All revenue produced by this case management is retained by the Globe Justice Court. The Intergovernmental Agreement (IGA) will formalize the relationship and responsibilities between the Town of Winkelman and the Globe Justice Court.

Conclusion

It is in the best interest to have the relationship between the two entities documented and agreed upon in the form of an IGA.

Recommendation

Judge Wright, Judge Reardon and staff recommend approval.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement (IGA) No. 120119 with the Town of Winkelman for Justice Court case management of the Town's criminal misdemeanor and criminal traffic case filings and terminations, and authorize the Chairman's signature on the IGA. **(Jordan Reardon)**

Attachments

IGA 120119

INTERGOVERNMENTAL AGREEMENT NO. 120119
By and between
TOWN OF WINKELMAN and GILA COUNTY

FOR CRIMINAL MISDEMEANOR and CRIMINAL TRAFFIC CASE MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into effective this _____ day of _____, 2020, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as the "County," and the Town of Winkelman, a municipal corporation of the State of Arizona, hereinafter referred to as the "Town". (Gila County and the Town shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties pursuant to A.R.S. §11-952 (a) as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action;

WHEREAS, the Town staffs and operates a limited jurisdiction, non-record Court, to wit: Winkelman Magistrate Court (hereinafter "Municipal Court");

WHEREAS, the County staffs and operates a limited jurisdiction non-record Court, to wit: Winkelman Regional Justice Court (hereinafter "Justice Court"); and

WHEREAS, it is the intent and desire of the Parties hereto to provide for the administration and case management of the Municipal Court's Criminal Misdemeanor and Criminal Traffic case filings and terminations through the Justice Court to the greatest extent possible under the laws of the State of Arizona; and

WHEREAS, A.R.S. §11-952(J) specifically provides that public agencies may enter into intergovernmental agreements with the superior court, justice court, and magistrate court concerning related services and facilities for a term not to exceed ten years, with the approval of any such agreement by the Presiding Judge of the Superior Court in the county in which the court or courts providing the services or facilities are located; and

WHEREAS, Article 6, Section 31 of the Constitution of Arizona was amended to permit non-lawyers to serve as pro tempore Justices of the Peace; and

WHEREAS, the Parties wish to simplify and clarify their relationships concerning the operation of the Winkelman Municipal Court processing criminal misdemeanor and criminal traffic case filings and case terminations on behalf of the Town of Winkelman.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the Parties hereinabove identified agree as follows:

1. TERM.

A. The initial term of this Agreement shall be for eighteen months from January 1, 2020 to June 30, 2020 (the "Initial Term), unless sooner terminated by either Party hereto pursuant to the provisions hereof.

B. At the end of the Initial Term, and any subsequent terms, this Agreement may be extended for additional one (1) year terms ("Extended Term"), (July 1, 2021 through June 30, 2022) unless sooner terminated pursuant to the provisions hereof.

C. Either Party may terminate this Agreement at any time with or without cause, upon ninety (90) days written notice to the other Party. The Parties shall cooperate to ensure a smooth transition, so the operations of their respective courts are not disrupted.

2. COUNTY TO ADMINISTER AND OPERATE THE COURTS.

A. County shall provide for the administration, operation, and case management of Criminal Misdemeanor and Criminal Traffic case filings and case terminations through the Winkelman Municipal Court and shall, pursuant to the terms hereof, employ and supervise all non-judicial personnel necessary or expedient for the efficient and effective processing of Criminal Misdemeanor and Criminal Traffic case filings and case terminations.

B. County, in discharge of the responsibilities provided for in subsection (A) of this Section 2, shall provide such personnel, administration, supervision, budgeting resources, furniture, fixtures, and office equipment as County, in the discretion and judgment of its County Manager, deems appropriate.

C. The Justice Court will process Winkelman Municipal Court Criminal Misdemeanor and Criminal Traffic case filings and terminations as is currently being done. All scheduling will be completed by the Justice Court staff, according to the Justice of the Peace's direction.

D. The Winkelman Municipal Court shall prepare and be responsible for all required monthly, quarterly, yearly, and other reports to the Administrative Office of the Courts (AOC), the Town Council, the Gila County Board of Supervisors, and any other necessary entity. Further, the Winkelman Magistrate shall prepare, process, and be responsible for all financial reports required and shall process all Fines/Fees and Restitution Enforcement (FARE) and TIPS funds for that Court. No justice court employees shall be used to prepare, process, or be responsible for any of the above financial data. All revenues collected by these case types shall remain with County.

3. THE COURTS TO MAINTAIN SEPARATE IDENTITIES.

A. Notwithstanding the provisions of this Agreement, each of the Courts shall, at all times, retain its separate legal identity. The cases filed in each such Court shall be separately docketed and the revenues of each such Court, whether in the form of filing fees, fines, or any other source of revenue whatsoever, shall be separately accounted for and credited. The revenues of the Justice Court shall be and remain County revenues; the revenues of the Municipal Court shall be and remain Town revenues.

B. The County and Town agree that each shall be responsible for the action of its own officers, employees, agents, and representatives, and each agrees to hold harmless and indemnify the other from any and all claims, suits, demands, actions, proceedings, loss, cost, and damages of every kind and description including, but not limited to, reasonable attorneys' fees and/or litigation expenses arising out of the actions of its own officers, employees, agents, and representatives in connection with or incidental to the performance of this Agreement.

4. APPROVAL OF PRESIDING JUDGE REQUIRED.

Notwithstanding any of the provisions of this Agreement, this Agreement shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court in and for the County of Gila.

5. FACILITIES.

The Courts shall be located in a building provided by the County.

6. COMPLIANCE WITH LAWS.

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply and do not require an amendment.

7. 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 is fully set forth in this Agreement.

8. IMMIGRATION LAW COMPLIANCE.

As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Party uses any subcontractors in

performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

9. GOVERNING LAW.

This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

10. JURISDICTION.

If any applicable arbitration fails, the Parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein.

11. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the Parties leading to the subject matter hereof. No amendment or modification of the terms hereof shall be of any force and effect unless approved by the Gila County Board of Supervisors, the Winkelman Town Council, legal counsel for both such Board of Supervisors and Town Council, and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila, and reduced to writing.

IN WITNESS WHEREOF, the Parties hereto have set forth their hands through representatives duly so authorized, the day and date first above written.

TOWN OF WINKELMAN

Louis C. Bracamonte
Mayor

ATTEST:

Town Clerk
Date: 01-13-20

APPROVED AS TO FORM:

GILA COUNTY

Woody Cline, Chairman
Gila County Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board
Date: _____

APPROVED AS TO FORM:

Attorney for the Town of Winkelman

Date: 1-13-20

The Gila County Attorney's Office

Date: _____

APPROVED AS TO FORM AND SUBSTANCE:

Hon. Jordan Reardon, Justice of the Peace
Globe Regional Justice Court

Date: 1/22/2020

APPROVED AS TO FORM AND SUBSTANCE:

Hon. Timothy M. Wright, Presiding Judge
Gila County Superior Court

Date: 1/28/20

ARF-5896 **Regular Agenda Item 3. C.**

Regular BOS Meeting

Meeting Date:	02/18/2020		
Submitted For:	James Menlove, County Manager		
Submitted By:	Melissa Henderson, Deputy Clerk		
Department:	County Manager		
Fiscal Year:	FY20-21	Budgeted?:	Yes
Contract Dates Begin & End:	02/04/2020 - 06/30/2021	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Professional Services Contract No. 020120-*Federal Relations Services* with Bose Public Affairs Group.

Background Information

On May 12, 2009, the Gila County Board of Supervisors approved Professional Services Contract No. 042109-PSC between Gila County and Bose Public Affairs Group (BPAG) to provide government relations services for the support of development and execution of county federal programs and projects in the monthly amount of $6,500 and in effect until June 30, 2011. On June 7, 2011, the Gila County Board of Supervisors approved the First Amendment to Professional Services Contract No. 042109-PSC with BPAG, which extended the term of the contract from July 1, 2011, to June 30, 2013. Staff began working on amendments to the contract before its expiration. It has been determined that a new contract would be more appropriate because of the June 30, 2013, end date. On July 16, 2013, the Board approved Professional Services Contract No. 070113 with BPAG to continue providing lobbying and consulting services at the federal government level to Gila County at the rate of $6,500 per month, effective July 16, 2013, through June 30, 2014. On November 18, 2014, the Board approved Professional Services Contract No. 103114 between Gila County and Bose Public Affairs Group (BPAG) to provide government relations services for the

support of development and execution of county federal programs and projects. The contract amount was issued as a not to exceed, without prior written approval from the County, amount of $50,000, for a contract term of November 18, 2014 to November 17, 2015, with the option to renew for two additional one-year periods. On August 17, 2015, the Board authorized an increase of $29,645 to the contract amount, which was the amount, excluding expenses, that BPAG had estimated their projected services would be through their contract end date of November 17, 2015. The increase made a new total contract amount of $79,645 for the contract term of November 18, 2014 to November 17, 2015. On October 20, 2015, the Board approved Amendment No. 1 to Professional Services Contract No. 103114 to extend the term of the contract from November 18, 2015 to November 17, 2016; and to increase the contract amount from $50,000 to $75,000, to be expensed if needed and as requested. On December 6, 2016, the Board approved Professional Services Contract No. 071014-2 with BPAG to provide consulting and lobbying services for Gila County at the federal government level in a not to exceed amount of $75,000 for the period November 17, 2016, to November 18, 2020. (Note: The contract was dated December 6, 2016, at which time the BOS Chairman and other County staff signed it, so it would be in effect until December 5, 2020.) On February 19, 2019, Professional Services Contract No. 013019 was presented to the Board for services provided by BPAG to be on a monthly retainer fee of $7,000 instead of an hourly rate for a total of $84,000 plus up to $4,000 annually for approved expenses. After discussion, the Board tabled the agenda item and opted to continue operating with BPAG under the current Professional Services Contract No. 071014-2 which expires on November 18, 2020. It has been determined that a new contract would be more appropriate and payment for service should be on a monthly retainer fee of $7,000 instead of an hourly rate. The requested contract amount is an annual retainer fee of $84,000 with an additional $4,000 travel allowance if travel is necessary and approved during the course of the contract.

Evaluation

Contract No. 020120 is a new contract which supersedes Contract No. 071014-2. Services: The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies including but not limited to: U.S. Forest Service, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture, and Bureau of Land Management. BPAG will work with the Board of Supervisors and staff to develop the County's Federal Relations Program to meet the needs of the citizens of the County.

Conclusion

The new Professional Services Contract No. 020120 with Bose Public Affairs Group will terminate the existing contract 071014-2 and will provide a better value allowing unlimited access instead of an hourly fee for Gila County by paying a retainer fee of $7,000 monthly ($84,000 annually) plus travel not to exceed $4,000, if required and approved and will continue to have a qualified partner representing Gila County's interests at the federal government level.

Recommendation

Staff recommends that the Board of Supervisors approve Professional Services Contract No. 020120 with Bose Public Affairs Group in the amount of $84,000 plus approved travel related expenses not to exceed $4,000 to continue to provide lobbying and consulting services at the federal government level to Gila County, which cancels existing Contract No. 071014-2.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contract No. 020120 with Bose Public Affairs Group, which will terminate Contract No. 071014-2 to continue providing lobbying and consulting services at the federal government level to Gila County in the amount of $84,000 per year (at a rate of $7,000 per month) plus up to $4,000 in travel related expenses, effective February 1, 2020, through June 30, 2021. **(Mary Springer)**

Attachments

Professional Services Contract No. 020120

Contract 071014-2
Amendment No. 1 to Contract No. 103114
Contract 103114-Bose
Contract 070113 BPAG
Amendment No. 1 to Contract No. 042109
Contract No. 042109

PROFESSIONAL SERVICES CONTRACT NO. 020120

FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and Bose Public Affairs Group , a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG.**

WHEREAS, the **County** and **BPAG** have an active contract (No. 071014-2) covering lobbying services that expires on November 18, 2020 (the "Active Contract").

WHEREAS, the **County** and **BPAG** hereby agree that the Active Contract and any obligations associated therewith shall terminate on the effective date of this Agreement.

NOW, THEREFORE, BPAG, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided and of the other covenants and agreements herein contained, hereby agrees for all his heirs, administrators, successors, and assigns as follows:

AGREEMENTS

ARTICLE I – SCOPE OF SERVICES, REPORTING REQUIREMENTS, AND RELATIONSHIP OF THE PARTIES:

SERVICES:

The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with federal offices including but not limited to the Department of Agriculture, including the Forest Service, the Natural Resources Conservation Service, and Rural Development programs; the Department of Interior, including the Fish and Wildlife Service, the Bureau of Land Management, and the Bureau of Reclamation; the Department of Transportation; the Department of Homeland Security, including the Federal Emergency Management Administration; and the Environmental Protection Agency.

BPAG will work with the Board of Supervisors and staff, through the County Manager, to develop the County's federal relations program and priorities to meet the needs of the citizens of Gila County. All consulting/lobbying requests from the County to BPAG will be coordinated with and approved by the County Manager or designee.

REPORTING REQUIREMENTS:

BPAG shall communicate according to an agreed upon schedule with the Board of Supervisors through the County Manager regarding active federal projects, funding and relevant legislative activity.

RELATIONSHIP OF THE PARTIES:

1. **INDEPENDENT CONTRACTOR:** BPAG shall, at all times, be an independent contractor under this Agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this Agreement and shall exercise its independent

judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County Manager or designee.

2. **NO LAWYER-CLIENT RELATIONSHIP; CONFIDENTIALITY; CONFLICT OF INTEREST:** The services to be provided under this Agreement are not legal services, but are law-related services as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct.* Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG agrees to the following in connection with the services to be provided under this Agreement:

a. BPAG acknowledges that in the course of performing the services, duties and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County Manager or designee, or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and

b. Without the consent of the County Manager or designee, BPAG will not represent another client if the representation of that client would be directly averse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

ARTICLE II – TERM: This Agreement shall be in effect the date it is signed and approved by the Gila County Board of Supervisors and shall remain in effect until June 30, 2021, unless terminated earlier as provide hereafter. This agreement may be renewed annually upon mutual agreement for three (3) additional one (1) year periods.

ARTICLE III – EXPENSES: BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to copying, postage, shipping or similar expenses and travel related costs such as vehicle rental or mileage, airline travel, hotels, and meals. Any expenditure beyond this description will only be incurred with prior written approval from the County.

ARTICLE IV –ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and no other promises or representations have been made. Any modifications to this Agreement shall be made in writing.

ARTICLE V – INDEMNIFICATION CLAUSE: BPAG 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 BPAG 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 BPAG Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE VI – LAWS AND ORDINANCES: This Agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – IMMIGRATION LAW COMPLIANCE WARRANTY: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. 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. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE VIII – CANCELLATION FOR CONFLICT OF INTEREST: This Agreement is subject to cancellation pursuant to **A.R.S. § 38-511,** which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement. If the Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. BPAG shall be considered in default of this Agreement and such default will be considered as cause to terminate the Agreement for any of the following reasons if BPAG:

a) Fails to perform the work under the Agreement in a reasonable and timely manner; or
b) Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the Agreement; or
c) Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d) Discontinues the prosecution of the work; or
e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g) Makes assignment for the benefit or creditors; or

h) If it is found that gratuities were offered or given by BPAG or any agent or representative of BPAG to any officer or employee of the County.

ARTICLE IX – PAYMENT: The Services and Reporting Requirement Services, as outlined in Article I of this Agreement, will be performed on an annual basis. The annual payment to BPAG including all applicable taxes during the term of the Agreement for one year from the date of Board approval is $84,000 payable at $7,000 per month, including all applicable taxes. In addition to the annual fee, travel related expenses may be reimbursed up to the amount of $4,000 upon prior written approval of the County Manager or designee. Payment will be made within fifteen (15) days of receipt of the monthly invoice.

IN WITNESS WHEREOF, three (3) identical counterparts of this Agreement, 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 the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS:

_____
Woody Cline, Chairman

BOSE PUBLIC AFFAIRS GROUP:

_____
Signature

Patricia A. Power
Print Name

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
The Gila County Attorney's Office

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

PROFESSIONAL SERVICES CONTRACT NO. 071014-2

FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and entered into this 6th day of December, 2016, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and Bose Public Affairs Group, a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

WITNESSETH: That **BPAG**, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

SERVICES:

The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Services, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County. As the County sees the need for consulting/lobbying services at the federal government level the County, through the County Manager, will contact BPAG by telephone or email to request an estimate of cost for specific consulting/lobbying services projects. If the County through the County Manager agrees with the BPAG cost estimate for services projects, the County Manager will provide written confirmation to proceed to BPAG that the County will retain BPAG to provide those specific services. BPAG will not exceed the estimated cost for any specific consulting/lobbying services project without first receiving written authorization from the County Manager.

REPORTING REQUIREMENTS:

With each monthly invoice, BPAG shall prepare and submit to County, a written report of BPAG's activities on behalf of County for the performance of the specifically requested consulting/lobbying services projects.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.

2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:

    a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and

    b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

ARTICLE II – TERM: This Contract shall be in effect the date it is signed and approved by the Gila County Board of Supervisors and shall remain in effect for a period of four (4) years.

ARTICLE III – EXPENSES: BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV – INDEMNIFICATION CLAUSE: BPAG 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 BPAG 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 BPAG Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE: BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). BPAG shall further ensure that each subcontractor who performs any work for BPAG 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 BPAG'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 BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

ARTICLE VII – 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 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.

Any breach of BPAG'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 BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

BPAG 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 BPAG.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

a) Fails to perform the work under the contract in a reasonable and timely manner; or
b) Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
c) Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d) Discontinues the prosecution of the work; or
e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g) Makes assignment for the benefit or creditors.
h) If it is found that gratuities were offered or given by BPAG or any agent or representative of BPAG, to any officer or employee of the County.

ARTICLE IX – PAYMENT: The Services and Reporting Requirement Services, as outlined in Article I of this agreement, will be performed on a project by project basis not to exceed, without prior written authorization, the amount specified in the cost estimate for each project The total payment to BPAG including all applicable taxes during the term of the contract for one year from the date of Board approval will not exceed $75,000.00 without the prior written approval of the County Board of Supervisors. Payment will be made within thirty days (30) of receipt of the monthly written report and invoice. Each invoice and accompanying written report must show a signature by the County representative, confirming services rendered and authorizing payment.

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 the date and year first above written.

In return for the performance of the Contract by **BPAG**, the **County** agrees to pay the amount $75,000.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL SERVICES CONTRACT NO. 071014-2

FEDERAL RELATION SERVICES

GILA COUNTY:
GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

BOSE PUBLIC AFFAIRS GROUP:

Signature

Patricia A. Power
Print Name

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Jefferson R. Dalton Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Hurst, Betty

From: Hurst, Betty
Sent: Wednesday, December 07, 2016 2:23 PM
To: 'Power, Patricia'
Subject: Professional Services Contract No. 071014-2
Attachments: Professional Services Contract No. 071014-2 with Bose Public Affairs Group.pdf

Good Afternoon Pat,

Attached to this email is your copy of the fully executed contract approved by the Board of Supervisors on December 6, 2016, whereby you agreed to provide consulting and lobbying services for Gila County. A Purchase Order will be issued that will need to be referenced on your invoices. Please let me know if you have any questions.

Thank you,

Betty Hurst
Contracts Administrator
928-402-4355
Gila County Finance
Copper Building
1400 E. Ash Street
Globe, AZ 85501

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT NO. 103114
FEDERAL RELATIONS SERVICES
BOSE PUBLIC AFFAIRS GROUP

Effective November 18, 2014, Gila County and Bose Public Affairs Group (BPAG) entered into a contract whereby BPAG agreed to provide Federal Relations Services on behalf of Gila County.

The contract will expire on November 17, 2015. Per Article II-Term, Gila County has the option to renew for two one year extensions, if agreed by both parties. Gila County wishes to exercise the option to renew for one additional one year extension.

Additionally, Gila County wishes to increase the original contract amount from $50,000 (Fifty Thousand and no/100's) as identified in Article VIII-Payment, to a not to exceed, without prior written approval from the County Board of Supervisors amount of $75,000 (Seventy-Five Thousand and no/100's).

Amendment No. 1 to Professional Services Contract No. 103114 will serve to extend the term of the contract from November 18, 2015 to November 17, 2016; and further, will increase the contract amount to $75,000 for the contract term of November 18, 2015 to November 17, 2016.

All other terms, conditions and provisions of the original Agreement, including previously executed Amendments, if any, shall remain the same and apply during the November 18, 2015 to November 17, 2016 renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, 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 20th day of October, 2015.

GILA COUNTY:
GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

BOSE PUBLIC AFFAIRS GROUP

Authorized Signature

Patricia A. Power

Print Name

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Jefferson R. Dalton
Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John A. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel, Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius
Finance Director
Phone (928) 402-8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 103114

RETAINER FOR FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and entered into this 18th day of November, 2014, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and Bose Public Affairs Group, a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

WITNESSETH: That **BPAG**, for and in consideration of the sum to be paid by the **County**, in the **manner and at the time hereinafter provided, and of the other covenants and agreements herein contained,** hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

SERVICES:

The County hereby retains BPAG to perform certain services on an issue by issue basis intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Service, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County. As the County sees the need for consulting/lobbying services at the federal government level the County, through the County Manager, will contact BPAG by telephone or email to request an estimate of cost for specific consulting/lobbying services projects. If the County through the County Manager agrees with the BPAG cost estimate for services projects, the County Manager will provide written confirmation to proceed to BPAG that the County will retain BPAG to provide those specific services. BPAG will not exceed the estimated cost for any specific consulting/lobbying services project without first receiving written authorization from the County Manager.

REPORTING REQUIREMENTS:

With each monthly invoice, BPAG shall prepare and submit to the County, a written report of BPAG's activities on behalf of County for the performance of the specifically requested consulting/lobbying services projects.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.

2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:

    a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and

    b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

ARTICLE II – TERM: This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect for one year, with the option for two (2) one year extensions, if agreed by both parties.

ARTICLE III – EXPENSES: BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV – INDEMNIFICATION CLAUSE: BPAG 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 BPAG 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 BPA Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE: BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). BPAG shall further ensure that each subcontractor who performs any work for BPAG 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 BPAG'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 BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

BPAG 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 BPAG.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

a. Fails to perform the work under the contract in a reasonable and timely manner; or
b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d. Discontinues the prosecution of the work; or
e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g. Makes assignment for the benefit or creditors.
h. If it is found that gratuities were offered or given by any agent or representative of BPAG, to any officer or employee of the County.

ARTICLE VIII – PAYMENT: The Services and Reporting Requirement Services, as outlined in ARTICLE I of this agreement, will be performed on a project by project basis not to exceed, without prior written authorization, the amount specified in the cost estimate for each project. The total payment to BPAG including all applicable taxes during the term of the contract for one year from the date of Board approval will not exceed $50,000.00 without the prior written approval of the County Board of Supervisors. Payment will be made within thirty days (30) of receipt of the written report and invoice. Each invoice and accompanying written report must show a signature by the County representative, confirming services rendered and authorizing payment.

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 the date and year first above written.

In return for the performance of the Contract by **BPAG**, the **County** agrees to pay not more than **$ 50,000.00** including all applicable taxes, during the term of the contract.

PROFESSIONAL SERVICES CONTRACT NO. 103114

FEDERAL RELATION SERVICES

GILA COUNTY:
GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

BOSE PUBLIC AFFAIRS GROUP:

Signature

Patricia A. Power
Print Name

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for **Bradley D. Beauchamp, County Attorney**

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

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1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John A. Marcanti, District III
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GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel, Jr., County Manager
Phone (928) 425-3231 Ext.8761

Dana Hlavac
Interim Finance Director
Phone (928) 402-8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 070113

FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and entered into this 16th day of July, 2013, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and Bose Public Affairs Group, a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

WITNESSETH: That **BPAG**, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

SERVICES:

The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Services, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County.

REPORTING REQUIREMENTS:

BPAG shall prepare and submit to County, on the tenth (10^{th}) of each month, a written report of BPAG's activities on behalf of County for the preceding month. The report will accompany the monthly invoices.

BPAG shall, on an annual basis, make one (1) on-site visit to Gila County, for the purpose of making a verbal, face to face, presentation to the Board of Supervisors, at one of their Regular or Work Session meetings. The presentation will be scheduled, in advance, with the Clerk of the Board of Supervisors.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.

2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:

    a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and

    b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

ARTICLE II – TERM: This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2014.

ARTICLE III – EXPENSES: BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV – INDEMNIFICATION CLAUSE: BPAG 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 BPAG 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 BPA Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE: BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). BPAG shall further ensure that each subcontractor who performs any work for BPAG 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 BPAG'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 BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

BPAG 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 BPAG.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d. Discontinues the prosecution of the work; or
e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g. Makes assignment for the benefit or creditors.
h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of BPAG, to any officer or employee of the County

ARTICLE VIII – PAYMENT: The Scope of Services and Reporting Requirement Services, as outlined in ARTICLE I of this agreement, will be performed on a not to exceed, without written authorization, amount of $ 6,500.00 per month. Payment will be made within thirty days (30) of receipt of the monthly written report and invoice. Additional work, as authorized, will be performed on a Time and Materials basis, per a mutually agreed upon fee between the County and BPAG. Each invoice and accompanying written report, must show a signature by the County representative, confirming services rendered and authorizing payment.

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 the date and year first above written.

In return for the performance of the Contract by **BPAG**, the **County** agrees to pay the amount of not more than the monthly amount of $ 6,500.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL SERVICES CONTRACT NO. 070113

FEDERAL RELATION SERVICES

GILA COUNTY:
GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

BOSE PUBLIC AFFAIRS GROUP:

Signature

Patricia A. Power
Print Name

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
***for* Bradley D. Beauchamp, County Attorney**

Extra original

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC FEDERAL RELATIONS SERVICES

THIS AMENDMENT, made and entered into this 7th day of June, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG.**

THIS AMENDMENT, shall apply to and supersede **ARTICLE II – TERM** as follows:
ARTICLE II – TERM: This Contract shall be effective May 12, 2009 when it was signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2013.

THIS AMENDMENT, shall **NOT** apply to any other provision of this contract and all other provisions of this contract shall remain in full force and effect as originally approved.

GILA COUNTY:

Gila County Board of Supervisors

Chairman

BOSE PUBLIC AFFAIRS GROUP:

BOSE

BPAG Signature

ATTEST:

Chief Deputy Clerk

APPROVED AS TO FORM:

Chief Deputy County Attorney

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

Steven L. Besich, County Manager
Clerk of the Board
Phone (928) 425-3231 Ext.8761

Richard Gaona, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC

FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and entered into this 12th day of May, **2009,** by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and Bose Public Affairs Group, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG.**

WITNESSETH: That **BPAG**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The County wishes to retain BPAG to perform certain federal relations in order to support the County's programs and projects. BPAG will work with the County's elected officials and staff to develop and execute the County's federal program to meet the needs of the citizens of the County.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.

2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:

    a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and

    b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

ARTICLE II – TERM: This Contract shall be effective the date it is signed and approve by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2011.

ARTICLE III – EXPENSES: BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage chares, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV – INDEMNIFICATION CLAUSE: BPAG 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 BPAG 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 BPA Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in

current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – A.R.S.§35-397: Pursuant to A.R.S.§35-397 BPAG certifies that it does not have scrutinized business operations in Iran or Sudan.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d. Discontinues the prosecution of the work; or
e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g. Makes assignment for the benefit or creditors.
h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of BPAG, to any officer or employee of the County

ARTICLE VIII – PAYMENT: The Scope of Services as outlined above will be performed on a not to exceed without written authorization amount of $ 6,500.00 per month. Additional work,

as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and BPAG.

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

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 the date and year first above written.

In return for the performance of the Contract by **BPAG**, the **County** agrees to pay the amount of not more than the monthly amount of **$ 6,500.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC

FEDERAL REALTION SERVICES

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Shirley L. Dawson

Shirley L. Dawson, Chairman, Board of Supervisors

ATTEST

Marian Sheppard, Chief Deputy Clerk

for **Steven L. Besich, County Manager / Clerk**

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

BOSE PUBLIC AFFAIRS GROUP:

Patricia A. Power

Signature of BPAG

Patricia A. Power

Print Name

ARF-5889 **Regular Agenda Item 3. D.**

Regular BOS Meeting

Meeting Date: 02/18/2020
Submitted For: Eric Mariscal, Director
Submitted By: Erin Miller, Elections Assistant
Department: Elections

Information

Request/Subject

Resolution No. 20-02-02-Designating Emergency Voting Centers for the March 17, 2020 Presidential Preference Election.

Background Information

Arizona Revised Statute (A.R.S.) §16-411(B) provides that the Board of Supervisors may authorize the county recorder or other officer in charge of elections to use emergency voting centers. The resolution must specify the location and hours of operation of the emergency voting centers.

Evaluation

A.R.S. § 16-411 (B) (5) states, "*On a specific resolution of the board of supervisors that is limited to a specific election date and that is voted on by a recorded vote, the board may authorize the county recorder or other officer in charge of elections to use emergency voting centers."* The Elections Director in coordination with the Gila County Recorder would like to establish emergency voting centers for the March 17, 2020 Presidential Preference Election. In order to do so, it requires Board of Supervisors' approval by resolution.

Conclusion

A resolution must be adopted by the Board of Supervisors in order to designate emergency voting centers for the March 17, 2020 Presidential Preference Election.

Recommendation

The Elections Director recommends that the Board of Supervisors adopt Resolution No. 20-02-02.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-02-02 designating emergency voting centers for the March 17, 2020 Presidential Preference Election. **(Eric Mariscal)**

Attachments

Resolution No. 20-02-02

ARS 16-411

When recorded please send to

Marian Sheppard, BOS

RESOLUTION NO. 20-02-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, DESIGNATING EMERGENCY VOTING CENTERS FOR THE MARCH 17, 2020 PRESIDENTIAL PREFERENCE ELECTION

WHEREAS, pursuant to A.R.S. § 16-411 (B) (5), the legislature has given authority for the Board of Supervisors to designate emergency voting centers; and,

WHEREAS, the designation of one or more emergency voting centers is to be made by specific resolution; and,

WHEREAS, on a specific resolution of the Board of Supervisors that is limited to a specific election date and that is voted on by a recorded vote, the Board may authorize the County Recorder or other officer in charge of elections to use emergency voting centers; and

WHEREAS, the specific resolution must include the location and hours of operation of emergency voting centers;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that the Gila County Elections Director shall make available emergency voting centers for the March 17, 2020 Presidential Preference Election at the following locations on Monday, March 16, 2020, from 8:00 a.m. until 5:00 p.m.: Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, AZ and Gila County Complex, Board of Supervisors' Conference Room, 610 E. Highway 260, Payson, AZ.

PASSED AND ADOPTED this 18th day of February 2020.

Attest:

_____

Marian Sheppard, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

_____

Woody Cline, Chairman

Approved as to form:

_____

The Gila County Attorney's Office

16-411. Designation of election precincts and polling places; voting centers; electioneering; wait times

A. The board of supervisors of each county, on or before October 1 of each year preceding the year of a general election, by an order, shall establish a convenient number of election precincts in the county and define the boundaries of the precincts. The election precinct boundaries shall be so established as included within election districts prescribed by law for elected officers of the state and its political subdivisions including community college district precincts, except those elected officers provided for in titles 30 and 48.

B. Not less than twenty days before a general or primary election, and at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held, except that:

1. On a specific finding of the board, included in the order or resolution designating polling places pursuant to this subsection, that no suitable polling place is available within a precinct, a polling place for that precinct may be designated within an adjacent precinct.

2. Adjacent precincts may be combined if boundaries so established are included in election districts prescribed by law for state elected officials and political subdivisions including community college districts but not including elected officials prescribed by titles 30 and 48. The officer in charge of elections may also split a precinct for administrative purposes. The polling places shall be listed in separate sections of the order or resolution.

3. On a specific finding of the board that the number of persons who are listed as permanent early voters pursuant to section 16-544 is likely to substantially reduce the number of voters appearing at one or more specific polling places at that election, adjacent precincts may be consolidated by combining polling places and precinct boards for that election. The board of supervisors shall ensure that a reasonable and adequate number of polling places will be designated for that election. Any consolidated polling places shall be listed in separate sections of the order or resolution of the board.

4. On a specific resolution of the board, the board may authorize the use of voting centers in place of or in addition to specifically designated polling places. A voting center shall allow any voter in that county to receive the appropriate ballot for that voter on election day after presenting identification as prescribed in section 16-579 and to lawfully cast the ballot. Voting centers may be established in coordination and consultation with the county recorder, at other county offices or at other locations in the county deemed appropriate.

5. On a specific resolution of the board of supervisors that is limited to a specific election date and that is voted on by a recorded vote, the board may authorize the county recorder or other officer in charge of elections to use emergency voting centers as follows:

(a) The board shall specify in the resolution the location and the hours of operation of the emergency voting centers.

(b) A qualified elector voting at an emergency voting center shall provide identification as prescribed in section 16-579, except that notwithstanding section 16-579, subsection A, paragraph 2, for any voting at an emergency voting center, the county recorder or other officer in charge of elections may allow a qualified elector to update the elector's voter registration information as provided for in the secretary of state's instructions and procedures manual adopted pursuant to section 16-452.

(c) If an emergency voting center established pursuant to this section becomes unavailable and there is not sufficient time for the board of supervisors to convene to approve an alternate location for that emergency voting center, the county recorder or other officer in charge of elections may make changes to the approved emergency voting center location and shall notify the public and the board of supervisors regarding that change as soon as practicable. The alternate emergency voting center shall be as close in proximity to the approved emergency voting center location as possible.

C. If the board fails to designate the place for holding the election, or if it cannot be held at or about the place designated, the justice of the peace in the precinct, two days before the election, by an order, copies of which the justice of the peace shall immediately post in three public places in the precinct, shall designate the place within the precinct for holding the election. If there is no justice of the peace in the precinct, or if the justice of the peace fails to do so, the election board of the precinct shall designate and give notice of the place within the precinct of holding the election. For any election in which there are no candidates for elected office appearing on the ballot, the board may consolidate polling places and precinct boards and may consolidate the tabulation of results for that election if all of the following apply:

1. All affected voters are notified by mail of the change at least thirty-three days before the election.

2. Notice of the change in polling places includes notice of the new voting location, notice of the hours for voting on election day and notice of the telephone number to call for voter assistance.

3. All affected voters receive information on early voting that includes the application used to request an early voting ballot.

D. The board is not required to designate a polling place for special district mail ballot elections held pursuant to article 8.1 of this chapter, but the board may designate one or more sites for voters to deposit marked ballots until 7:00 p.m. on the day of the election.

E. Except as provided in subsection F of this section, a public school shall provide sufficient space for use as a polling place for any city, county or state election when requested by the officer in charge of elections.

F. The principal of the school may deny a request to provide space for use as a polling place for any city, county or state election if, within two weeks after a request has been made, the principal provides a written statement indicating a reason the election cannot be held in the school, including any of the following:

1. Space is not available at the school.

2. The safety or welfare of the children would be jeopardized.

G. The board shall make available to the public as a public record a list of the polling places for all precincts in which the election is to be held.

H. Except in the case of an emergency, any facility that is used as a polling place on election day or that is used as an early voting site during the period of early voting shall allow persons to electioneer and engage in other political activity outside of the seventy-five foot limit prescribed by section 16-515 in public areas and parking lots used by voters. This subsection shall not be construed to permit the temporary or permanent construction of structures in public areas and parking lots or the blocking or other impairment of access to parking spaces for voters. The county recorder or other officer in

charge of elections shall post on its website at least two weeks before election day a list of those polling places in which emergency conditions prevent electioneering and shall specify the reason the emergency designation was granted and the number of attempts that were made to find a polling place before granting an emergency designation. If the polling place is not on the website list of polling places with emergency designations, electioneering and other political activity shall be permitted outside of the seventy-five foot limit. If an emergency arises after the county recorder or other officer in charge of elections' initial website posting, the county recorder or other officer in charge of elections shall update the website as soon as is practicable to include any new polling places, shall highlight the polling place location on the website and shall specify the reason the emergency designation was granted and the number of attempts that were made to find a polling place before granting an emergency designation.

I. For the purposes of this section, a county recorder or other officer in charge of elections shall designate a polling place as an emergency polling place and thus prohibit persons from electioneering and engaging in other political activity outside of the seventy-five foot limit prescribed by section 16-515 but inside the property of the facility that is hosting the polling place if any of the following occurs:

1. An act of God renders a previously set polling place as unusable.

2. A county recorder or other officer in charge of elections has exhausted all options and there are no suitable facilities in a precinct that are willing to be a polling place unless a facility can be given an emergency designation.

J. The secretary of state shall provide through the instructions and procedures manual adopted pursuant to section 16-452 the maximum allowable wait time for any election that is subject to section 16-204 and provide for a method to reduce voter wait time at the polls in the primary and general elections. The method shall consider at least all of the following for primary and general elections in each precinct:

1. The number of ballots voted in the prior primary and general elections.

2. The number of registered voters who voted early in the prior primary and general elections.

3. The number of registered voters and the number of registered voters who cast an early ballot for the current primary or general election.

4. The number of election board members and clerks and the number of rosters that will reduce voter wait time at the polls.

ARF-5891 **Regular Agenda Item 3. E.**

Regular BOS Meeting

Meeting Date:	02/18/2020
Submitted For:	Malissa Buzan, Director
Submitted By:	Allison Torres, Case Manager
Department:	Community Services
Division:	Comm. Action Program/Housing Servs.

Information

Request/Subject

Gila County Homeless Task Force Strategic Plan 2019-2022

Background Information

The Arizona Balance of State Continuum of Care (AZBOSCOC) is responsible for planning and managing resources and services which address the various needs of people who are homeless or at risk of homelessness. The Gila County Community Services Department has been identified by the State Continuum of Care as the local lead agency for Gila County. A Homeless Task Force was created and meets monthly with the goal to prevent and end homelessness in the geographic area of Gila County. A strategic plan has been created to set goals as part of AZBOSCOC funding guidelines.

The Gila County Homeless Task Force approved the Gila County Homeless Task Force Strategic Plan 2019-2022 on September 26, 2019.

Evaluation

The Gila County Homeless Task Force Strategic Plan 2019-2022 was approved by the Gila County Homeless Task Force. The Arizona Department of Housing would like the Gila County Board of Supervisors to acknowledge receipt of this Strategic Plan.

Conclusion

The Gila County Homeless Task Force Strategic Plan 2019-2022 will allow the Homeless Task Force to continue to be eligible for BOSCOC funding and move forward with the goals to reduce homelessness, coordinate entry and assessment points, and increase the availability of permanent housing in Gila County. Per requirements of the Arizona Department of Housing, the Board of Supervisors needs to acknowledge receipt of this Strategic Plan. The best way to do this is to present this topic on a Board meeting agenda so that the Board's acknowledgement of receiving the Strategic Plan is included in the Board's minutes which are a permanent record.

Recommendation

The Community Services Department Director recommends that the Board acknowledge receipt of the Gila County Homeless Task Force Strategic Plan 2019-2022.

Suggested Motion

Information/Discussion/Action to acknowledge receipt of the Gila County Homeless Task Force Strategic Plan 2019-2022 as submitted by the Community Services Department Director and as required by the Arizona Department of Housing. **(Malissa Buzan)**

Attachments

Gila County Homeless Task Force Strategic Plan 2019-2022

Homeless Task Force Meeting Minutes 9-26-2019

Gila County Homeless Task Force Strategic Plan 2019-2022

Vision: Prevent and end homelessness in the geographic area of Gila County.

Mission: The mission of the Gila County Homeless Task Force is to end homelessness within Gila County. It will do this through a seamless and collaborative network, sharing experience and knowledge, and by assisting eligible entities in obtaining the necessary resources and support needed to help vulnerable, low-income individuals and families attain and maintain economic self-sufficiency.

Goal #1: Reduce the number of people who experience homelessness				
Strategy	Action Steps	Person/ Organization Responsible	Timeframe	Measurement
Reduce number of households moving from imminent risk of homelessness to homeless	Identify additional funding sources to support Gila County Homeless Task Force, including prevention and diversion	Gila County Homeless Task Force	June 2021	Identify current unrestricted amounts by June 2021 and measure growth annually
	Explore community sources and strategies to increase amount of unrestricted funding	Gila County Homeless Task Force		Amount of funding and resources that can be used to support diversion from homelessness.
Establish a baseline measurement of households assessed for services facing imminent homelessness who later report being literally homeless (HMIS)	Identify methods to measure if those calling facing imminent homelessness later call as literally homeless to create a baseline measurement	Gila County Homeless Task Force		Number of households who may have been prevented from homelessness
Work with other systems to prevent homelessness i.e. jails	Coalition staff will increase access to practices to support permanent housing outcomes for reentry population	Gila County Homeless Task Force		Identify current permanent housing outcomes in reentry work and assess improvement annually

Gila County Homeless Task Force Strategic Plan 2019-2022

Goal #2 Coordinate Entry and Assessment Points				
Strategy	Action Steps	Person/ Organization Responsible	Timeframe	Measurement
Create a centralized process with equal access for citizens to seek and gain housing stability assistance, including prevention assistance.	Take steps to ensure that citizens can access coordinated entry regardless of their circumstances.	Gila County Homeless Task Force		Homeless in Gila County will be able to utilize the coordinated the assessment locations within Gila County or will also be able to utilize the CRN coordinated entry hotline phone number.
	Establish an outreach plan aimed at community and mainstream programs, agencies and services to ensure access for all populations who need housing stabilization services	Gila County Homeless Task Force		
	Create a public outreach campaign to inform the public about entry points for housing stabilization services.	Gila County Homeless Task Force		
Enable system to uniformly assess citizens seeking services and match them with housing resources and services that best fit their circumstances and preferences.	Establish a uniform screening and assessment process to gather information about a household and their housing and service needs, administered by a cadre of specialists trained and skilled in conducting assessments.	Gila County Homeless Task Force		
	Engage with providers, stakeholders and large and small community groups to inform them about new coordinated entry system, with attention to harder-to-reach and nonservice seeking populations.	Gila County Homeless Task Force		

Goal #3 Increase Availability of Permanent Housing				
Strategy	Action Steps	Person/ Organization Responsible	Timeframe	Measurement
Increase Affordable Housing for Special Needs Populations	Improve availability and access to rental assistance vouchers and subsidies for Gila County priority consumers	Gila County Homeless Task Force		Review and assess additional state resources/revenue streams to expand state funded, tenant-based rental assistance programs to increase availability in regions where there is a demonstrable need for more PSH. Work to leverage private donors and nonprofits to support programmatic needs in conjunction with PSH.
	Develop, expand, and support locally based permanent supportive housing partnerships	Gila County Homeless Task Force		
	Expand the pool of targeted rental units through new development and increased access to existing rental housing	Gila County Homeless Task Force		Collaborate with communities, housing service providers, and developers to support construction efforts to create new targeted units.
Improve and Expand Housing Support Services	Increase the use of peer support services within housing programs	Gila County Homeless Task Force		The goal of using peers is to assist individuals on the road to recovery, self-determination, and

				self-sufficiency. This will be measured by the number of volunteer peers that are assisting housing programs.
	Develop and adopt commonly accepted service standards for permanent supportive housing, utilizing evidence-based practices	Gila County Homeless Task Force		Evidence-based practices (EBPs) are services that have consistently demonstrated their effectiveness in helping people achieve their desired goals. Common standards would not only enhance service delivery; they would allow for evaluation of a more consistent service statewide. This will be measured by development of EBP tool and adoption of it.
	Improve opportunities for self-sufficiency for permanent supportive housing tenants in order to support housing stability	Gila County Homeless Task Force		Gila County will facilitate determining whether a consumer should be referred for work or for disability benefits through use of a standardized assessment such as the Arizona Self-Sufficiency Matrix.

HOMELESS TASK FORCE MEETING

MINUTES

September 26, 2019

START TIME: 10:03 AM END TIME: 11:27 AM

- Jake Gardner welcomed everyone to the meeting. Attendees introduced themselves.
- Taskforce went over August meeting minutes and approved.
- Jake told the attendees he would electronically send acronym list that are being used so that everyone knows what organization is being referred to.
- Strategic Plan goals were discussed, the plan will in for 3 years and will begin in 2020.
    - **Goal #1 –** Reduce the number of people who experience homelessness
    - **Goal #2 –** Coordinate Entry and Assessment Points
    - **Goal #3 –** Expanding Affordable Housing Inventory
- Community Bridges was proud to announce that they had received funding for supportive housing in county for homeless. Daren Fry would call into meeting to give more details regarding funding. One of two applications have been approved.
- Gila County Community Action Program (CAP) would be the starting point for those needing assistance and being entered into the Homeless Management Information System (HMIS). Malissa will request from the Board of Supervisors the County be able to partner with Arizona Department of Housing (ADOH), if approved, a Code of Ethics would be worked on for those interested in and they would need to sign and training would follow. CAP and possibly others would be able to enter data into HMIS and can start building on a by name list (BNL).
- Jake stated the Crises Response Network is still not available.
- At 10:35 Daren Fry with Community Bridges phoned in with information on the awarded money they will receive for permanent supportive housing in Gila County. Stated that he does not have an amount they were awarded or a timeline of when they would be receiving the funds. Is hoping to have more information prior to the next meeting.
- A warming station may be operational in Payson in October and would be located in the parking lot of the Ponderosa Bible Church.
- Timothy Gonzales stated there will be a homeless connect day in Globe on Friday, October 11, 2019, from 9 am – 1 pm, with many resources for those in attendance in need.
- Motion made for taskforce to affirm goals 1 and 2 and add goal 3, motion passed and approved.
- Cathy Melvin mentioned the City of Globe would be going before the Board of Supervisors to present a number of liveable housing within the southern region. Because of the expense of having the study done the northern region did not have one done. It was suggested to start inquiring on finding partners in the northern region to assist with the cost of the study.

ARF-5866 **Consent Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date: 02/18/2020
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

Appointment of Superior Court Judges *Pro Tempore* for FY20-21.

Background Information

The Court is authorized, with approval from the Gila County Board of Supervisors and upon appointment by the Arizona Supreme Court, to employ Superior Court Judges *Pro Tempore* in the management of judicial operations. The Court is seeking reappointment of the following Superior Court Judges *Pro Tempore*: Mr. Joe Albo; Ms. Daisy Flores; and Mr. Gary V. Scales for the period of July 1, 2020 to June 30, 2021. Mr. Albo and Ms. Flores would serve without compensation and would be utilized on an as-needed basis. Mr. Gary V. Scales would serve with compensation.

Evaluation

The reappointment of Superior Court Judges *Pro Tempore* would expand the Court's current capacity to process cases and provide coverage in the event of conflict or non-availability of sitting judges.

Conclusion

The Court requires Board of Supervisors' approval for the appointment of Mr. Joe Albo; Ms. Daisy Flores; and Mr. Gary V. Scales to serve as Superior Court Judges *Pro Tempore* on "as needed" basis for the period of July 1, 2020 to June 30, 2021.

Recommendation

The Court respectfully recommends that the Board of Supervisors approve Presiding Judge Timothy M. Wright's request for the appointments of Mr. Joe Albo; Ms. Daisy Flores; and Mr. Gary V. Scales as Judges *Pro Tempore* for the period stated above.

Suggested Motion

Approval of the appointment of Mr. Joe Albo, Ms. Daisy Flores and Mr. Gary V. Scales as Superior Court Judges *Pro Tempore* for the period of June 30, 2020 until July 1, 2021.

Attachments

BOS Approval Memorandum

Letter to AOC

APPROVAL OF APPOINTMENT OF
SUPERIOR COURT PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **JOE A. ALBO, JR.** as a Superior Court Judge Pro Tempore of the Superior Court in Gila County for the period of July 1, 2020 to June 30, 2021, pursuant to A.R.S. §12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2020.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Woody Cline, Chairman

APPROVAL OF APPOINTMENT OF
SUPERIOR COURT PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **DAISY FLORES** as a Superior Court Judge Pro Tempore of the Superior Court in Gila County for the period of July 1, 2020 to June 30, 2021, pursuant to A.R.S. §12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2020.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Woody Cline, Chairman

APPROVAL OF APPOINTMENT OF
SUPERIOR COURT PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **GARY V. SCALES** as a Superior Court Judge Pro Tempore of the Superior Court in Gila County for the period of July 1, 2020 to June 30, 2021, pursuant to A.R.S. §12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2020.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Woody Cline, Chairman

BRYAN C. CHAMBERS
Judge, Division I
Extension 8686

JON BEARUP
Court Administrator
Extension 8672

TIMOTHY M. WRIGHT
Presiding Judge, Division II
Extension 8690

Gila County Courthouse
1400 East Ash
Globe, Arizona 85501
(928) 425-3231

Superior Court
of Gila County

21 January 2020

Ms. Blanca Moreno
JNC Specialist
Arizona Supreme Court
1501 West Washington Street, Suite 227
Phoenix, AZ 85007

Dear Ms. Moreno,

I am respectfully requesting that the Chief Justice reappoint Daisy Flores, State Bar # 018349, Joe A. Albo, Jr., State Bar # 004810; and Gary V. Scales, State Bar #005029 as Judges *Pro Tempore* for the Superior Court in Gila County, for the period from July 1, 2020 to June 30, 2021.

I confirm that Mr. Albo, Ms. Flores, and Mr. Scales meet all candidate qualifications and requirements as set forth in A.R.S. § 12 – 142. Mr. Albo and Ms. Flores would serve without compensation whereas Mr. Scales would receive compensation.

The Judges *Pro Tempore*, if appointed, would enhance the court's ability to process cases.

I further respectfully request that Mr. Albo, Ms. Flores, and Mr. Scales be authorized to conduct any type of hearing that regularly appointed or elected Superior Court Judges may hear.

Thank you for your consideration of this request.

Very truly yours,

/s/ Timothy M. Wright
Hon. Timothy M. Wright, Division Two
Presiding Judge

ARF-5880 **Consent Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date:	02/18/2020		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2019-2020	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2019 to June 30, 2020	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 040519 - Collins & Collins, Attorneys at Law.

Background Information

On October 15, 2019, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract No. 040519 increasing the contract by $2,000 for the contract term July 1, 2019, to June 30, 2020, due to the utilization of Attorney Collins to provide services for Opioid Court.

On June 4, 2019, the Board of Supervisors approved Professional Services Contract No. 040519 with Collins and Collins, Attorney's at Law, whereby Collins and Collins will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2019, to June 30, 2020. The original contract was executed for a not to exceed without written authorization amount of $10,000.

Evaluation

Amendment No. 2 to Professional Services Contract No. 040519 increases the amended contract by $22,600 for the contract term July 1, 2019, to June 30, 2020, due to the increased demand for appointments in southern Gila County.

Conclusion

Court Administration wishes to execute Amendment No. 2 to Professional Services Contract No. 040519 with Collins and Collins to increase the contract by $22,600 for the contract term of July 1, 2019, to June 30, 2020, due to the increased demand for appointments in southern Gila County; amount not to exceed $34,600 for the contract term July 1, 2019 to June 30, 2020.

Recommendation

The Deputy Court Administrator for the Superior Court in Gila County recommends approving Amendment No. 2 to Professional Services Contract No. 040519 with Collins & Collins, Attorneys at Law to increase the contract by $22,600 for the contract term July 1, 2019 to June 30, 2020 due to the increased demand for appointments in southern Gila County.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 040519 with Collins & Collins, Attorneys at Law, to increase the contract by $22,600 for a new contract amount not to exceed $34,600 for the contract term July 1, 2019, to June 30, 2020.

Attachments

Amendment No. 2 to Professional Services Contract No.

Amendment No. 1 to Professional Services Contract No. 040519

Contract No. 040519 with Collins & Collins Attorneys at Law

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 040519

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 040519
LEGAL SERVICES

COLLINS & COLLINS ATTORNEYS AT LAW

Effective June 4, 2019, Gila County and Collins & Collins Attorneys at Law entered into a contract whereby Collins & Collins. Attorneys at Law agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Service Contract No. 040519 was executed on October 15, 2019 to increase the contract amount of $10,000.00 by Two Thousand dollars and 00/100's ($2,000.00) for the contract term of July 01, 2019 to June 30, 2020; to provide legal services for Opioid Court.

Gila County Superior Court would like to increase the amended contract amount by Twenty-Two Thousand Six Hundred dollars and 00/100's ($22,600.00) for the contract term July 01, 2019 to June 30, 2020; due to the increased demand for appointments in southern Gila County.

Amendment No. 2 to Professional Service Contract No. 040519 will serve to increase the amended contract amount of $12,000.00 by Twenty-Two Thousand Six Hundred dollars and 00/100's ($22,600.00) for the contract term of July 01, 2019 to June 30, 2020.

Consequently, the contract is amended to increase the contract amount by Twenty-Two Thousand Six Hundred dollars and 00/100's ($22,600.00), with a contract amount not to exceed Thirty-Four Thousand Six Hundred dollars and 00/100's ($34,600.00) for the contract term of July 01, 2019 to June 30, 2020 without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical copies of this amendment, 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 PROFESSIONAL SERVICES CONTRACT NO. 040519

APPROVED:

_____
Woody Cline, Chairman of the Board

_____
Collins & Collins Attorneys at Law

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
The Gila County Attorney's Office

_____
Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040519

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 040519
LEGAL SERVICES

COLLINS & COLLINS ATTORNEYS AT LAW

Effective June 4, 2019, Gila County and Collins & Collins Attorneys at Law entered into a contract whereby Collins & Collins. Attorneys at Law agreed to provide Legal Services to the Superior Court in Gila County.

Gila County Superior Court would like to increase the original contract amount by Two Thousand dollars and 00/100's for the contract term July 01, 2019 to June 30, 2020. The Superior Court will utilize Collins & Collins Attorneys at Law to provide legal services for Opioid Court.

Amendment No. 1 to Professional Service Contract No. 040519 will serve to increase the contract amount of $10,000.00 by Two Thousand dollars and 00/100's ($2,000.00) for the contract term of July 01, 2019 to June 30, 2020.

Consequently, the contract is amended to increase the contract amount by Two Thousand dollars and 00/100's ($2,000.00), for the contract term of July 01, 2019 to June 30, 2020; with a contract amount not to exceed Twelve Thousand dollars and 00/100's ($12,000.00) for the contract term of July 01, 2019 to June 30, 2020 without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical copies of this amendment, 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 15th day of October, 2019.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040519

APPROVED:

Woody Cline, Chairman of the Board

Collins & Collins Attorneys at Law

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R Dalton, for Charles Shire

The Gila County Attorney's Office

Timothy Wright, Presiding Judge

PROFESSIONAL SERVICES CONTRACT NO. 040519
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 4th day of June, **2019**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, COLLINS & COLLINS, ATTORNEYS AT LAW** of the City of Payson, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2019 TO JUNE 30, 2020.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **COLLINS & COLLINS, ATTORNEYS AT LAW** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2019 TO JUNE 30, 2020.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **TEN THOUSAND ($10,000.00) DOLLARS** for the period of the contract without advance written authorization.

B. Special Appointment Compensation: The Attorney agrees to provide legal services for special appointments as follows: $400.00 per appointment as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case; $500 per appointment as Attorney in a Probate (Guardianship/Conservatorship) case resulting in commitment of the ward/client to a Level I facility.

C. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

D. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit a monthly invoice for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Dependency cases,** and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

C. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. **Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. **Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. **Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. **Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. **Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. **Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

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 the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040519

APPROVED:

Tim R. Humphrey, Chairman of the Board

Collins & Collins, Attorneys at Law, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson Dalton, for Charles Shie

The Gila County Attorney's Office

Timothy Wright, Presiding Judge

ARF-5895 **Consent Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date:	02/18/2020		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2019-2020	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2019 to June 30, 2020	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 3 to Professional Services Contract No. 051017 with the Law Office of Harriette P. Levitt.

Background Information

On August 8, 2017, the Board of Supervisors approved Professional Services Contract No. 051017 with the Law Offices Of Harriette P. Levitt, whereby Ms. Levitt provides legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1c 2017, to June 30, 2018.

On July 10, 2018, the Board of Supervisors approved Amendment No. 1 to Professional Services Contract No. 051017 to extend the term of the contract from July 1, 2018, to June 30, 2019.

On June 4, 2019, the Board of Supervisors approved Amendment No. 2 to Professional Services Contract No. 051017 to extend the term of the contract for one additional year, from July 1, 2019 to June 30, 2020; remove from the contract the language “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; and decrease the contract amount by $5,500.00 for a new total contract amount not to exceed Five Thousand dollars and 00/100’s ($5,000) without prior written approval

from the County.

Evaluation

Amendment No 3 to Professional Services Contract No. 051017 with Harriette P. Levitt increases the contract amount by $5,500 for the contract term July 1, 2019, to June 30, 2020, due to the increased demand for appointments.

Conclusion

Court Administration wishes to execute Amendment No. 3 to Professional Services Contract No. 051017 with Harriette P. Levitt to increase the contract by $5,500 for the contract term of July 1, 2019, to June 30, 2020, due to the increased demand for appointments; amount not to exceed $10,500 for the contract term July 1, 2019, to June 30, 2020.

Recommendation

The Deputy Court Administrator for the Superior Court in Gila County recommends approving Amendment No 3 to Professional Services Contract No. 051017 with Harriette P. Levitt to increase the contract by $5,500 for the contract term of July 1, 2010, to June 30, 2020.

Suggested Motion

Approval of Amendment No 3 to Professional Services Contract No. 051017 with Harriette P. Levitt to increase the contract by $5,500 for the contract term of July 1, 2019, to June 30, 2020, due to the increased demand for appointments; amount not to exceed $10,500 for the contract term July 1, 2019, to June 30, 2020.

Attachments

Amendment No. 3 to Professional Services Contract No. 051017

Amendment No. 2 to Professional Services Contract No. 051017

Amendment No. 1 to Professional Services Contract No. 051017

Professional Services Contract No. 051017 Legal Services

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 051017

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 051017
LEGAL SERVICES

LAW OFFICES OF HARRIETTE P. LEVITT

Effective August 08, 2017, Gila County and Law Offices of Harriette P. Levitt entered into a contract whereby Law Offices of Harriette P. Levitt agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 051017 was executed on July 10, 2018 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2018 to June 30, 2019 with a contract amount not to exceed Ten Thousand Five Hundred dollars and 00/100's ($10,500.00) without prior written approval from the county.

Amendment No. 2 to Professional Services Contract No. 051017 was executed on June 4, 2019 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2019 to June 30, 2020. **Additionally, Amendment No. 2** served to decrease the original contract amount of $10,500.00 by Five Thousand Five Hundred Dollars and 00/100's ($5,500.00). **Further, Amendment No. 2** served to remove from the contract the language "**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."

Gila County Superior Court would like to increase the amended contract amount by Five Thousand Five Hundred dollars and 00/100's for the contract term July 01, 2019 to June 30, 2020 due to the increased demand for appointment.

Amendment No. 3 to Professional Service Contract No. 051017 will serve to increase the contract amount of $5,000.00 by Five Thousand Five Hundred dollars and 00/100's ($5,500.00) for the contract term of July 01, 2019 to June 30, 2020.

Consequently, the contract is amended to increase the contract amount by $5,500.00 for a new total contract amount not to exceed Ten Thousand Five Hundred dollars and 00/100's ($10,500.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2019 to June 30, 2020 renewal term of the contract.

IN WITNESS WHEREOF, three (3) identical copies of this amendment, 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 PROFESSIONAL SERVICES CONTRACT NO. 051017

APPROVED:

Tim R. Humphrey, Chairman of the Board

Law Offices of Harriette P. Levitt

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

Timothy Wright, Presiding Judge

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 051017

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 051017
LEGAL SERVICES

LAW OFFICES OF HARRIETTE P. LEVITT

Effective August 08, 2017, Gila County and Law Offices of Harriette P. Levitt entered into a contract whereby Law Offices of Harriette P. Levitt agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 051017 was executed on July 10, 2018 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2018 to June 30, 2019 with a contract amount not to exceed Ten Thousand Five Hundred dollars and 00/100's ($10,500.00) without prior written approval from the county.

Professional Services Contract 051017 expires June 30, 2019. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 2 to Professional Services Contract No. 051017 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2019 to June 30, 2020.

Additionally, Amendment No. 2 to Professional Service Contract No. 051017 will serve to decrease the original contract amount of $10,500.00 by Five Thousand Five Hundred Dollars and 00/100's ($5,500.00).

Further, Amendment No. 2 will serve to remove from the contract the language "**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."

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2019 to June 30, 2020; to remove from the contract the language "**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; and to decrease the contract amount by $5,500.00 for a new total contract amount not to exceed Five Thousand dollars and 00/100's ($5,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2019 to June 30, 2020 renewal term of the contract.

IN WITNESS WHEREOF, three (3) identical copies of this amendment, 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 4th day of June, 2019.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 051017

APPROVED:

Tim R. Humphrey, Chairman of the Board

Law Offices of Harriette P. Levitt

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson Ridgeton, for Charles Shrie

The Gila County Attorney's Office

Timothy Wright, Presiding Judge

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 051017

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 051017
LEGAL SERVICES

LAW OFFICES OF HARRIETTE P. LEVITT

Effective August 08, 2017, Gila County and Law Offices of Harriette P. Levitt entered into a contract whereby Law Offices of Harriette P. Levitt agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 051017 expires June 30, 2018. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 051017 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2018 to June 30, 2019 with a contract amount not to exceed Ten Thousand Five Hundred dollars and 00/100's ($10,500.00) without prior written approval from the county.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2018 to June 30, 2019 renewal term of the contract.

IN WITNESS WHEREOF, three (3) identical copies of this amendment, 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 10th day of July, 2018.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 051017

APPROVED:

Tim R. Humphrey, Chairman of the Board

Law Offices of Harriette P. Levitt, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

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

Timothy Humphrey, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Woody Cline, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 051017
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 8th day of August, **2017**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICE OF HARRIETTE P. LEVITT** of the City of Tucson, County of Pima, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2017 TO JUNE 30, 2018.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **LAW OFFICE OF HARRIETTE P. LEVITT** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2017 TO JUNE 30, 2018.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

E. 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 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.

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Appellate or Post-Conviction Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **TEN THOUSAND FIVE HUNDRED DOLLARS ($10,500.00) DOLLARS** for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court except with prior approval, and are a personal expense of the attorney. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit a monthly invoice for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: The attorney will be assigned **appellate or post-conviction relief cases** on an "as needed" basis.

B. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

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 the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 0501017

APPROVED:

Tommie C. Martin, Chairman of the Board

Law Office of Harriette P. Levitt, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy Wright, Presiding Judge

ARF-5877 **Consent Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date: 02/18/2020
Submitted For: Malissa Buzan
Submitted By: Allison Torres, Case Manager
Department: Community Services Division: GEST Division

Information

Request/Subject

Amendment No. 7 to Request for Qualified Vendor Agreement (RFQVA) No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County, Gila Employment and Special Training (GEST).

Background Information

On September 16, 2014, the Board of Supervisors approved Amendment No. 1 to RFQVA No. DDD 710000. Upon receipt of Amendment No. 1, the Arizona Department of Economic Security (ADES) notified the Gila County GEST Division that the amendment needed to be corrected and returned to ADES as soon as possible. Former Chairman Pastor signed the corrected Amendment No. 1 on October 6, 2014, and it was then resubmitted to ADES.

The Gila County Board of Supervisors approved Amendment No. 2 on April 18, 2017.

The Gila County Board of Supervisors approved Amendment No. 3 on May 9, 2017.

The Gila County Board of Supervisors approved Amendment No. 4 on October 10, 2017.

The Gila County Board of Supervisors approved Amendment No. 5 on September 11, 2018.

Per DES Amendment No. 6 was skipped in the numbering process; therefore, Amendment No. 7 will follow Amendment No. 5.

Evaluation

By signing Amendment No. 7, Gila County, GEST, is acknowledging a revision to Section 5 - Service Requirements Scope of Work and Section 6 - DES/DDD Standard Terms and Conditions for Qualified Vendors. The submittal of said document will allow the GEST Department to maintain a Qualified Vendor Agreement with the DDD.

Conclusion

Amendment No. 7 to the RFQVA No. DDD 710000 will allow the GEST Department to continue to provide DDD services to residents of Gila County, and remain in compliance with federal and state regulations and provisions of the RFQVA.

Recommendation

The Community Services Department Director recommends that the Board of Supervisors approve Amendment No. 7 to the RFQVA No. DDD 710000 in order to acknowledge changes to Section 5 - Service Requirements Scope of Work, and Section 6 - DES/DDD Standard Terms and Conditions for Qualified Vendors, so that the GEST Division can continue to provide services to eligible residents of Gila County.

Suggested Motion

Approval of Amendment No. 7 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County, Gila Employment and Special Training Division, to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.

Attachments

Amendment No. 7 to RFQVA No. DDD 71000

Amendment No. 5 to Contract No. DDD 710000

Amendment No. 4 to RFQVA No. DDD 710000

Amendment No. 3 to RFQVA No. DDD 710000

Amendment No. 2 to RFQVA No. DDD 710000

Amendment No. 1 to RFQVA No. DDD 710000

RFQVA No. DDD 710000

	CONTRACT AMENDMENT **RFQVA No.: DDD-710000**	**ARIZONA DEPARTMENT OF ECONOMIC SECURITY** 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 **(602) 364-1863**
	Contract No: 05785 Amendment No: **7**	Procurement Specialist: **Shawn-Marie Hawkins**

DIVISION OF DEVELOPMENTAL DISABILITIES

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #7

EFFECTIVE January 17, 2020, THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

SECTION 5 – SERVICE SPECIFICATIONS:

5.1 Provider Qualifications

...

5.1.13 **Beginning October 01, 2019,** the Qualified Vendor shall develop agency policies with procedures that demonstrated the Qualified Vendor conducts and begin background checks of all Direct Care Workers (DCW) for employment, including DCW employees who also provide Respite Service, to establish the employees comply with the following standards:

5.1.13.1 At the time of hire and every year thereafter, conduct a search of the Arizona Adult Protective Services Registry,

5.1.13.2 At the time of hire and every three years thereafter conduct a nationwide criminal background check that accounts for criminal convictions in Arizona,

5.1.13.3 Prohibit a DCW from providing services to ALTCS members if the background check results contain:

a. Convictions for any of the offenses listed in A.R.S. §41-1758.03(B) or (C), or

b. Any substantiated report of abuse, neglect or exploitation of vulnerable adults listed on the Adult Protective Services Registry pursuant to A.R.S. §46-459.

5.1.13.4 Upon hire and annually thereafter, obtain a notarized attestation from the DCW that he/she is not:

a. Subject to registration as a sex offender in Arizona or any other jurisdiction, or

b. Awaiting trial on or has been convicted of committing or attempting, soliciting, facilitating or conspiring to commit any criminal offense listed in A.R.S. §41-1758.03(B) or (C), or any similar offense in another state or jurisdiction.

5.1.13.5 Require DCWs to report immediately to the agency if a law enforcement entity has charged the DCW with any crime listed in A.R.S. §41-1758.03(B)or (C),

5.1.13.6 Require DCWs to report immediately to the agency if Adult Protective Services has alleged that the DCW abused, neglected or exploited a vulnerable adult.

5.1.13.7 Agencies may choose to allow exceptions to the background requirements for DCWs providing services to family members only. If the agency allows a DCW to provide services under this exception, the agency shall:

a. Notify the ALTCS member in writing that the DCW does not meet the background check standards and therefore otherwise would not normally be allowed to provide services,

b. Obtain consent from the ALTCS member to allow the DCW to provide services despite the findings of the background check.

5.1.13.8 Agencies are prohibited from allowing exceptions to the Arizona Adult Protective Services Registry screening requirements for DCWs providing services to family members only.

5.318.14 **Effective October 01, 2019,** provider agencies required to comply with Fingerprint Clearance Card requirements outlined in A.R.S. Title 41, Chapter 12, Article 3.1, and may use a DCW's Fingerprint Clearance Card as evidence of complying with the criminal background check required by this Policy, however, the agency must still comply with the obligation to check the Arizona Adult Protective Services Registry. DCWs are prohibited from providing services to ALTCS members if the DCW is precluded from receiving a Fingerprint Clearance Card or has a substantiated report of abuse, neglect or exploitation of vulnerable adults listed on the Adult Protective Services Registry pursuant to A.R.S. §46-459.

5.319 Staffing

...

5.2.5 AHCCCS has implemented a court order under the Ball v. Betlach lawsuit related to non- provision of services ("NPS") for in-home Attendant Care, Homemaker, or Respite. In addition, the Division requires the tracking for NPS (gaps) in Individually Designed Living Arrangement and Nursing services. The Qualified Vendor shall have processes in place to ensure that appropriately trained additional staff is available within two (2) hours of reporting when the primary staff person is not available, and the service is critical to assure the maintenance of health and safety of the member receiving service. As part of the court order, the Arizona Health Care Cost Containment System ("AHCCCS") requires a monthly report which outlines when a member has reported a non-provision of service, meaning a service did not happen as scheduled. Qualified Vendors shall comply with the AHCCCS NPS reporting requirements as directed by the Division. Please refer to the Division's "**Providers & Vendors - Division of Developmental Disabilities**" website for instructions and forms at https://des.az.gov/services/disabilities/developmental-child-and-adult/help-providers. The report is due by the fifth (5th) day of every month whether there is an NPS to report.

...

SECTION 6 – DES/DDD STANDARD TERMS AND CONDITIONS:

...

6.1.10 "Application" means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hardcopy to the Division; the required information in the Qualified Vendor Application in the FOCUS system andsubmitted electronically to the Division via the Division's website, and approved by the Division; a hardcopy of the required information entered into Qualified Vendor Application in the FOCUS system submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.

...

6.1.22 "Encounter" means the record of a claim as adjudicated by the Division for a health care related service rendered by provider(s) registered with AHCCCS to an AHCCCS member who is enrolled with the Division on the date of service (A.A.C.R9-22-701).

...

6.2.3.6 Information entered into the Qualified Vendor Contract (QVC) in the FOCUS system (most recently approved);and

...

6.2.3.7 Attachments to information entered into **QVC** (most recentlyapproved).

...

6.3.3.5 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least two million dollars ($2,000,000) but less than five-million dollars ($5,000,000) shall provide the Department the following: (a) Semi-annual financial statements no later than sixty (60) days following the end of the **second (2nd) and fourth (4th) quarters;** and (b) Annual financial statements that have been reviewed by an independent Certified Public Accountant. Review report must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the review unless a different time has been requested and approved by the Division.

6.3.3.6 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least one million dollars ($1,000,000) to less than two-million dollars ($2,000,000) shall provide the Department the following: **(a) Annual Financial Statements no later than sixty (60) days following the end of the fiscal year and (b) compilation that has been compiled by an independent Certified Public Accountant. A compilation must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows.** Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the compilation unless a different time has been requested and approved by the Division.

6.3.3.7 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year less than one million dollars ($1,000,000) shall provide the Department an annual financial statement that consists of a Balance Sheet, Income Statement, and Statement of Cash Flows within one hundred twenty (120) days after fiscal year end. **If you are a Sole Proprietor (not**

incorporated) entity without employees, you may submit your tax returns for the fiscal year (in lieu of the financial statements) no later than 120 days after the fiscal year ends.

...

6.3.9 Agreement Extension.

The maximum term for this Agreement is ten (10) years from January 1, 2011. This Agreement will expire no later than December 31, 2021. The Agreement can be terminated as specified in Section 6.10 et seq. of these terms and conditions. The Procurement Officer may exercise the Division's option to extend or renew the Agreement by unilateral Agreement amendment; a written amendment signed by both parties shall not be necessary. The Division has no obligation to extend or renew this Agreement.

...

6.7.6 Insurance.

6.7.6.1 *Insurance Requirements*

...

6.7.6.1.3.1 *Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

...

3. Commercial General Liability may be satisfied if the Commercial General Liability policy is combined with the Professional Liability policy **(item 6.7.6.1.3.4 below)**, provided that the Commercial General Liability coverage is written on an occurrence basis, and certified with the required coverage, limits and endorsements required for Section **6.7.6.1.3.1.** If written with the Professional Liability policy, the Commercial General Liability section shall have separate limits from the Professional Liability.

b. For all other Qualified Vendors:

...

2. The Qualified Vendor must provide the following statement on their certificate(s) of insurance: *"Sexual Abuse/Molestation Coverage is included, or Sexual Abuse is not excluded".*

...

6.7.6.1.3.3 *Worker's Compensation and Employers' Liability*

a. Worker's Compensation	Statutory
b. Employer's Liability	

Coverage	Minimum Limits

Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

6.7.6.1.3.4 *Professional Liability (Errors and Omissions Liability)*

Basis	Minimum Limits
Each Claim	$2,000,000
Annual Aggregate	$2,000,000

a. If the professional liability insurance required by this Agreement is written on a claims-made basis, the Qualified Vendor 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.

b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this Agreement.

...

6.7.6.1.6 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to:

Arizona Department of Economic Security
Division of Developmental Disabilities,
Attn: Contract Management Unit,
Business Operations,
P.O. Box 6123, Site Code 2HC3
Phoenix, AZ, 85005-6123,

The information shall be sent by certified mail, return receipt requested.

...

6.7.6.1.9 Subcontractors: Qualified Vendors' certificate(s) shall include a listing of all subcontractors performing member direct services and include all subcontractors as insured under its policies **or** Qualified Vendor shall furnish/submit to the State of Arizona separate certificates and endorsements for each subcontractor associated with the Agreement award. All insurance coverage for subcontractors shall be subject to the minimum requirements identified above.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED

	CONTRACT AMENDMENT **RFQVA No.: DDD-710000**	**ARIZONA DEPARTMENT OF ECONOMIC SECURITY** 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 **(602) 364-1863**
	Contract No: 05785 Amendment No: **7**	Procurement Specialist: **Shawn-Marie Hawkins**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE DATE	SIGNATURE DATE
Woody Cline, Chairman	Carol Kachidurian Contract Administrator Division of Developmental Disabilities Arizona Department of Economic Security
Print Name and Title	

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Michael Trailor
Director

Sent via U.S. Postal Service

August 3, 2018

Gila Employment and Special Training
Attn: Helene Lopez
5515 South Apache Ave. Suite 200
Globe, AZ 85501

Re: Qualified Vendor Agreement No. # 05785, Amendment #5

Dear Helene Lopez,

The Arizona Department of Economic Security, Division of Developmental Disabilities (Division) is amending its Qualified Vendor Agreement (QVA) Solicitation, Request for Qualified Vendor Agreement (RFQVA) #DDD710000 to include recent changes made to the service specification for Habilitation, Vendor Supported Developmental Home (Child and Adult) and the Developmental Home Third Party Agreement. Included with this letter are instructions for the amendment known as RFQVA #DDD710000 Amendment #5.

A.R.S. 36-557 (K), Title 6, Chapter 6, Article 2103, (D) (10) and Section 6.6 of the DES DDD Standard Terms and Conditions for Qualified Vendors require whenever the Division initiates any revisions, additions, or deletions to any information in its original open and continuous "RFQVA Solicitation," all parties who have a contract with the Division acknowledge any changes occurring to the Solicitation. Returning the signed amendment(s) to the Division by an established due date is part of the acknowledgment process and is required.

Please read the instructions and the amendment in its entirety to prevent any interruption in service delivery provided to members associated with your contract. In the event you do not have an approved Amendment #5 in place by August 31, 2018, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

If you have any questions, please do not hesitate to contact Jose Mercado, Contracts Management Supervisor, by telephone at (602) 364-0947 or via email at JMercado@azdes.gov or email the DES/DDD Contract Manager's email box DDDContractsManager@azdes.gov.

Thank you for the valuable services you provide to Division Members.

Sincerely,

Tracey Thomas
Contract Administrator
Division of Developmental Disabilities

Cc: Contract File

Enclosure / Attachments:

RFQVA #DDD710000 Amendment #5 – Amendment Document
RFQVA #DDD710000 Amendment #5 – Instructions
Revised Service Specification for Habilitation, Vendor Supported Developmental Home (Child and Adult)
Revised Section 9 Attachment F - Developmental Home Third Party Agreement

	CONTRACT AMENDMENT **RFQVA No.: DDD-710000**	**ARIZONA DEPARTMENT OF ECONOMIC SECURITY** 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 **(602) 364-0945**
	Contract No: 05785 Amendment No: **5**	Procurement Specialist: **Jose Mercado**

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #5

EFFECTIVE September 1, 2018, THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

1. **Section 7 – Service Specifications**:
   a) Section 7 is revised to add the service titled "**Habilitation, Vendor Supported Developmental Homes (Child and Adult)**" which is hereby revised and replaced

2. **Section 9 F – Developmental Home Third Party Agreement**:
   a) Section 9F revised to add the Attachment titled "**Developmental Home Third Party Agreement**" which is hereby revised and replaced.

3. ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE 9/11/18 DATE	SIGNATURE DATE
Tim R. Humphrey, Chairman Print Name and Title	Tracey Thomas Contract Administrator Division of Developmental Disabilities Arizona Department of Economic Security

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

RFQVA # DDD 710000 Amendment #5

INSTRUCTIONS

The Division of Developmental Disabilities has amended RFQVA # DDD 710000. To maintain a Qualified Vendor Agreement (QVA) with the Division, each Qualified Vendor must amend its Qualified Vendor Agreement.

To amend the Qualified Vendor Agreement, the Division requires the Qualified Vendor to submit the signed **RFQVA Amendment #5** document(s) to the Division's Contracts Management Unit no later than **Monday, August 27, 2018, 5:00 p.m. M.S.T.**

Additionally, if the Qualified Vendor contracts for the service "**Habilitation, Vendor Supported Developmental Home (Child and Adult)**" and **has active** Adult Developmental Home (ADH) or Child Developmental Home (CDH) service providers, the Division requires the Qualified Vendor to enter into a new subcontract with each of their ADH\CDH service providers. The new Attachment-F subcontract document has incorporated the changes made by issuance of Amendment #5. Acknowledgment of the changes implemented will be done through the completion and submittal of a new **Developmental Home Third Party Agreement** (Section 9 – Attachment F) for each ADH/CDH service provider currently registered in the Quick Connect system. The Division will also be verifying that each ADH/CDH service provider is listed in the "**Administrative & Service Sites**" section of the QVA effective the date of Amendment #5 before processing the amendment.

In order to ensure continued service delivery, the Division is requesting receipt of these documents no later than Monday, August 27, 2018, 5:00 p.m. M.S.T.

In the event a Qualified Vendor fails to have an approved Amendment in place by August 31, 2018, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

The steps for completing the documents associated with Amendment # 5 is outlined below:

1. **RFQVA Amendment #5 Document** (one-page document):

   a) An authorized QVA contract signatory, as identified in Section - 2 Vendor Contact Information of the QVA, completes the bottom, left section of the Amendment document under, "**CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT":**

   - Authorized signatory signs above the word "SIGNATURE"
   - Print the name and the title of the authorized signatory below the word "SIGNATURE"

   b) Leave the signatory line in bottom right corner blank, this section is for the Contract Administrator's signature only and will be signed when the amendment is approved.

Please note failure to complete this page correctly will cause the Division to return the Amendment #5 to the QVA for correction and resubmittal which will delay the processing of your amendment.

If you do not have the service "Habilitation, Vendor Supported Developmental Home (Child and Adult)" in your Qualified Vendor Agreement, **skip to number 3**, Submittal of Amendment documents.

2. **Developmental Home Third Party Agreement** (Section 9 Attachment F):

Only required if you have the service "**Habilitation, Vendor Supported Developmental Home (Child and Adult)**" in your Qualified Vendor Agreement and subcontract(s) with ADH/CDH service providers.

For each ADH/CDH service provider a newly signed first page of the Developmental Home Third Party Agreement is required. This document must be the version included in this amendment packet identified by the effective date of "09-01-18" in the lower right-hand corner of each page of the agreement.

a) Enter the following information in the **first section** on the first page of the Developmental Home Third Party Agreement:

   1.) **Qualified Vendor Name** = Enter the name of the Qualified Vender Agency

2.) **FEI Number** = Enter the Federal Employer Identification Number (FEIN) of the Agency. Must match the FEIN of the Qualified Vendor Agreement.

3.) **Site Code** = Leave blank

4.) **Developmental Home Provider Name** = Enter the name(s) of the ADH \ CDH service provider. The name of the parties must match the name(s) listed on the Developmental Home License.

5.) **SSN or FEI** = Enter the Social Security number or other Federal Tax Identification Number of the ADH/CDH Developmental Service Provider.

b) Enter the following information in the **second section** on the first page of the Developmental Home Third Party Agreement:

1.) **Signature of Developmental Home Provider Signatory** = The ADH/CDH Provider must enter their signature as the primary signatory for the subcontract. If there are two parties on the developmental home license, then each signatory must enter their own signature in separate fields. Do not enter two signatures in one set of blocks, use one block for reach signature.

2.) **Signature of Developmental Home Provider Secondary** = If there are two parties on the developmental home license and since both parties must enter into the agreement, then this field is to be used by the second, or secondary signatory for the service provider. Otherwise, if there is only one party, this field can remain blank or be completed as "Not Applicable".

3.) **Date** = For each of the above signatures, enter the date the ADH/CDH provider signed the Developmental Home Third Party Agreement document. Dates entered cannot be before August 13, 2018.

4.) **Signature of Qualified Vendor** = This field must be signed by an authorized signatory for the Qualified Vendor Agreement as identified in Section-2 Vendor Contact Information section of the QVA.

5.) **Date** = Enter the date the authorized contract signatory signed the Developmental Home Third Party Agreement document.

While the complete Developmental Home Third Party Agreement is a nine (9) page document, the Division is only requiring the original signature page, or first page to be returned as proof of the subcontract\agreement. This document must be the version included in this amendment packet identified by the effective date of "09-01-18" in the lower right-hand corner of each page of the agreement.

3. Submittal of Amendment documents:

Return the signed Amendment #5 documents (Amendment #5 document and, only if applicable, the 1st page of the Developmental Home Third Party Agreement

subcontract document with QVA and ADH/CDH signatures) in one of the following methods:

a) **In-person or by courier** (must request and receive a receipt) to:

Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
1789 W. Jefferson, 1st floor, East
Phoenix, AZ 85007

b) **By mail to:**

Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
P.O. Box 6123, Mail Drop 2HC3 Phoenix, AZ 85005-6123

Please request a signed receipt for any documents that are hand delivered. Scanned, fax or emailed documents will not be accepted.

HABILITATION, VENDOR SUPPORTED DEVELOPMENTAL HOME (CHILD AND ADULT)

Service Description **HP16-00**

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

This service provides for the recruitment of developmental home providers; home studies; technical assistance, monitoring, support, and oversight of developmental home providers; and recommendation of licensing/re-licensing and/or certification of child and adult developmental home providers or child developmental certified home. For the purposes of this service specification developmental home provider includes both licensed developmental home providers or child developmental certified homes.

Service Requirements and Limitations

1. This service shall be provided to a Division member who resides in a licensed developmental home (child or adult) that is operated by a subcontractor to the Qualified Vendor.

   1.1 An owner or primary interest in a Qualified Vendor Agency may only act as a licensed Developmental Home Provider pursuant to a subcontract with another qualified vendor.

   1.2 A Qualified Vendor may not delegate, assign, or subcontract the following services: recruitment of developmental home providers; home studies; technical assistance, monitoring, support, and oversight of developmental home providers; and recommendation of licensing/re-licensing and/or certification of child and adult developmental homes unless the Division has provided its written consent to such delegation, assignment, or subcontract.

   1.3 The Qualified Vendor may not enter into agreements with family members of the owner or primary interest or any employee of the Qualified Vendor (or of the principals or employees of the Qualified Vendor, if the Qualified Vendor is a corporation or other entity) for the provision of Developmental Home services. For purposes of this section, "family members" means any relative as defined in the Division's Operations Policy Manual, Policy 3001 - Family Members as Paid Providers, regardless of whether the manual would permit those family members to be paid providers. If the Qualified Vendor has entered into such an agreement prior to September 1, 2014, the Qualified Vendor may continue to perform that agreement during the term of this Qualified Vendor Agreement notwithstanding the prior sentence.

1.4 The Qualified Vendor may not enter into an agreement with an applicant for Developmental Home services if the applicant is employed or subcontracted by the Qualified Vendor, contracts (for other Division services) with the Qualified Vendor or is the guardian of a member who will be receiving Developmental Home services in the applicant's home. If prior to September 1, 2014, the Qualified Vendor has entered into such an agreement, the Qualified Vendor may continue to perform that agreement during the term of this Qualified Vendor Agreement notwithstanding the prior sentence.

1.5 This relationship shall be documented in accordance with Division requirements (see Developmental Home Third Party Agreement in Section 9, Attachment F, of the Qualified Vendor Agreement).

2. This service shall not be provided when the member is hospitalized.

3. The Qualified Vendor shall ensure that the member who is authorized for this service receives services twenty-four (24) hours each day, including those times when the Developmental Home Provider is being relieved by the Qualified Vendor.

4. The Qualified Vendor is not relieved of its obligation to continue to serve a member if the needs of that member change and a reasonable accommodation can be identified by the planning team for the current home and coordinated by the Qualified Vendor (e.g., staff training, durable medical equipment).

   4.1 When the member's needs change, the Qualified Vendor shall send written notice to the member's Support Coordinator within one (1) business day of the occurrence of any change. The Qualified Vendor shall initiate a cooperative planning process with the planning team to update and revise the member's planning document.

5. This service is authorized for the day. A day begins at 12:00 a.m. (midnight) and ends at 11:59 p.m. on the same calendar day.

6. The Qualified Vendor shall ensure that licensing worker(s) and supervisor(s) of the Qualified Vendor shall be trained and able to perform their duties as outlined in the Developmental Home Services policy located in the Division's Provider Manual, including recommendations for initial licensing, renewal of licensing, monitoring, and administration of developmental homes or certified foster homes.

7. Licensing worker(s) and supervisor(s) shall have the minimum education and experience as listed in the Developmental Home Services policy located in the Division's Provider Manual.

8. Licensing workers may not be responsible for more than twenty (20) licensed homes for training, technical assistance, and monitoring.

9. The Qualified Vendor providing this service shall have applied for and been awarded the service of Room and Board, Vendor Supported Developmental Home (Child and Adult), and shall at all relevant times be providing the service of Room and Board, Vendor Supported Developmental Home.

10. The Qualified Vendor shall ensure that its developmental homes are licensed.

11. Licensing worker(s) and supervisor(s) of the Qualified Vendor shall be familiar with applicable laws and rules as required by the Developmental Home Services policy located in the Division's Provider Manual.

12. Transportation to employment, day treatment and training, medical appointments, visits with family and friends, when necessary school, and other community activities. shall be the responsibility of the Developmental Home Provider. Other reasonable transportation within the community is also the responsibility of the Developmental Home Provider, including fees associated with the transportation.

13. The Qualified Vendor is responsible for ensuring the Developmental Home provides the required Transportation.

Service Goals and Objectives

Service Goals

The Qualified Vendor shall ensure that the Developmental Home Provider(s):

1. Provide a broad array of support services to promote the physical, emotional, and mental well-being of the member, in a family home setting.

2. Assist the member to develop knowledge and skills in order to be as a member of his/her community based on his/her own choices.

3. Provide training and supervision for the member to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.

4. Assist the member to develop positive relationships.

5. Provide opportunities for the member to interact socially with the Developmental Home Provider, their own family, friends, and the community, including providing information regarding and facilitating access to community resources.

6. Assist the member in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. In accordance with the member's planning document, develop:

   1.1 Habilitation-related outcomes for the member based on assessment data and input from the member and the member's planning team which will allow the member to achieve his/her long-term vision for the future and priorities.

   1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiation of service for a new or a continuing placement and whenever a new outcome is identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.

   1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based on the presence or absence of measurable progress by the member.

2. As identified in the member's planning document, ensures the Developmental Home Provider provides a broad array of support services such as:

   2.1 Assistance and training related to personal and physical needs and routine daily living skills;

   2.2 Implementing strategies to address behavioral concerns about the member, assist in developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;

   2.3 Ensuring that the health needs of the member are being met, including providing follow-up as requested by the member's Primary Care Provider ("PCP") or medical specialist;

   2.4 Implementing all therapeutic recommendations for the member including speech, occupational, and physical therapy and assisting members in following special diets,

exercise routines, or other therapeutic programs recommended by licensed professional;

2.5 Mobility training, alternative, or adaptive communication training, as needed;

2.6 Providing appropriate support and supervision to meet the member's individualized needs;

2.7 Opportunities for training and/or practice for the member in basic life skills such as shopping, banking, money management, access and use of community resources, and safe community engagement skills.

2.8 Assist the member in developing, maintaining, or enhancing independent functioning skills in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self- medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.

2.9 Assist the member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem-solving abilities for use in daily interactions.

2.10 Provide or arrange for transportation to support the member in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities. Promote, as appropriate, the member's acquisition of skills necessary to access community transportation resources.

2.11 Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools, are coordinated to meet the needs of the member(s) served.

3. The Qualified Vendor shall:

3.1 Establish, support, and maintain developmental homes to meet the needs of individuals with developmental disabilities.

3.2 Assist the member's planning team in assessing the referred member for appropriate match with the Developmental Home Provider and participate as a team member in the development of the planning document.

3.3 Provide monthly in person consultation and supports to the Developmental Home Provider to support the needs of the individual placement; this may include but not be limited to programmatic support, and monthly developmental home provider support groups. Work cooperatively with all entities for continuity of services for the member.

All direct service providers must meet Arizona Health Care Cost Containment System ("AHCCCS") registration/Department certification requirements.

3.4 Ensure there is a plan for respite for the Developmental Home Provider. The respite provider shall comply with the requirements of Arizona Administrative Code (A.A.C.) Title 6 Economic Security, Chapter 6 Department of Economic Security - Developmental Disabilities, Article 15. Standards for Certification of Home and Community-Based Service (HCBS) Providers.

4. Develop and implement strategies for recruitment, training, home studies, recommendation for licensing, re-licensing of homes and methods for monitoring and retention of homes that protect the physical, emotional, social and mental well- being of the member.

5. Provide or arrange for training to Developmental Home Providers as approved by the Division and as outlined in the Developmental Home Services policy located in the Division's Provider Manual.

   5.1 In addition to the above, for Child Developmental Homes, the training curriculum shall meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure. The child welfare training must be delivered by an individual certified by the ADCS to provide this training.

6. Conduct new placement visits, home visits, annual renewal visit and document in Quick Connect as required in the Developmental Home Services policy located in the Division's Provider Manual.

Service Utilization Information

1. The Qualified Vendor shall monitor each developmental home for compliance with all licensing and other legal requirements as listed in the Developmental Home Services policy located in the Division's Provider Manual.

2. The Qualified Vendor shall assess the need for support to each developmental home based on the collective needs of the members living in the home.

   2.1 The Qualified Vendor shall provide the support services necessary to maintain the continuity of the living arrangement.

3. The Qualified Vendor shall notify the Division of any and all hospitalizations within twenty-four (24) hours of admission, including admission to a behavioral health facility.

Rate Basis

1. Published. The published rate is based on one (1) day of service time.

2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, RateBook, and/or other provider resources made available by the Division.

Direct Service Staff (Developmental Home Provider) and Agency Qualifications

1. Direct Service Staff (Developmental Home Provider) shall meet the following requirements:

    1.1 In addition to meeting the requirements of licensure, all direct service staff (Developmental Home Provider(s)) must meet all of the qualifications, training, and responsibilities required by law including those specified in A.A.C. R6-6-1001 and R6-6-1005 for child developmental homes and R6-6-1101 and R6-6-1105 for adult developmental homes and as listed in the Developmental Home Services policy located in the Division's Provider Manual.

2. The Qualified Vendor shall meet the following requirements:

    2.1 All requirements as listed in the Developmental Home Services policy located in the Division's Provider Manual.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the member's planning document on file, including the Risk Assessment; ensure that the licensed developmental home has a copy on file; and make the document available to the member/ member's representative and/or Division upon request.

2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new placement and whenever a new outcome has been identified for the member.

3. The Qualified Vendor shall ensure that its subcontracted Developmental Home Providers submit quarterly individualized progress reports on each member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer

to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

4. The Qualified Vendor shall provide results of all health care appointments and results to the member's representative as needed, no less than quarterly.

5. The Qualified Vendor shall that ensure that a log of personal belongings of the member served is maintained and continually updated, and available to the Division, the member, and the member's representative upon request.

6. The Qualified Vendor shall submit to the member's representative a monthly accounting of expenditures per the member's individual spending plan.

7. The Qualified Vendor shall maintain a ledger and documentation (e.g., receipts) that accounts for the expenditures of all member funds used and submit a monthly accounting of expenditures to the member's representative payee.

8. The Qualified Vendor shall submit to the Division no later than the last day of the month a monthly census of each developmental home it oversees. The census shall be submitted as outlined in the Developmental Home Services policy located in the Division's Provider Manual.

9. The Qualified Vendor shall notify the member's Support Coordinator within forty-eight (48) hours of a member moving to another location.

10. The Qualified Vendor shall maintain and store all licensing documents. The licensing file will include training certificates, DES forms and documentation to verify licensing compliance as listed in the Developmental Home Services policy located in the Division's Provider Manual. The licensing file shall be made available to the Division upon request.

11. The Qualified Vendor shall maintain copies of all home inspections, monitoring reports, and corrective actions and make them available to the Division upon request.

12. The Qualified Vendor shall maintain records that identify all developmental home providers who have ended their relationship with the Qualified Vendor and whether there were outstanding corrective actions in place or any other ongoing care concern related to the subcontractor.

13. The Qualified Vendor shall maintain records that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

SECTION 9
ATTACHMENT F
DEVELOPMENTAL HOME THIRD PARTY AGREEMENT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
DIVISION OF DEVELOPMENTAL DISABILITES

DEVELOPMENTAL HOME THIRD PARTY AGREEMENT

I. **This Agreement is between the Arizona Department of Economic Security (the "Department" or "DES"), Division of Developmental Disabilities (the "Division" or "DDD"), the Qualified Vendor, and the licensed Developmental Home Provider(s). This Agreement is effective the last date of signature and shall terminate upon termination of the Qualified Vendor Agreement, as amended by mutual agreement of all parties, or on termination of the Developmental Home Provider License. This Agreement applies to Habilitation, Vendor Supported Developmental Home (Child and Adult) and Room and Board, Vendor Supported Developmental Home (Child and Adult). This Agreement when executed provides the basis for Provider Indemnity Program ("PIP") coverage pursuant to Arizona Revised Statutes ("A.R.S.") § 41-621(B).** ***See page 9 of this agreement for more information on PIP.***

Qualified Vendor Name	FEI Number	Site Code
Developmental Home Provider Name[1]	SSN or FEI	

[1]The Developmental Home Provider Name must match the name listed on the Developmental Home License issued by the Division's Office of Licensing, Certification, and Regulation ("OLCR")

Signatures to Agreement:

Signature of Developmental Home Provider Signatory	Date
Signature of Developmental Home Provider Secondary	Date
Signature of Qualified Vendor	Date
Signature for The Division of Developmental Disabilities	Date

II. The Qualified Vendor for Vendor Supported Developmental Home (Child and Adult) Services shall:

A. Enter into a subcontract with the Developmental Home Provider for the provision of Developmental Homes services under the Qualified Vendor Agreement. The subcontract shall incorporate by reference the Qualified Vendor Agreement. The Qualified Vendor shall provide copies of the subcontract relating to the provision of Developmental Homes service(s) to the Division upon request. The Qualified Vendor shall be legally responsible for Agreement performance. The subcontract may not operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by the Developmental Home Provider conform to the requirements of the Qualified Vendor Agreement.

B. Share all known unprivileged information about each member with the Developmental Home Providers.

C. Provide the Developmental Home Providers, at the time of each member's placement or within five (5) working days, the member's placement packet which includes written planning documents [e.g., Individual Support Plan ("ISP")], Behavior Plans, and other pertinent information such as confidential information on health, education, and social aspects of the member.

D. Assist in developing a planning document for each member with the involvement of the Developmental Home Provider(s).

E. Assess progress toward achievement of the member's planning document outcomes with participation of the Developmental Home Providers(s).

F. Arrange or facilitate access to services to meet each member's needs.

G. Advise and assist each member and other people important to the member to understand the nature of a developmental home placement.

H. Facilitate and assist each member in maintaining relationships with the member's family and other people important to the member.

I. Work with the Developmental Home Provider's schedule to facilitate visitation with each member's family and other people important to the member.

J. Work with the Developmental Home Provider(s) toward meeting the needs of each member.

K. Be available to provide assistance in emergencies for the member.

L. Provide monthly in person consultation and supports to the developmental home provider to support the needs of the individual placement; this may include but not be limited to programmatic support, and monthly developmental home provider support groups. Work cooperatively with all entities for continuity of services for the member. All direct service providers must meet Arizona Health Care Cost Containment System ("AHCCCS") registration/Department certification requirements.

M. Work cooperatively with all entities for continuity of services for the member(s).

N. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the member(s) served.

O. Develop and implement strategies for recruitment, training, home studies and recommendation for licensing or certification, and re-licensing or re-certification of homes, and methods for monitoring and retention of homes that protect the physical, emotional, and mental well-being of the member(s).

P. As needed, participate and cooperate with the Developmental Home Provider(s) and the Department for the development and implementation of Corrective Action Plans.

Q. Provide or arrange for training to developmental home providers as approved by the Division and as outlined in the Provider Manual. In addition to the above, for Child Developmental Homes, the training curriculum shall meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure. The child welfare training must be delivered by an individual certified by the ADCS to provide this training.

R. Establish, support, and maintain licensed/certified developmental homes to meet the needs of member(s).

S. Conduct new placement visits, home visits, annual renewal visit and document in Quick Connect as listed in the Developmental Home Services policy located in the Provider Manual.

T. Assist the member's planning team in assessing the referred member for an appropriate match with the licensed developmental home and participate in the development of the planning document.

U. Facilitate the completion of this Agreement.

V. Ensure that each developmental home site is documented in Section 5 – Administrative & Service Sites section of the Division's Qualified Vendor Contract System ("QVC"). Each physical location shall be documented and updated as necessary to ensure the information is current and accurate.

W. Not release a Developmental Home Provider to another Qualified Vendor if the home is under a Corrective Action Plan unless all parties (the Developmental Home Provider, both Qualified Vendors, and the Department) agree in a signed and dated written document.

X. Cooperate with other Qualified Vendors in transferring the Developmental Home Provider's license by sharing licensing information with the new vendor and releasing licensing records (with appropriate consent from the Developmental Home Provider) to the new vendor.

Y. The Qualified Vendor cannot develop any other requirements or conditions for the Developmental Home Provider beyond the requirements listed in the subcontract agreement.

III. The Developmental Home Provider(s) shall:

A. Assist the member(s) in developing knowledge and skills to be a member of his/her community based on his/her own choices.

B. Provide training and supervision for the member(s) to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.

C. Assist the member in developing positive relationships.

D. Provide opportunities for member(s) to interact socially with the developmental home provider, their own family, friends, and the community, including providing information regarding and facilitating access to community resources.

E. Assist the member(s) in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.

F. As identified in the member's planning document, ensure the Development Home Provider provide a broad array of support services such as:

1. Assistance and training related to personal and physical needs and routine daily living skills;

2. Implementing strategies to address behavioral concerns about the member, assist the Planning Team in developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;

3. Ensuring that the health needs of the member are being met, including providing follow-up as requested by the member's Primary Care Provider ("PCP") or medical specialist;

4. Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting members in following special diets, exercise routines, or other therapeutic programs recommended by a licensed professional;

5. Mobility training, alternative, or adaptive communication training;

6. Providing appropriate support and supervision to meet the member's individual needs;

7. Opportunities for training and/or practice for the member in basic life skills such as shopping, banking, money management, access and use of community resources, and community engagement survival skills.

8. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools, are coordinated to meet the needs of the member(s) served.

G. Assist the member in developing, maintaining, or enhancing independent functioning skills in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self- medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.

H. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem-solving abilities for use in daily interactions.

I. Provide or arrange for transportation to support the member in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities. Promote, as appropriate, the member's acquisition of skills necessary to access community transportation resources.

J. Provide room and board.

K. As needed, the Developmental Home Provider will participate and cooperate with the Qualified Vendor and the Department for in the development and implementation of Corrective Action Plans.

L. Ensure that the Developmental Home Provider(s) job, profession, or other obligations do not conflict with or limit appropriate supervision of the member. The Developmental Home Provider is responsible for the member on a 24 hour a day, 7 day a week, 365 day a year basis (allowing for school, day programs, and respite).

IV. Division of Developmental Disabilities Qualified Vendor Supported Developmental Home (Child and Adult) Terms and Conditions

A. **Compliance With Applicable Laws.** The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Developmental Home Provider shall maintain all applicable licensing, certification and permit requirements.

1. In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all members who receive Agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

2. Nothing in this Agreement shall be construed as a waiver of a Native American tribe's sovereign immunity. Nothing shall be construed as a Native American tribe's consent to be sued or as consent by a Native American tribe to jurisdiction of any State Court.

3. The Developmental Home Provider shall comply with the requirements related to reporting to a peace officer or consumer protective services incidents of crimes against children or vulnerable adults as specified in A.R.S. §§ 13-3620, 46-454, and 46-457.

4. The Developmental Home Provider shall comply with Public Law ("P.L.") 101-121, Section 319 [21 United States Code ("U.S.C.") section 1352] (as may be amended) and 29 Code of Federal Regulations ("C.F.R.") Part 93 (as may be amended) which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Developmental Home Provider shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Native American tribes, tribal organizations, and any other Native American organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

5. The Developmental Home Provider shall only provide services that are specified on the license issued by the "Division" or the Arizona Department of Child Safety (ADCS). This includes the type of service or program, and the number, gender, and ages of members the Developmental Home Provider(s) may receive for care.

6. The Developmental Home Provider shall not accept referrals or provide Developmental Home services until the Developmental Home Provider has first obtained all required licenses, permits certifications, and an Agreement is signed by the Department approving the Developmental Home Provider to accept referrals or provide Developmental Home service.

7. The Developmental Home Provider shall take proper safety and health precautions to protect the member(s), the public and the property of the Developmental Home Provider.

B. **Fingerprinting.** The provisions of the Arizona Administrative Code, Title 6, Chapter 6, Articles 10, 11 and 15, are incorporated into this Agreement in their entirety.

C. **Central Registry.** The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement. The term "juvenile" in A.R.S. § 8-804 shall also mean "vulnerable adult" as defined in A.R.S. § 13-3623 (as may be amended).

D. **Insurance.** The Developmental Home Provider is insured pursuant to A.R.S. §§ 41-621 and 35-154 *et seq.* and this signed Agreement.

E. **Non-Discrimination.** The Developmental Home Provider shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the American's with Disabilities Act. The Developmental Home Provider shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Developmental Home Provider shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

F. **Records.** Under A.R.S. §§ 35-214 and 35-215, the Developmental Home Provider shall retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement or if subject to Health Insurance Portability & Accountability Act ("HIPAA"), which requires a period of six (6) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Developmental Home Provider shall produce a legible copy of any or all such records.

G. **Third Party Antitrust Violations.** The Developmental Home Provider assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern material or services supplied by third parties to the Developmental Home Provider, toward fulfillment of this Agreement.

H. **Code of Conduct.** The Developmental Home Provider shall:

1. Represent themselves, their credentials, and their relationships accurately to members and others in the community;

2. Participate as appropriate in the planning process, including the implementation of plan objectives;

3. Maintain member privacy and confidential information in conformity with Federal and State law, rule and policy;

4. Ensure that all individuals who participate in this Agreement have been trained and have affirmed their understanding of Federal and State law, rule and policy regarding confidential information;

5. Ensure that members receiving service are safely supervised and accounted for;

6. Act in a professional manner, honor commitments, and treat members and families with dignity and respect;

7. Display a positive attitude;

8. Have absolute zero tolerance for the following: sexual activity with members and family members; employ authority or influence with member and families for the benefit of a third party; exploit the member's trust in the Developmental Home Provider; or accept any commission, rebates, or any other form of remuneration except for payments by the Qualified Vendor.

I. **Advising or Advocating on Behalf of a Member**. The Developmental Home Provider shall comply with the requirements under 42 C.F.R. § 438.102 and the agreement between the Division and the Arizona Health Care Cost Containment System Administration ("AHCCCS"). The Division may not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising, or advocating on behalf of a member who is authorized to receive services from the provider for the following:

1. The member's health status, medical care, or treatment options including any alternative treatment that may be self-administered.

2. Any information the member needs in order to decide among all relevant treatment options.

3. The risks, benefits, and consequences of treatment or no treatment.

4. The member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

J. **Address Confidentiality Program.** The Developmental Home Provider shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.* The Department will advise the Qualified Vendor as to applicable policies and procedures the Department has adopted for such compliance.

K. **Limited English Proficiency.** The Developmental Home Provider shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency (LEP), DES 1-01-34 and any subsequent revisions.

L. **Warranty of Services.** The Qualified Vendor and the Developmental Home Provider, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Agreement.

M. **Certification of Truthfulness of Representation.** By signing this Agreement, the Qualified Vendor and the Developmental Home Operator certifies the following:

1. That all representations set forth herein are true to the best of its knowledge; and

2. That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Agreement.

END OF AGREEMENT

Provider Indemnity Program

The Provider Indemnity Program, better known as PIP, is an insurance program developed by the State which provides liability coverage for individual providers while caring for a State client, and acts of clients that result in damage to their property or to third parties. There is no charge to the individual provider for this coverage because PIP is funded by the State of Arizona. While PIP is not designed to meet all of the insurance needs an individual provider may require, PIP can respond to certain losses when an individual provider has been found negligent while providing necessary care to a client as part of the services which are required under the four covered programs.

Each individual provider should check with his/her insurance agent to make sure that all other insurance needs are covered. Information regarding PIP may be found at:

https://staterisk.az.gov/insurance/provider-indemnity-program

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Henry Darwin
Interim Director

Sent via U.S. Postal Service

September 18, 2017

Gila Employment and Special Training
Attn: Tommie C. Martin
5515 South Apache Ave. Suite 200
Globe, AZ 85501

Re: Qualified Vendor Agreement No. # 05785, Amendment 4

Dear Tommie C. Martin,

The Division is amending your Qualified Vendor Agreement # 05785 (Contract) you have with the Arizona Department of Economic Security / Division of Developmental Disabilities (Division) set to expire on December 31, 2017. Included with this letter are instructions for RFQVA #DDD710000 Amendment #4.

Please read the instructions and amendment in their entirety to prevent interruption in the service delivery under this contract with the Division. In the event you fail to have an approved Amendment by September 29, 2017, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

In Accordance with A.R.S. § 36-557.K, rates for the services purchased through this RFQVA will be included in the upcoming rate book publication in the next few weeks, which will be available on the Division's website.

If you have any questions, please do not hesitate to contact Jose Mercado, Contracts Management Supervisor, by telephone at (602) 364-0947 or via email at JMercado@azdes.gov or email the DES/DDD Contract Managers email box DDDContractsManager@azdes.gov.

Thank you for the valuable services you provide to Division Members.

Sincerely,

Cecilia Robles
Deputy Business Operations Administrator
Division of Developmental Disabilities

Cc: Contract File

Enclosure

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

RFQVA # DDD 710000 Amendment #4

INSTRUCTIONS

The Division of Developmental Disabilities has amended RFQVA # DDD 710000. To maintain a Qualified Vendor Agreement (QVA) with the Division, each Qualified Vendor must amend its Qualified Vendor Agreement.

In order to amend the Qualified Vendor Agreement, the Division requires the Qualified Vendor to submit the signed **RFQVA Amendment #4** document to the Division's Contracts Management Unit no later than September 29, 2017, for signature by the Contract Administrator.

In order to ensure continued service delivery, the Division is requesting receipt of the documents no later than 5:00 p.m. M.S.T. on **September 25, 2017**. In the event a Qualified Vendor fails to have an approved Amendment by **September 29, 2017**, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

The process for completing the document associated with **Amendment # 4** is identified below:

1. RFQVA **Amendment #4**:
    a) The **Authorized Contract Signatory** completes the left column of the Amendment, **leave the right column blank**, this will be completed by the Division Contract Administrator.
    b) **Authorized Contract Signatory** enters their signature and date in the designated field of the "Acknowledgement of the RFQVA Amendment".
    c) Print the name and the title of **authorized contract signatory** signing the Amendment.
2. Return the **Amendment#4** document listed above as follow:

    a) **In-person or by courier** (must request and receive a receipt) to:

Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
1789 W. Jefferson, 1st floor, East
Phoenix, AZ 85007

b) **By mail to**:

Arizona Department of Economic Security Division
of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
P.O. Box 6123, Mail Drop 2HC3
Phoenix, AZ 85005-6123

Please request a signed receipt for any documents that are hand delivered. Scanned, fax or emailed documents will not be accepted.

	CONTRACT AMENDMENT **RFQVA No.: DDD-710000**	**ARIZONA DEPARTMENT OF ECONOMIC SECURITY** 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456
	Contract No: 05785 Amendment No: 4	Procurement Specialist: Jose Mercado

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #4

THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

1. Section 7 – Service Specifications
   a. Section 7 revised to add the service titled "Habilitation Consultation" which is hereby revised and replaced

2. In Accordance with A.R.S. § 36-557.K, rates for the services purchased through this RFQVA will be included in the upcoming rate book publication in the next few weeks, which will be available on the Division's website. (See Attached)

ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE DATE Tommie C. Martin Chairman, Gila County Board of Supervisors Print Name and Title	SIGNATURE DATE **CECILIA ROBLES** Deputy Business Operations Administrator Division of Developmental Disabilities Arizona Department of Economic Security

HABILITATION CONSULTATION

Service Description HP0031

Habilitation Consultation is a focused, consultative service that is intended to complete an assessment and develop an intervention plan. The plan identifies strategies to strengthen the skills of the member and his/her family/caregivers. This service assists a member to remain in his/her home or the home of their family/caregivers and to participate in community activities by providing a variety of behavioral interventions.

Service Requirements and Limitations

1. This service may be provided in thefollowing settings:

   1.1 The member's own home or family home, or

   1.2 A grouphome, or

   1.3 A state-supportedor a vendor-supported developmental home(childoradult),or

   1.4 A community setting chosen by the member and his/her Planning Team, or

   1.5 An Intermediate Care Facility, or

   1.6 A SkilledNursing Facility.

2. This service may be provided for observation and assessment purposes only in:
   2.1 The member's school, during school provided transportation to and from school, and the hospital.

3. This service shall not be provided when the member is hospitalized for acute medical needs.

4. The plan for this service must include:
   4.1 Respect forthe member's preferences, favorite activities, and his/her lifestyle choices, etc.;

   4.2 The development ofuseful techniques and facilitatingthe useofthese techniques by caregivers forthe member's benefit; and

   4.3 The development and facilitation of techniques, as appropriate, for increasing the member's social skills and ability to interact with others.

5. The Qualified Vendor shall ensure that the consultant staff is fully able to complete an assessment, implement the applicable intervention plan for the member and follow the protocols for managing and reporting incidents to the Division.

Service Goals and Objectives

Service Goals:

1. To provide an improved quality of life for the member by assisting the member in his/her environment by the teaching of alternative methods of responding to stressors and other sources of challenging behavior.

2. To develop and maintain the member's self-help, socialization and adaptive skills.

3. To assist planning teams and family members/caregivers in managing the member's challenging behaviors through thorough understanding of the purpose and function of a behavior.

4. To develop an intervention plan for the member derived from the assessment.

5. To facilitate implementation of the intervention plan strategies for the member.

Service Objectives:

The Qualified Vendor shall ensure that the following objectives are met:

1. Conduct an assessment of the member's challenging behavior or area of skill deficit.

2. Develop with the planning team and family members/caregivers an intervention plan.

3. Model the implementation of the intervention plan for the member, family members/ caregivers, and/or service providers, including the teaching of alternative or replacement behavior.

4. Train the member, family members/caregivers, and/or service providers in the implementation of the intervention plan and monitor their usage of the plan. The intervention plan should include specific activities for the family or other caregivers to use between visits by the consultant. The intervention plan should be written in language understandable to the family and or caregivers.

5. Assist the planning team in acquiring the needed approvals of the intervention plan by the applicable Human Rights Committee and Program Review Committee pursuant to the Division's administrative rules [Arizona Administrative Code ("A.A.C.") R6-6-903 and subsequent amendments] and Division policy, including any subsequent revisions.

6. Review data with the planning team and other people important to the member as to the success of the intervention plan.

7. Provide follow-up consultation to ensure proper implementation of the intervention plan and revise the plan as needed.

Service Utilization Information

1. The assessment shall be conducted by a licensed Psychologist, a licensed Behavior Analyst, or a Board Certified Behavior Analyst ("BCBA") under the supervision of a licensed Behavior Analyst.

2. The development of the intervention plan shall be conducted by a licensed psychologist, a licensed Behavior Analyst, or a BCBA under the supervision of a licensed Behavior Analyst.

   2.1 All interventions shall be developed using evidence based practice(s).

   2.2 All interventions shall respect the rights and dignity of the member and his/her family members/caregivers.

   2.3 All interventions shall be based as much as possible on positive behavior supports and the member's ability to self-manage when supported.

3. The training of the member, family members/caregivers, and/or direct service staff in the implementation of the intervention plan, monitoring their usage of the plan, and revision of the plan shall be conducted by a licensed Psychologist, a licensed Behavior Analyst, a BCBA under the supervision of a licensed Behavior Analyst, or a Bachelor's-Level Service Provider (Assistant).

4. All services shall be delivered in strict compliance with the provisions of Title 6, Chapter 6, Article 9 pertaining to "Managing Inappropriate Behaviors" of the A.A.C. and Chapter 1600 of the Division's Policies and Procedures Manual, including subsequent amendments/revisions.

Rate Basis

1. The published rate(s) for this service is available on the Division's website in the Rate Book.

2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, published Rate Book, and/or other provider resources made available by the Division.

Consultant Staff Qualifications

1. If a Doctoral-level service provider, have at a minimum:

   1.1 A current license to practice psychology in the state of Arizona issued by the Arizona Board of Psychologist Examiners and meet all requirements set forth in Arizona Revised Statutes ("A.R.S."), Title 32, Chapter 19.1 et seq., as amended; or

   1.2 A current license as a Behavior Analyst from the Arizona Board of Psychologist Examiners.

2. If a Master's-level service provider, have at a minimum:

   2.1 A current license as a Behavior Analyst from the Arizona Board of Psychologist Examiners; or

   2.2 If unlicensed, must receive supervision from a Behavior Analyst who is licensed by the Arizona Board of Psychologist Examiners, as outlined by A.R.S. 32- 2091, and have:

      2.2.1 A Master's degree in behavior analysis, psychology, special education, or a related field, and

      2.2.2 Fifteen (15) hours of graduate level coursework in behavior analysis, and

      2.2.3 Six (6) months of full-time, supervised experience (internship/practicum) in behavior analysis under the supervision [minimum equivalent one (1) hour per week] of a board certified behavior analyst (i.e., implementing, developing, revising behavior support plans); or

      2.2.4 Current certification as a Board Certified Behavior Analyst (BCBA).

3. If a Bachelor's-level service provider (Assistant), must receive supervision from a Behavior Analyst who holds a current and active license recognized by the State of Arizona Board of Psychologist Examiners or licensed psychologist and have at a minimum:

   3.1 A Bachelor's degree in psychology, behavior analysis, social work, education, special education, child development, or counseling and two (2) years of full-time

experience in behavioral therapy, behavioral modification, or behavioral analysis (i.e., implementing positive behavior support plans); or

3.2 A Bachelor's degree in an alternative discipline and five (5) years of full-time experience in behavioral therapy, behavioral modification, or behavioral analysis (i.e., implementing positive behavior support plans); or

3.3 Current certification as a Board Certified Assistant Behavior Analyst (BCaBA).

Record keeping and Reporting Requirements

1. The assessment and intervention plan shall be completed no later than forty-five (45) business days following the acceptance of the member's service authorization.

2. The Qualified Vendor shall provide the assessment report and the intervention plan to the member's Support Coordinator, the member/member's representative, and service providers no later than seven (7) business days upon completion.

3. Following the submittal of the initial intervention plan, the Qualified Vendor shall submit quarterly individualized progress reports regarding the member no later than the tenth (10^{th}) business day following the close of the quarter to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

4. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by its consultant staff providing direct service to the member.

   4.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 18-442) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member's representative before the Qualified Vendor submits the claim for payment.

5. The Qualified Vendor shall maintain on file documentation of required licensures and certification for each consultant providing this service.

6. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

Habilitation Consultation Rates

HCPCS Service Code	DDD Service Code	Description	Unit of Service	Multiple Clients	Benchmark Rate	Adopted Rate	Adopted: Benchmark Ratio
Habilitation Consultation Evaluation							
H0031	HCA	Habilitation Consultation Evaluation, (Urban)	Per-Diem	1	$162.82	$162.82	100.00%
H0031	HCA	Habilitation Consultation Evaluation, (Rural)	Per-Diem	1	$197.83	$197.83	100.00%
Habilitation Consultation							
0364T, 0365T, 0370T	HCM	Habilitation Consultation, Licensed Psychologist (Urban)	Half-Hour	1	$67.75	$67.75	100.00%
0364T, 0365T, 0370T	HCM	Habilitation Consultation, Licensed Psychologist (Rural)	Half-Hour	1	$81.34	$81.34	100.00%
0364T, 0365T, 0370T	HCM	Habilitation Consultation, Behavioral Analyst/BCBA (Urban)	Half-Hour	1	$40.71	$40.71	100.00%
0364T, 0365T, 0370T	HCM	Habilitation Consultation, Behavioral Analyst/BCBA (Rural)	Half-Hour	1	$49.46	$49.46	100.00%
0364T, 0365T, 0370T	HCB	Habilitation Consultation, Assistant (Urban)	Half-Hour	1	$22.94	$22.94	100.00%
0364T, 0365T, 0370T	HCB	Habilitation Consultation, Assistant (Rural)	Half-Hour	1	$28.28	$28.28	100.00%

HCPCS Key	*Description*
H0031[1]	Mental Health Assessment by Non-Physician
0364T[2]	Adaptive behavior treatment by protocol, administered by technician, face-to-face with one patient; first 30 minutes of technician time
0365T[2]	Adaptive behavior treatment by protocol, administered by technician, face-to-face with one patient; each additional 30 minutes of technician time.
0370T[2]	Family adaptive behavior treatment guidance, administered by physician or other QHCP (without the patient present, 30 minutes.)

[1]HCA/H0031 service is limited to a maximum of 10 units. Each unit is a per diem rate based on a minimum of 2 hours/unit. If the Evaluation does not require the full 10 units, the extra units can be used for on-going training needs of the member.

[2]HCM/HCB 0364T-0370T service codes are limited to a maximum of 110 units unless there are left over units from the Evaluation.

	CONTRACT AMENDMENT **RFQVA No.: DDD-710000**	**ARIZONA DEPARTMENT OF ECONOMIC SECURITY** 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456
	Contract No: 05785 Amendment No: 3	Procurement Specialist: Jose Mercado

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #3

THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

1. Section 7 – Service Specifications
   a. Section 7 revised to add service titled "Career Preparation and Readiness" as attached. Service will be posted on the DDD Web Site by May 5, 2017.

2. Division Rate Look Up File. The Division Rate Look Up File is hereby revised to reflect Career Preparation and Readiness outcome payment service code and first outcome payment of $250 to be made upon the member's successful progressive move and $250 final outcome payment to be made upon the member's successful retention of the successful progressive move.

3. Rate Book as posted on January 1, 2017. The January 1st, 2017 Rate Book which reflects the new service shall remain unchanged.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
Tommie C. Martin 5-9-17	5/31/17
SIGNATURE DATE	SIGNATURE DATE
Tommie C. Martin Chairman, Gila County Board of Supervisors	**CECILIA ROBLES** Deputy Business Operations Administrator Division of Developmental Disabilities Arizona Department of Economic Security
Print Name and Title	

	CONTRACT AMENDMENT RFQVA No.: DDD-710000	ARIZONA DEPARTMENT OF ECONOMIC SECURITY 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456
	Contract No:05785 Amendment No: 2	Procurement Specialist: Jose Mercado

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #2

THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

1. Application Submittal Checklist.
   a. Part 3 revised to add Section 9, Attachment L: Participation in Boycott of Israel.

   b. Part 4 revised to delete "c) Original signature on signature of page of each RFQVA Amendment issued: RFQVA DDD #710000 Amendment 1"

2. Section 2, Table of Contents.
   a. Section Content 6. DES/DDD Standard Terms and Conditions for Qualified Vendors revised to add 6.14 Participation in Boycott of Israel.

   b. Section Content 9. Attachments (Forms to be Completed by Applicant) revised to add Section 9, Attachment L. Participation in Boycott of Israel.

3. Section 3, Instructions to Applicants.
   a. Section 3.2.1 General. The in person and mail address shall be revised to reflect:

   "In person or by courier (must request and receive a receipt):
   Arizona Department of Economic Security
   Division of Developmental Disabilities
   Attn: Contracts Administration Unit
   1789 W. Jefferson Street, 1st Floor, East
   Phoenix, Arizona 85007
   Telephone: (602) 542-6874

   By mail to:
   Arizona Department of Economic Security
   Division of Developmental Disabilities
   Attn: Contracts Administration Unit, QVA Section
   P.O. Box 6123, Mail Drop 2HC3
   Phoenix, Arizona 85005-6123"

4. Section 5, Service Requirements/Scope of Work.
   a. Section 5.10.1.11. Reference to "A.R.S. § 41-132" is removed in its entirety and replaced with "A.R.S. § 18-442"

b. Section 5.10.4 is added to reflect:

"The Qualified Vendor shall provide incident reports to the member/or members responsible person on request. The Qualified Vendor may redact all information protected from disclosure under the Health Insurance Portability and Accountability Act of 1996 and all applicable implementing Federal regulations. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this Agreement."

5. Section 6, DES/DDD Standard Terms and Conditions for Qualified Vendors.

a. Section 6.3.4 Notices. The address is revised to reflect

"Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
P.O. Box 6123, Mail Drop 2HC3
Phoenix, Arizona 85005-6123"

b. Section 6.4.1.7 is hereby revised to read:

"The Division is not obligated to pay for services provided without prior authorization. An initial claim for services must be received by the Division no later than six (6) months from the date of service, unless the claim involved retro-eligibility. Claims initially received beyond the six (6) month time frame, except claims involving retro-eligibility, will be denied. If a claim is originally received within the six (6) month time frame, the Qualified Vendor will have up to twelve (12) months from the date of service or sixty (60) days from the date of the recoupment to correctly resubmit the claim in order to achieve clean claim status or to adjust a previously processed claim, unless the claim involves retro-eligibility. If a claim does not achieve clean claim status or is not adjusted correctly within twelve (12) months, the Division is not liable for payment."

c. Section 6.5.4.4 is revised to read:

"The Qualified Vendor shall pay for the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Division shall only pay for the costs of fingerprint checks of potential developmental home providers."

	CONTRACT AMENDMENT RFQVA No.: DDD-710000	ARIZONA DEPARTMENT OF ECONOMIC SECURITY 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456
	Contract No:05785 Amendment No: 2	Procurement Specialist: Jose Mercado

d. Section 6.6.4, Assignment and Delegation. This is removed in its entirety and replaced with the following:

"This Agreement, and the rights and obligations hereunder, may not be assigned or delegated by the Qualified Vendor without the prior written consent of the Division. The Division shall not unreasonably withhold approval."

e. Section 6.7.6.1.8.3. The address is revised to reflect:

"Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
P.O. Box 6123, Mail Drop 2HC3
Phoenix, Arizona 85005-6123"

f. Section 6.13.5 is added to reflect:

"6.13.5 Participation in Boycott of Israel. Qualified Vendor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01. "

6. Section 9J, Business Associate Agreement. This Agreement is hereby revised and replaced.

7. Section 9L, Participation in Boycott of Israel. Section 9L is added to RFQVA #710000.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
Tommie C Martin 4-18-17 SIGNATURE DATE	Robles 4-28-17 SIGNATURE DATE
Tommie C. Martin, Chairman Print Name and Title	CECILIA ROBLES Deputy Business Operations Administrator Division of Developmental Disabilities Arizona Department of Economic Security

RFQVA AMENDMENT	DEPARTMENT OF ECONOMIC SECURITY
RFQVA No: DDD 710000	**Agency: Division of Developmental Disabilities**
Amendment No: 1	**Address: 1789 W. Jefferson, Site Code 791A** **Phoenix, Arizona 85007**
Page 1 of 7	**Phone: (602) 542-6874**

A signed copy of the signature page (page 7) of this amendment must be submitted with the hardcopy of the Application, or, if a Qualified Vendor Agreement has been awarded as of the date of issue of this amendment, the Qualified Vendor must return a signed copy of this amendment within 30 days of the date of issue to:

Contract Management Section
Business Operations – Site Code 791A
Arizona Department of Economic Security
Division of Developmental Disabilities
P.O. Box 6123
Phoenix, Arizona 85005

Please read the portions of each Section of your Agreement identified below for the changes made by this Amendment.

The full text of the amended Agreement is located at https://www.azdes.gov/ddd/

Amendments have been made to the identified portions of the specific Sections listed below:

RFQVA Application Submittal Checklist

Section 1: Notice of Request for Qualified Vendor Applications (RFQVA)
RFQVA Number: DDD 710000
Submittal Locations

Section 2: Table of Contents

Section 3: Instructions to Applicants
3.1 Inquiries
3.2 Application Preparation
3.3 RFQVA Schedule
3.4 Individual Independent Providers and Professional Independent Providers
3.6 Protests
3.7 Evaluation

Section 4: Background
- 4.1 Division of Developmental Disabilities Service Philosophy and Background
- 4.2 Program Eligibility
- 4.3 Program Description
- 4.4 Historically, How Is Arizona Doing?

Section 5: Service Requirements/Scope of Work
- 5.1 Provider Qualification
- 5.2 Staffing
- 5.3 Training
- 5.4 Delivery of Services
- 5.5 Service (Prior) Authorization
- 5.6 Vendor Calls and Referrals for Services
- 5.7 Member Planning Document and Related Activities
- 5.8 Quality Management Plan
- 5.9 Transition of Members to Other Providers
- 5.10 Recordkeeping
- 5.11 Application and Use of *RateBook* and Billing Manual

Section 6: DES/DDD Standard Terms and Conditions for Qualified Vendors
- 6.1 Definitions
- 6.2 Agreement Interpretation
- 6.3 Agreement Administration and Operation
- 6.4 Costs and Payments
- 6.5 Accountability
- 6.6 Agreement Changes
- 6.7 Risk and Liability
- 6.8 Warranties
- 6.9 State's Contractual Remedies
- 6.10 Agreement Termination
- 6.11 Agreement Claims and Controversies
- 6.12 Contingency Planning
- 6.13 Certifications

Section 7: Service Specifications

Attendant Care
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Direct Service Training Requirements
- Recordkeeping and Reporting Requirements

Center-Based Employment
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Day Treatment and Training, Adult
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Recordkeeping and Reporting Requirements

Day Treatment and Training, Child (After School)
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Recordkeeping and Reporting Requirements

Day Treatment and Training, Child (Summer)
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Recordkeeping and Reporting Requirements

Employment Support Aide
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Group Supported Employment
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Outcomes
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habilitation Communication
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habilitation, Community Protection and Treatment Hourly
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habitation, Consultation (New Service)

Habilitation, Early Childhood Autism Specialized (New)
Replaces Habilitation, Specialized Behavior

Habilitation, Group Home
- Additional Service Description for Community Protection and Treatment
- Service Requirements and Limitations (All Group Homes)
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements (All Group Homes)

Habilitation, Hourly Support
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habilitation, Individually Designed Living Arrangement
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habilitation, Music Therapy
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habilitation, Nursing Supported Group Home
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habilitation, Vendor Supported Developmental Home (Child and Adult)
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Home Health Aide
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff and Agency Qualifications
- Recordkeeping and Reporting Requirements

Homemaker (formally Housekeeping)
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Direct Service Staff Training Requirements
- Recordkeeping and Reporting Requirements

Individual Supported Employment
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Nursing
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff and Agency Qualifications
- Recordkeeping and Reporting Requirements

Occupational Therapy
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Person-Centered Planning Facilitation
- *Service Not Being Solicited*

Physical Therapy
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Respiratory Therapy
- Service Requirements and Limitations
- Service Goals and Objectives

Service Utilization Information
Direct Service Staff and Agency Qualifications
Recordkeeping and Reporting Requirements

Respite
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Direct Service Training Requirements
Recordkeeping and Reporting Requirements

Room and Board, All Group Homes
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Recordkeeping and Reporting Requirements

Room and Board, Vendor Supported Developmental Home (Child and Adult)
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Speech Therapy
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Support Coordination
Service Not Being Solicited

Transition to Employment (New Service)

Transportation
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Section 8: Arizona Geographic Map

Section 9: Attachment A – Application and Agreement Award

Section 9: Attachment E – ADES Data Sharing Request and Agreement
Replaces Hardcopy Version of Assurances and Submittals

Section 9: Attachment G – Central Registry Search Request

Section 9: Attachment H – Business Plan

Section 9: Attachment I – Contingency Plan
Replaces Contractors Pandemic Planning Checklist

Throughout the Request for Qualified Vendor Application ("RFQVA") and the Qualified Vendor Agreement ("QVA" or "Agreement"), the following changes have been made uniformly:

References to "consumer" have been changed to "member".

References to "Individual Support Plan" and "Individualized Family Service Plan" have been changed to "planning document".

References to "Individual Support Plan Team" and "Individualized Family Service Plan Team" have been changed to "planning team".

The "Hardcopy Version of Assurances and Submittals" is removed from the solicitation.

BY SIGNING BELOW, THE QUALIFIED VENDOR AGREES TO AND ACCEPTS THE REVISED PROVISIONS OF RFQVA # DDD 71000, AS AMENDED BY THIS AMENDMENT NUMBER 1.

TO THE EXTENT THAT ANY PROVISION OF RFQVA # DDD 710000 IS NOT INCLUDED IN THIS AMENDMENT, SUCH PROVISION SHALL REMAIN IN EFFECT.

Applicant hereby acknowledges receipt and understanding of the above RFQVA amendment.

Michael A. Pastor 10-6-14

Signature Date

Michael A. Pastor, Chairman, Gila County Board of Supervisors

Typed Name and Title of Authorized Signatory

Gila County dba Gila Employment and Special Training

Name of Qualified Vendor (on W-9)

86-6000444

Qualified Vendor FEIN (on W-9)

05785

Qualified Vendor Agreement Number on QVA

The above referenced RFQVA Amendment is hereby Executed this 1st day of September, 2014 at Phoenix Arizona

Leah D. Gibbs effective 9-1-14

Signature

Leah D. Gibbs, DDD Contracts Administrator

Types Name and Title of Authorized Signatory

APPLICATION AND
QUALIFIED VENDOR AGREEMENT AWARD

Arizona Department of
Economic Security
Division of
Developmental Disabilities

APPLICATION

TO: THE STATE OF ARIZONA

The Undersigned hereby applies and agrees to provide the service(s) in compliance with the corresponding RFQVA(s).

For clarification of this application, contact:

David Caddell
Name:

(928) 4257631
Phone Number

(928) 4259468
Fax Number

dcaddell@co.gila.az.us
E-Mail Address:

If awarded a Qualified Vendor Agreement, all notices should be sent to:

David B. Caddell
Name:

5515 South Apache Ave. Suite 200
Street Address

Globe AZ 85501
City State Zip

(928) 4257631 (928) 4259468
Phone Number Fax Number

dcaddell@co.gila.az.us
E-Mail Address:

866000444
Federal Employer Idenfication Number or SSN

Gila Employment and Special Training
Company Name:

5515 South Apache Ave. Suite 200
Mailing Address

Globe AZ 85501
City State Zip

(928) 4257631 (928) 4259468
Phone Number Fax Number

Michael A. Pastor
Signature of Person Authorized to Sign Application

Michael Pastor
Printed Name

Chairman, Gila Cnty
Title

2nd Signature of Person Authorized to Sign Application

2nd Printed Name

2nd Title

APPROVAL OF APPLICATION AND AGREEMENT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your application is hereby approved. The Qualified Vendor is now bound to provide the service(s) listed in the attached award notice based upon the corresponding RFQVA for each service, including all terms, conditions, service specifications, scope of work, amendments, etc., and the Qualified Vendor's application as accepted by the State.

This agreement shall henceforth be referred to as Qualified Vendor Agreement No.05785.The begin date and the effective date of this agreement is either the date that this award is signed by the Procurement Officer or January 1, 2011, whichever is later.

Procurement Specialist

State of Arizona
Awarded this Date: 3/21/11

Vendor Contract Information

FEI# or SSN: 866000444

Executive/Owner Gila County Gila County

AHCCCS ID: 925886

Organization Type: Agency

Principal Contact Information

Name: Helene Lopez

Telephone: (928) 4257631 FAX: (928) 4259468

Email Address: hlopez@co.gila.az.us

Notice Contact Information

Name: Helene Lopez

Telephone: (928) 4257631 FAX: (928) 4259468

Email Address: hlopez@co.gila.az.us

Vendor Street Address

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

Telephone: (928) 4257631

Vendor Mailing Address

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

FAX: (928) 4259468

Billing/Payment Information

Name: Helene Lopez

Telephone: (928) 4257631

Email Address: hlopez@co.gila.az.us

FAX: (928) 4259468

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

Authorized Signatory

Name: Michael Pastor

Title: Chairman, Gila Cnty

2nd Authorized Signatory

Name:

Title:

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **Gila Employment and Special Training**

District East Site Code: Office Type: SERVICE
5515 S. Apache Ave. Suite 200 Globe, Az 85501

Globe, ARIZONA 85501
Telephone: (928) 4257631

Primary Contact Information

Name: Helene Lopez
Telephone: (928) 4257631
Email Address: hlopez@gilacountyaz.gov

Site Scheduler Information

Name: Helen Lopez
Telephone: (928) 4257631 FAX: (928) 4259468
Email Address: hlopez@gilacountyaz.gov

After Hours Contact Information

Name: Helene Lopez
Telephone: (928) 2001462 FAX: (928) 4259468
Email Address: hlopez@gilacountyaz.gov

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
ATTENDANT CARE	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

EMPLOYMENT SUPPORT AIDE	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **Gila Employment and Special Training/Payson**

District North
107 West Frontier Street, Suite C

Payson, ARIZONA 85541
Telephone: (928) 4741759

Site Code:

Office Type: ADMINISTRATION

Primary Contact Information

Name: David Caddell
Telephone: (928) 4028664
Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: Leona Bowman
Telephone: (928) 4741759
Email Address: lbowman@co.gila.az.us
FAX: (928) 4688056

After Hours Contact Information

Name: David Caddell
Telephone: (928) 8123791
Email Address: dcaddell@co.gila.az.us
FAX: (928) 4259468

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
ATTENDANT CARE	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

EMPLOYMENT SUPPORT AIDE	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **Gila Employment and Special Training**

DISTRICT 1
107 West Frontier Street, Suite C

Payson, ARIZONA 85541
Telephone: (928) 4741759

Site Code:

Office Type: SERVICE

Primary Contact Information

Name: David Caddell
Telephone: (928) 4257631
Email Address: dcaddell@cableone.net

Site Scheduler Information

Name: Leona Bowman
Telephone: (928) 4741759
Email Address: lbowman@co.gila.az.us
FAX: (928) 4688056

After Hours Contact Information

Name: David Caddell
Telephone: (928) 8123791
Email Address:
FAX: (928) 4259468

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **Gila Employment and Special Training**

District East
5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501
Telephone: (928) 4257631

Site Code: GL

Office Type: SERVICE

Primary Contact Information

Name: David Caddell
Telephone: (928) 4257631
Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: David Caddell
Telephone: (928) 4257631
Email Address: dcaddell@co.gila.az.us
FAX: (928) 4259468

After Hours Contact Information

Name: David Caddell
Telephone: (928) 8123791
Email Address: dcaddell@co.gila.az.us
FAX: (928) 4259468

Sunday		To	
Monday	08:00AM	To	05:00PM
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Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **GEST D.T.A. Globe**

District ATPC
250 East Cedar Street

Globe, ARIZONA 85501
Telephone: (928) 4258701

Site Code:

Office Type: SERVICE

Primary Contact Information

Name: Helene Lopez
Telephone: (928) 4028664
Email Address: hlopez@gilacountyaz.gov

Site Scheduler Information

Name: Helene Lopez
Telephone: (928) 4028664
Email Address: hlopez@gilacountyaz.gov
FAX: (928) 4259468

After Hours Contact Information

Name: Helene Lopez
Telephone: (928) 4028664
Email Address: hlopez@gilacountyaz.gov
FAX: (928) 4259468

Sunday		To	
Monday	08:00AM	To	04:00PM
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Wednesday	08:00AM	To	04:00PM
Thursday	08:00AM	To	04:00PM
Friday	08:00AM	To	04:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444

Contract #: 05785

Contract Status Start Date: 01/01/2011

Vendor: Gila Employment and Special Training

Contract Status : MANAGEMENT APPROVED

Contract Status Code:

Services	RFQVA	Service Status	Service Status Start Date
ATTENDANT CARE - **Agency with Choice**	DDD710000	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	DDD710000	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	DDD710000	Approved	01/01/2011
EMPLOYMENT SUPPORT AIDE	DDD710000	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	DDD710000	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT - **Agency with Choice**	DDD710000	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY - **Agency with Choice**	DDD710000	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	DDD710000	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	DDD710000	Approved	01/01/2011
TRANSPORTATION	DDD710000	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	DDD710000	Approved	01/01/2011

Service Level Detail	Service Status	Service Status Start Date
ATTENDANT CARE	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
ATTENDANT CARE	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
ATTENDANT CARE	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
ATTENDANT CARE	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
EMPLOYMENT SUPPORT AIDE	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
EMPLOYMENT SUPPORT AIDE	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

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Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

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How is input from consumers, families and/or consumer representatives encouraged?

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Describe the process used to measure consumer/family/consumer representative satisfaction with services.

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Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Service Level Detail	Service Status	Service Status Start Date
EMPLOYMENT SUPPORT AIDE	**Approved**	01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Please indicate if there are any active community advisory groups.

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Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

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Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Service Level Detail	Service Status	Service Status Start Date
GROUP SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
GROUP SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

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In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

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When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

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Service Level Detail	Service Status	Service Status Start Date
GROUP SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Consumer Involvement

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Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

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Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	**Approved**	01/01/2011

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Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	**Approved**	01/01/2011

Consumer Involvement

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Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - SUPPORT - HOURLY	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff will review the documents provided by the Division Support Coordinator and assign the appropriate staff person to meet the needs of the client. GEST direct service staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Services will be provided based on the ISP plan, and staff will, when appropriate or as part of the plan, coordinate with other community services. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the disignated Division representative. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program ha a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicle insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - SUPPORT - HOURLY	**Approved**	01/01/2011

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

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Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - SUPPORT - HOURLY	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - SUPPORT - HOURLY	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
INDIVIDUAL SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

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Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.
Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Service Level Detail	Service Status	Service Status Start Date
INDIVIDUAL SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

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Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

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Service Level Detail	Service Status	Service Status Start Date
RESPITE CARE HOURLY & DAILY	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
RESPITE CARE HOURLY & DAILY	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

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Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

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How are incidents of abuse, neglect, exploitation or injury reported internally?

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Service Level Detail	Service Status	Service Status Start Date
RESPITE CARE HOURLY & DAILY	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

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Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
RESPITE CARE HOURLY & DAILY	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION	**Approved**	01/01/2011

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TRANSPORTATION	**Approved**	01/01/2011

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TRANSPORTATION, EMPLOYMENT RELATED	**Approved**	01/01/2011

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Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.
Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION, EMPLOYMENT RELATED	**Approved**	01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Vendor Policies

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be seperated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the the information, qualifications, and experience given by the applicants. All newly hired staff are required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

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Incident Reporting

Vendor Policies

Who is the person within the vendor's organization for reviewing incident reports?

David Caddell

Who is the person within the vendor's organization for notifying a consumer's family/represenative of incidents?

David Caddell

Do you have written policies and procedures regarding the reporting of incidents of abuse, neglect and exploitation?

YES

Are reporting protocols shared with consumers/families/consumer representatives?

YES

How are incidents of abuse, neglect, exploitation or injury reported internally?

GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurance. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then ,within one hour, notifies a Division representative and the client's family/representative.

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Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Who is the person within the vendor's organization responsible for resolving the complaint/grievance?

Dave Fletcher

Vendor Policies

Is there a complaint/grievance form?

YES

Do you have written policies and procedures regarding the submission of complaints/grievances?

YES

Are complaints/grievances shared with consumers/families/consumer representatives?

YES

Who can file a complaint/grievance?

Any client

What is the complaint/grievance handling timeline?

Varies according to the type of complaint, usually not more that 10 wor

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 5515 South Apache Ave. Suite 200., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative(if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

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Describe the process used to measure consumer/familly/consumer representative satisfaction with services.

Vendor Policies

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Describe how are consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, famalies, representatives is considered by the Program Manager in the evaluation of direct service staff.

Who is feedback forwarded to within the agency?

David Caddell

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumers satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Is past feedback available to consumers/families/consumer representatives when considering a vendor?

YES

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff hasl developed an evaluation form specific to the individual`s ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff are continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate, on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

SECTION 6
DES/DDD STANDARD TERMS AND CONDITIONS FOR QUALIFIED VENDORS

6.1 Definition of Terms

As used in this Request for Qualified Vendor Applications ("RFQVA") and any resulting Agreement, the terms listed below are defined as follows:

6.1.1 "Agency" means an organization that has a Federal Employer Identification Number ("FEIN") and employs one or more direct service staff other than the owner.

6.1.2 "Agreement" means the Qualified Vendor Agreement which is a legally binding contract to provide community developmental disability services and includes the following: the Request for Qualified Vendor Applications ("Solicitation") including all solicitation amendments and the Qualified Vendor's approved application ("Application"). The Request for Qualified Vendor Applications includes service requirements/scope of work, terms and conditions, and services specifications. The approved Application includes vendor specific descriptions, policies, assurances, and financial information.

6.1.3 "Agreement Amendment" means either a solicitation amendment or a Division-approved amendment to an application.

6.1.4 "Agreement Services" means the services to be delivered by the Qualified Vendor under this Agreement.

6.1.5 "AHCCCS" means the Arizona Health Care Cost Containment System as established by Arizona Revised Statutes (A.R.S.) § 36-2901 *et seq.*, and defined by Arizona Administrative Code (A.A.C.) R9-22-101.B.

6.1.6 "AHCCCSA" or "Administration" means the Arizona Health Care Cost Containment System Administration.

6.1.7 "AHCCCS Minimum Subcontract Provisions" means the AHCCCS minimum requirements for the Division's contractors and subcontractors providing services to members eligible for DD/ALTCS and/or receiving Title XIX (ALTCS) funds.

6.1.8 "ALTCS" means the Arizona Long Term Care System as defined by A.A.C. R9-28-101.B.2.

6.1.9 "Applicant" means a vendor who submits an application in response to the Request for Qualified Vendor Applications.

6.1.10 "Application" means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hardcopy to the Division; the required information in the Qualified Vendor Application and Directory System submitted electronically to the Division via the Division's website, and approved by the Division; a hardcopy of the required information entered into the Qualified Vendor Application and Directory System submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.

6.1.11 "Arizona Administrative Code (A.A.C.)" means State regulations established pursuant to relevant statutes.

6.1.12 "Arizona Revised Statutes (A.R.S.)" means Laws of the State of Arizona.

6.1.13 "Business Day" means between the hours of 8:00 a.m. and 5:00 p.m. Arizona time any day of the week other than Saturday, Sunday, a legal holiday, or a day on which the Division is authorized or obligated by law or executive order to close.

6.1.14 "Clean Claim" means claims that may be processed without obtaining additional information from the provider of service or from a third party but does not include claims under investigation for fraud and abuse or claims under review for medical necessity (A.R.S. § 36-2904.G.1).

6.1.15 "Client," "Member," "DD/ALTCS Member," "Consumer," or "Individual" means a person who is authorized to receive services through the Division.

6.1.16 "Code of Federal Regulations or "C.R.F." means the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.

6.1.17 "Community Developmental Disability Services" means any service or support the Division is authorized to purchase on behalf of individuals with developmental disabilities and their families or guardians.

6.1.18 "Days" means calendar days unless otherwise specified.

6.1.19 "Department" or "ADES" means the Arizona Department of Economic Security, unless otherwise indicated.

6.1.20 "Division" or "DDD" means the Division of Developmental Disabilities within the Department of Economic Security. References to rules, policies, or procedures of the Division shall be deemed to include all rules, policies, and procedures of the Department.

6.1.21 "Effective Date" means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the Agreement.

6.1.22 "Encounter" means the record of a service submitted to or by the Division and processed by AHCCCS that is rendered by a provider registered with AHCCCS to a member who is enrolled with the Division on the date of service for which the Division incurs a financial liability (A.A.C. R9-22-701).

6.1.23 "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.

6.1.24 "Health Insurance Portability and Accountability Act "or "HIPAA" means the Health Insurance Portability and Accountability Act [Public Law (P. L.) 104-191]; also known as the Kennedy-Kassebaum Act, signed August 21, 1996 that addresses issues regarding the privacy and security of member confidential information.

6.1.25 "Individual Independent Provider" as referenced in this document means a person who is qualified to provide the service, does not have any employees, has a provider identification number, and has an individual service agreement with the Division to provide one or more of the following services: Attendant Care; Habilitation, Hourly Support; Homemaker; Respite; or Habilitation, Individually Designed Living Arrangement.

6.1.26 "Individual Support Plan" or "ISP" means a written statement of services to be provided to a Division member with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the member is authorized to receive. The ISP incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan and the service program plan used in A.R.S. § 36-557 (as may be amended). ISP incorporates the Individual Family Service Plan ("IFSP") as defined in Section 809.1 of the Division's Policy and Procedures Manual as well as a Person Centered Plan, which describes the type, frequency, and duration of the services and supports needed to achieve the appropriate outcomes for a member. The ISP or IFSP is also referred to as the "planning document".

6.1.27 "Individual Support Plan Team" or "ISP Team" means a group of persons including the member, the member's representative, and other persons selected by the member, assembled by the Division and coordinated by the member's Support Coordinator to develop the member's planning document [e.g., Individual Support Plan (ISP)].

6.1.28 "Material Event" is an event that could prevent or impede the vendor's ability or legal authority to perform its duties under this Agreement, including but not limited to the duty to render services in a manner that protects the health and safety of DDD members. The following are deemed to be material events: (but the following are not intended to include every possible material event): (i) any regulatory enforcement action is brought against the vendor, including but not limited to actions relating to any license, permit, or certification held by the vendor; (ii) the vendor is the subject of a filing in bankruptcy (either by the vendor or another party); (iii) the vendor is a party to litigation or other legal action where damages or other remedies are sought from the vendor, including but is not limited to actions alleging the vendor's default on payment of wages, indebtedness, or taxes; (iv) the vendor's assets are subject to a court-ordered restriction on transfer, including but not limited to attachment or garnishment (however, an order to garnish the wages of an employee of the vendor is not considered to be a restriction on the transfer of the vendor's assets, for purposes of this Agreement); (v) any officer, director, or other management official of the vendor, or any person owning or controlling over 25% of any class of securities issued by the vendor, is the subject of regulatory enforcement action, criminal prosecution, or an action alleging dishonesty or fraud.

6.1.29 "May" indicates something that is not mandatory but permissible.

6.1.30 "Member/Member Representative" means with respect to the Client, either the Client or the Responsible Person, as appropriate.

6.1.31 "Procurement Officer" means the person duly authorized to enter into and administer Agreements and make written determinations with respect to the Agreement or his/her designee.

6.1.32 "Professional Independent Provider" means a person who is licensed or certified under Title 32, A.R.S., who provides services for members as a Qualified Vendor and is not an employee or a subcontractor of a provider agency.

6.1.33 "Qualified Vendor" means any person or entity that has an Agreement with the Division of Developmental Disabilities.

6.1.34 "Record" means any data in any form that is required to be created and/or maintained to document performance of the Agreement.

6.1.35 "Responsible person" means the parent or guardian of a developmentally disabled minor, the guardian of a developmentally disabled adult or a developmentally disabled adult who is a member (client) for whom no guardian has been appointed.

6.1.36 "Shall" or "Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application or termination of the Agreement, in whole or in part.

6.1.37 "Should" indicates something that is recommended but not mandatory. If the Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the Application without the information.

6.1.38 "Subcontract" means any arrangement, expressed or implied, between the Qualified Vendor 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 Agreement.

6.1.39 "State" means the State of Arizona and the Department or Agency of the State that executes the Agreement.

6.1.40 "Third Party Liability" means the resources available from a person or entity that is or may be, by Agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client (A.A.C. R6-6-101.71 and A.A.C. Title 9, Chapter 22, Article 10).

6.1.41 "Third Party Payor" means any individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of a Division client (A.A.C. R6-6-101.72).

6.1.42 "Vendor Call" means a notice from the Division inviting Qualified Vendors and individual independent providers to submit a response indicating their availability to provide services for a specific member or specific group of members, based on the requirements defined in the member's planning document.

6.2 Agreement Interpretation

6.2.1 Arizona Law.

Arizona law applies to this Agreement.

6.2.2 Implied Agreement Terms.

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

6.2.3 Agreement Order of Precedence.

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

6.2.3.1 Qualified Vendor Award;

6.2.3.2 DES/DDD Standard Terms and Conditions for Qualified Vendors;

6.2.3.3 Service Requirements/Scope of Work;

6.2.3.4 Service Specifications;

6.2.3.5 Rates;

6.2.3.6 Information entered into the Qualified Vendor Application and Directory System ("QVADS") (most recently approved); and

6.2.3.7 Attachments to information entered into QVADS (most recently approved).

6.2.4 Relationship of Parties.

The Qualified Vendor under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement. In the event that the Qualified Vendor or its personnel is sued or prosecuted for conduct arising from this Agreement, the Qualified Vendor or its personnel will not be represented by the Department or the Arizona Attorney General. In addition, taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Qualified Vendor shall make arrangements to directly pay such expenses.

6.2.5 Severability.

The provisions of this Agreement and any amendments to the Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement or the amendment.

6.2.6 No Parol Evidence.

This Agreement 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.

6.2.7 No Waiver.

Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

6.2.8 Headings.

The section headings used in the Agreement are for reference and convenience only and shall not enter into any interpretation of the Agreement.

6.3 Agreement Administration and Operation

6.3.1 Records.

6.3.1.1 Under A.R.S. §§ 35-214 and 35-215, the Qualified Vendor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the date of final payment under the Agreement. In compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows: (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18^{th}) birthday or for at least six (6) years after the date of final payment, whichever occurs later. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records.

6.3.1.2 Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the State, shall be retained by the Qualified Vendor until such grievances, disputes, litigation, claims or exceptions have been resolved.

6.3.1.3 The Qualified Vendor shall provide at no charge all records requested by the Department or its attorneys (which may include, but is not limited to, requests relating to Adult Protective Services, Child Support Enforcement, or Child Protective Services), and/or the AHCCCS and all information from its records relating to the performance of this Agreement that the Department or the AHCCCS may reasonably require. The Qualified Vendor reporting requirements hereunder may include, but are not limited to, timely and detailed utilization statistics, information and reports. Unless otherwise agreed to by the Department, records requested by the Department or its attorneys are to be provided prior to or on the date set forth in the request. If the Qualified Vendor receives the request less than seven (7) business days prior to the response date specified, the Qualified Vendor shall make diligent efforts to comply with the request, and notify the Department of the status of its efforts to comply.

6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for the acceptance, retention, disposition, and accounting for member (client) funds. The Qualified Vendor also shall develop and maintain internal policies and procedures for the administration of such funds. All Division policies are posted on the Division's website at www.azdes.gov/ddd.

6.3.1.5 The Division is responsible for submission of accurate Encounters to AHCCCS for all Agreement services rendered to eligible members by the Qualified Vendor and any subcontractor. Claims filed by the Qualified Vendor are the basis of the encounter submission by the Division. Qualified Vendors shall work with the Division to ensure that Encounters effectively occur. This shall include adhering to Division Billing Requirements. Billing Requirements are posted on the Division website at www.azdes.gov/ddd.

6.3.1.6 Agreement service records will be maintained in accordance with this Agreement. Records shall, as applicable, meet the following standards:

6.3.1.6.1 Adequately identify the service provided;

6.3.1.6.2 Include personnel records, which contain applications for employment, job titles and descriptions, hire and termination dates, copies of the fingerprint clearance cards, wage rates, and effective dates of personnel actions affecting any of these items;

6.3.1.6.3 Include time and attendance records for individual employees to support all salaries and wages paid and claims for payment from the Division;

6.3.1.6.4 Include records of the source of all receipts and the deposit of all funds received by the Qualified Vendor;

6.3.1.6.5 Include original copies of billing or other records relating to disbursements including but not limited to invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Agreement;

6.3.1.6.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Agreement; and

6.3.1.6.7 Include copies of lease/rental contracts, mortgages and/or any other contracts, which in any way may affect Qualified Vendor expenditures.

6.3.1.7 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

6.3.1.8 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of final payment under the Agreement. In compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows; (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18^{th}) birthday or for at least six (6) years after the date of final payment, whichever occurs later. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the state, shall be retained by the Qualified Vendor until such disputes, litigations, claims or exceptions are resolved by way of a binding agreement, the rendering of a final judgment, or the claims have otherwise been dismissed.

6.3.2 Non-Discrimination.

In accordance with A.R.S. § 41-1461 *et seq.* and Executive Order 2009-09, the Qualified Vendor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation.

6.3.2.1 Unless exempt under Federal law, the Qualified Vendor shall comply with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, and the Arizona Disability Act.

6.3.2.2 If Qualified Vendor is an Indian Tribal Government, Qualified Vendor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Qualified Vendor to engage in Indian preference in hiring.

6.3.2.3 Unless expressly waived by the Division, the following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of Agreement services:

Under Titles VI and VII of the Civil Rights Act of 1964 (respectively "Title VI" and "Title VII") and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Qualified Vendor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Qualified Vendor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Qualified Vendor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print

materials. It also means that the (*insert Qualified Vendor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Qualified Vendor contact person and phone number here*) Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Qualified Vendor contact person and phone number here)*".

6.3.3 Audit.

6.3.3.1 Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years, or in compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows; (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18^{th}) birthday or for at least six (6) years after the date of final payment, whichever occurs later, the Qualified Vendor's and/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 Agreement or subcontract.

6.3.3.2 All Qualified Vendors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services.

6.3.3.2.1 The Qualified Vendor shall comply with the AHCCCS financial viability standards. AHCCCS' current financial viability standards include: current assets divided by current liabilities must be equal to or greater than a ratio of 1.00. Current assets may include any long-term investments that can be converted to cash within twenty-four (24) hours without significant penalty [(i.e., greater than twenty (20) percent]. If current assets include a receivable from a parent company, the parent company must have liquid assets that support the amount of the inter-company loan.

6.3.3.3 The Qualified Vendor must prepare financial reports in accordance with Generally Accepted Accounting Principles ("GAAP"). Annual financial audit reports must be conducted in accordance with Generally Accepted Auditing Standards ("GAAS") audited by an independent Certified Public Accountant. The completed audited Financial Statement Report package must be submitted to the Division person designated to receive notices within thirty (30) days after completion of the audit unless a different time is requested and approved by the Division.

6.3.3.3.1 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 United States Code ("U.S.C.") Section 7501 *et seq.* and A.R.S. §35-181.03 and any other applicable statutes, rules, regulations, and standards.

6.3.3.4 A Qualified Vendor receiving five million dollars ($5,000,000) or more in payments from the Department for Qualified Vendor services in any state fiscal year shall provide the Department the following: (a) Quarterly financial statements no later than sixty (60) days following the end of the quarter, and (b) Annual audited financial statements no later than thirty (30) days after the completion of the audit unless a different time has been requested and approved by the Division.

6.3.3.5 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least two million dollars ($2,000,000) but less than five-million dollars ($5,000,000) shall provide the Department the following: (a) Semi-annual financial statements no later than sixty (60) days following the end of the second quarter; and (b) Annual financial statements that have been reviewed by an independent Certified Public Accountant. Review report must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the review unless a different time has been requested and approved by the Division.

6.3.3.6 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least one million dollars ($1,000,000) to less than two-million dollars ($2,000,000) shall provide the Department an annual financial compilation that has been compiled by an independent Certified Public Accountant. A compilation must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the compilation unless a different time has been requested and approved by the Division.

6.3.3.7 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year less than one million dollars ($1,000,000) shall provide the Department an annual financial statement that consists of a Balance Sheet, Income Statement, and Statement of Cash Flows within one hundred twenty (120) days after fiscal year end.

6.3.4 Notices.

All Notices from the Division to Qualified Vendors shall reference the Solicitation RFQVA. Notices from Qualified Vendors to the Division shall reference the Agreement Number. Notices to the Qualified Vendor required by

this Agreement may be made by the State via email to the email contact indicated on the Qualified Vendor Application form submitted by the Qualified Vendor. Notices to the Qualified Vendor by the State may be made solely via email. Therefore, the Qualified Vendor is required to keep their Qualified Vendor Agreement email contact and address updated at all times to ensure receipt of notices from the State. Notices to the State required by the Agreement shall be mailed by the Qualified Vendor to the Division's Contract Manager at the following address:

Contract Management Unit
Business Operations – Site Code 791A
Arizona Department of Economic Security
Division of Developmental Disabilities
P.O. Box 6123
Phoenix, Arizona 85005-6123

or e-mailed to DDDContractsManager@azdes.gov unless a hardcopy signature or original document is required. All notices or other documentation supplied to the Division by the Qualified Vendor shall contain the Qualified Vendor number, Agreement number, and name of the entity.

6.3.5 Advertising and Promotion of Agreement.

6.3.5.1 The Qualified Vendor shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the Division.

6.3.5.2 The Qualified Vendor shall provide to the Division for review and approval all reports or publications (written, visual, and/or audio) which are intended for Division members or applicants regarding services funded or partially funded under the Qualified Vendor Agreement a minimum of thirty (30) calendar days prior to delivery or publication. The preceding sentence does not apply to communications directed to the general public. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on submitting and processing materials pursuant to this subsection.

6.3.5.2.1 All reports and publications, whether written, visual, and/or audio, shall contain the following statement: "The program described in this publication is funded through a contract with the Arizona Department of Economic Security (the "Department"). Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

6.3.6 Property of the State.

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

6.3.6.2 The Federal and State governments reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State government purposes such materials, reports, data or information system, software, documentation and manuals.

6.3.6.3 At the termination of the Agreement, in whole or in part, the Qualified Vendor shall make available all such relevant materials, reports, data and information to the Division within thirty (30) days following termination of the Agreement or such longer period as approved by the Division.

6.3.7 Confidentiality.

6.3.7.1 The Qualified Vendor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of Agreement services. To the extent permitted by law, the Qualified Vendor shall release information to the Department and the Attorney General's Office as required by the terms of this Agreement, by law or upon their request.

6.3.7.2 The Qualified Vendor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.*

6.3.8 Agreement Term.

The term of this Agreement shall be the period of time from the date of signing by the Department to the Agreement termination date as awarded or extended, or such earlier date as provided under Section 6.10. The Qualified Vendor will not be paid or reimbursed for Agreement services provided prior to the date services are authorized to begin.

6.3.9 Agreement Extension.

The maximum term for this Agreement is six (6) years from January 1, 2011. This Agreement will expire no later than December 31, 2017. The Agreement can be terminated as specified in Section 6.10 *et seq.* of these terms and conditions. The Procurement Officer may exercise the Division's option to extend or renew the Agreement by unilateral Agreement amendment; a written amendment signed by both parties shall not be necessary. The Division has no obligation to extend or renew this Agreement.

6.3.10 Cooperation.

6.3.10.1 The Department may undertake or award other Agreements or Contracts for additional work related to the work performed by the Qualified Vendor, and the Qualified Vendor must fully cooperate with such other Qualified Vendors, Contractors, and State employees, and carefully fit its own work to such other work. The Qualified Vendor may not commit or permit any act that will interfere with the performance of work by any other Qualified Vendor, Contractor, or by State employees. The Qualified Vendor shall cooperate with the State in the transfer of work, services, case records or files from the Qualified Vendor to any other Qualified Vendor(s), Contractor(s), or State employee(s) that the State deems appropriate for the other Qualified Vendor(s), Contractor(s), or State employee(s) to perform work under their Agreement, Contract, or duties as a State employee.

6.3.11 Technical Assistance.

The Division may, but shall not be obligated to, provide technical assistance to the Qualified Vendor in the administration of Agreement services, or relating to the terms and conditions, policies and procedures governing this Agreement. Notwithstanding the foregoing, the Qualified Vendor shall not be relieved of full responsibility and accountability for the provision of Agreement services in accordance with the terms and conditions set forth herein.

6.3.12 Enrollment; Disenrollment.

Procedures for enrollment of a member in Qualified Vendor services and termination of enrollment with the Qualified Vendor shall be in accordance with the Agreement and all applicable Division and/or AHCCCS rules and policies. AHCCCS rules and policies may be found at www.azahcccs.gov/default.aspx.

6.3.13 Offshore Performance of Work Prohibited.

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

6.4 Costs and Payments

6.4.1 Payments.

6.4.1.1 Upon delivery of goods or services, the Qualified Vendor shall submit a claim. Submission of the claim constitutes an affirmation by the Qualified Vendor that the claim is accurate. Nothing in this Agreement requires the State to pay claims any sooner than thirty (30) days after receipt of an accurate claim.

6.4.1.2 The Qualified Vendor is paid a specified amount for each unit of service or deliverable as designated in the service specification and *RateBook* or negotiated rate, not to exceed the maximum number of units indicated by the authorization for each Agreement service/deliverable.

6.4.1.3 The Qualified Vendor shall report Agreement expenditures to the Division in the manner prescribed by the "Records," "Audits," and "Reporting Requirements" sections of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Division shall authorize payment or reimbursement in accordance with the method(s) prescribed by this Agreement.

6.4.1.4 If the Qualified Vendor is in any manner in default in the performance of any obligation under this Agreement, or if audit exceptions are identified, the Division may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment until satisfactory resolution of the default or exception.

6.4.1.5 The Division will not pay the Qualified Vendor:

6.4.1.5.1 For services that exceed the authorization.

6.4.1.5.2 For services performed prior to or after the term of the Agreement.

6.4.1.5.3 For services delivered prior to licensing if licensing is required.

6.4.1.5.4 For services delivered prior to required certification including but not limited to certification as a Home and Community Based Service provider.

6.4.1.5.5 For services delivered prior to AHCCCS registration.

6.4.1.6 Claims by the Qualified Vendor shall be submitted to the Division on the Division's approved Billing Documents and in the format required by the Division, AHCCCS or the Federal government under the electronic submission requirements of the HIPAA of 1996.

6.4.1.7 The Division is not obligated to pay for services provided without prior authorization. Claims for services delivered must be initially received by the Division not later than nine (9) months after the last date of service shown on the claim. A resubmitted claim shall not be considered for payment unless it is received by the Division as a clean claim not later than twelve (12) months after the last date of service shown originally on the claim.

6.4.1.8 For the purpose of determining the date of receipt of a claim, the date of receipt is the date the Division receives the claim. Only claims received by the Division in accordance with the provisions of this section will be considered for payment.

6.4.1.9 The Qualified Vendor must obtain any necessary authorization from the Division or AHCCCS for services provided to members and shall comply with encounter reporting and claims submission requirements of the Division and AHCCCS.

6.4.1.10 Corrections to claims submitted to the Division in which an underpayment was made due to either billing errors or an error on the part of the Division when paying must be made within a twelve (12) month period of time following delivery of service. Underpayment billing corrections will not be considered beyond twelve (12) months from service delivery.

6.4.2 Applicable Taxes.

6.4.2.1 *Payment of Taxes*

The Qualified Vendor shall be responsible for paying all applicable taxes.

6.4.2.2 *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 taxes from the buyer does not relieve the seller from its obligation to remit taxes.

6.4.2.3 *Tax Indemnification*

The Qualified Vendor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Qualified Vendor. The Qualified Vendor 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.

6.4.2.4 *Arizona Substitute W-9 Form*

In order to receive payment under the Agreement, the Qualified Vendor shall have a current Arizona Substitute W-9 Form on file with the State of Arizona and shall submit an Arizona Substitute W-9 upon request by the Division. An Arizona Substitute W-9 will need to be submitted if there are any changes to the Qualified Vendor's address, name, telephone number or other information. A copy of this Arizona Substitute W-9 form can be found at the Arizona Department of Administration's General Accounting Office website at www.gao.az.gov.

6.4.3 Availability of Funds.

The Department may adjust payment authorizations, adjust prior service authorizations, or terminate this Agreement, in whole or in part, without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds.

6.4.3.1 Reduction in Appropriations.

If the State Legislature reduces the appropriations to the Department or Division resulting directly or indirectly in a decrease in funding for goods and service that are subject to this Agreement the State may take any appropriate action, including but not limited to the following actions:

- Post revised rates in the *RateBook*;
- Cancel the Agreement;
- Cancel the Agreement and re-solicit the requirements.

6.4.4 Certification of Cost or Pricing Data.

By signing the Qualified Vendor Application, Agreement, Agreement Amendment or other official form, the Qualified Vendor is certifying that, to the best of the Qualified Vendor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Qualified Vendor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when Agreement rates are set by law or regulation.

6.4.5 Fees and Program Income.

6.4.5.1 The Qualified Vendor shall impose no fees or charges of any kind upon members for services authorized under this Agreement; this prohibition includes but is not

limited to seeking indemnification, release, or other contract rights from the member.

6.4.5.2 The Qualified Vendor shall not submit a claim, demand, or otherwise collect payment from a member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCCS or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a member claiming to be ALTCS eligible without first receiving verification from the AHCCCS that the member was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).

6.4.5.3 The Division shall collect Client Share of Cost as described in A.A.C. R6-6-1201 *et seq.* The Qualified Vendor may not collect this amount from members.

6.4.5.4 Members may be assessed a cost sharing requirement in the form of a co-payment for certain medical services (A.A.C. R9-22-711). Residential Qualified Vendors may need to facilitate payment of this charge from client trust fund accounts.

6.4.6 Levels of Service.

6.4.6.1 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer members as may be identified or specified herein. Further, it is understood and agreed that this Agreement is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources.

6.4.6.2 Any administration within the Department may obtain services under this Agreement.

6.4.6.3 The Division makes no guarantee to purchase all of the service capacity or to provide any number of referrals.

6.4.6.4 Any change in member residential placement requires approval by the appropriate Division District Administration. The Division reserves the authority to make any and all determinations regarding member need. Except in an emergency need situation, changes in residential placement require sixty (60) day written prior notification by either the Qualified Vendor or the Division of Developmental Disabilities.

6.4.7 Payment Recoupment.

6.4.7.1 The Qualified Vendor shall reimburse the Division upon demand or the Division may deduct from future payments the following:

6.4.7.1.1 Any amounts received by the Qualified Vendor from the Division for Agreement services that have been inaccurately reported or fail to meet payment requirements;

6.4.7.1.2 Any amounts paid by the Qualified Vendor to a subcontractor if the Qualified Vendor entered into the subcontract without advance notice to the Division;

6.4.7.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these terms and conditions;

6.4.7.1.4 Any amounts paid by the Division for services that duplicate services covered or reimbursed by other specific grants, contracts, or payments;

6.4.7.1.5 Any amounts paid to the Qualified Vendor or reimbursed in excess of the Agreement or service reimbursement ceiling;

6.4.7.1.6 Any amounts paid to the Qualified Vendor that are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions;

6.4.7.1.7 Any payments made for services rendered before the Agreement date or after the Agreement termination date (whether in whole or in part); and

6.4.7.1.8 Any amount paid to the Qualified Vendor by the Division that is identified as a financial audit exception.

6.4.8 Reporting Requirements.

6.4.8.1 Unless otherwise provided in this Agreement, reporting shall adhere to the following schedule: no later than the thirtieth (30^{th}) day following the end of each month during the Agreement term, the Qualified Vendor shall submit required programmatic and financial reports to the Division in the form set forth in the Agreement or as required by the Division. Failure to submit accurate and complete reports by the thirtieth (30^{th}) day following the end of a month may result, at the option of the Division, in delay of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of the Division, in a termination of the Agreement.

6.4.8.2 No later than the forty-fifth (45^{th}) day following the termination of this Agreement, in whole or in part, the Qualified Vendor shall submit to the Division a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Division, in forfeiture of final payment. Following the end of each Agreement term, the Qualified Vendor shall submit programmatic and financial reports to the Division

in the form set forth in the contract no later than the forty-fifth (45th) day following the end of the each Agreement term. The final fiscal report for the Agreement term shall include all adjustment to prior financial reports submitted for the Agreement term.

6.4.8.3 All records or other documentation supplied to the Division by the Qualified Vendor shall contain the Qualified Vendor number, Agreement number, name of the entity, and be submitted to the person designated by the Division.

6.4.8.4 Earned income reports for employment-related services shall be submitted to the Division by the Qualified Vendor no later than the fifteen (15th) day of each month following the service. This also applies to Qualified Vendors who contract with another division to provide employment-related services to the Division's members.

6.4.8.5 The Qualified Vendor shall comply with any other reporting requirements as specified in the Agreement or as required by the Division.

6.4.9 Substantial Interest Disclosure.

6.4.9.1 The Qualified Vendor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization that has a substantial interest in the Qualified Vendor's organization or with which the Qualified Vendor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Qualified Vendor has made a full written disclosure of the proposed payments, including amounts, to the Division.

6.4.9.2 Leases or rental contracts or purchase of real property that would be covered by item 6.4.9.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

6.4.9.3 For the purpose of this section, "relative" shall have the same meaning as in A.R.S. § 38-502, including the definition therein as it may be amended.

6.4.10 Coordination of Benefits; Third Party Liability Determination.

6.4.10.1 When applicable, the Qualified Vendor shall establish and maintain a third party payor identification process.

6.4.10.1.1 The Qualified Vendor shall report to the Division any updates to the member-specific third party liability information within ten (10) business days of learning of the new information.

6.4.10.2 When applicable, the Qualified Vendor shall seek payment from the third party utilizing the AHCCCS-approved Current Procedural Terminology codes (CPT) or Healthcare Common Procedure Coding System ("HCPCS") for the service provider's category of service, up to the amount of liability before submitting a claim to the Division.

6.4.10.3 When submitting a claim to the Division, the Qualified Vendor shall also provide information acceptable to the Division showing the rejection or nonpayment of the claim by the third party. Acceptable information includes, but is not limited to, an "explanation of benefits" form when the third party is an insurance company whose potential liability for the claim arises out of a contract of insurance.

6.4.10.4 In the event the Qualified Vendor receives payment from a third party payor in an amount that meets or exceeds the published rate, the Qualified Vendor shall report the provision of service on the claim document showing no amount due from the Division.

6.4.10.5 To the extent the Division pays all or a portion of a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to the Division all rights it would otherwise have had from the third party or from any other source.

6.4.10.6 AHCCCS rules apply to the coordination of benefits under this Agreement.

6.5 Accountability

6.5.1 Professional Standards.

The Qualified Vendor shall deliver services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Agreement.

6.5.2 Qualified Vendor Code of Conduct.

6.5.2.1 The Qualified Vendor shall subcontract with or utilize only those individuals or organizations that are culturally sensitive, who meet accessibility standards for the disabled, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation or socioeconomic status. Subcontractors and their credentials shall meet all the requirements that apply to the Qualified Vendor.

6.5.2.2 The Qualified Vendor must ensure that its personnel, subcontractors and any other individual utilized by the Qualified Vendor for this Agreement:

- Represent themselves, their credentials, and their relationship to Qualified Vendor accurately to members and others in the community.

- Participate as appropriate in the planning (e.g., ISP) process, including the implementation of plan objectives.
- Maintain consumer privacy and confidential information in conformity with federal and state law, rule, and policy.
- Ensure that all individuals who participate in this Agreement have been trained and have affirmed their understanding of federal and state law, rule, and policy regarding confidential information.
- Ensure that members receiving service are safely supervised and accounted for.
- Act in a professional manner, honor commitments, and treat members and families with dignity and respect.
- Display a positive attitude.
- Absolute zero tolerance for the following: sexual activity with members and family members; employ authority or influence with members and families for the benefit of a third party; exploit the member's trust in the Contractor; or accept any commission, rebates, or any other form of remuneration except for payment by the Contractor.

6.5.2.3 The Qualified Vendor shall avoid any action that might create or result in the appearance of:

6.5.2.3.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Agreement;

6.5.2.3.2 Acting on behalf of the State without appropriate authorization;

6.5.2.3.3 Providing favorable or unfavorable treatment to anyone;

6.5.2.3.4 Making a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

6.5.2.3.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the State; or,

6.5.2.3.6 Loss of impartiality when advising the State.

6.5.3 Personnel.

The Qualified Vendor's personnel must satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this Agreement.

6.5.4 Fingerprinting.

6.5.4.1 The Qualified Vendor shall comply with, and shall ensure that all of the Qualified Vendor's employees, independent contractors, subcontractors, volunteers and

other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to Agreement performance.

6.5.4.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Qualified Vendor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to Agreement performance. The reference to "juvenile" in A.R.S. § 46-141 shall include "vulnerable adult" as defined in A.R.S. § 13-3623.

6.5.4.3 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department of Public Safety for the purposes of obtaining a state and federal criminal records check pursuant to A.R.S. § 41-1750 and P. L. 92-544 or shall apply for fingerprint clearance card within seven (7) working days of employment.

6.5.4.4 The Qualified Vendor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in the Agreement.

6.5.4.5 The Qualified Vendor shall comply with the Division's Criminal Acts/ Fingerprinting Standards.

6.5.4.6 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Qualified Vendor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

6.5.4.7 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

6.5.4.8 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse or any act of abuse against a vulnerable adult as defined in A.R.S. § 13-3623.

6.5.5 Federally Recognized Native American Tribes or Military Bases Certifications.

Federally recognized Native American tribes or military bases may submit and the Department shall accept certifications that state that no personnel who are employed or who will be employed during the Agreement term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).

6.5.6 Background Checks for Employment through the ADES Central Registry.

If providing direct services to children or vulnerable adults, the following shall apply:

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

6.5.6.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor (subcontracting to provide member direct services) of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.5.6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

6.5.6.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract,

employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.5.6.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES members (clients) after completion and submittal of the Direct Service Position certification if:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

The Certification for Direct Service Position is located at: http://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

6.5.6.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES members (clients).

6.5.6.7 The Qualified Vendor shall comply with the provisions of A.R.S. § 8-804 (as may be amended) and submit the names of each employee, subcontractor, and subcontractor employee, including volunteers, providing direct service to Division members for the Central Registry Background Check. The form for submitting the request is in Section 9, Attachment G of this Agreement located https://www.azdes.gov/main.aspx?menu=96&id=4792 .

6.5.6.7.1 The Qualified Vendor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

6.5.6.7.2 For purposes of this Agreement, references to "juvenile" in A.R.S. § 8-804 shall also include "vulnerable adult" as defined in A.R.S. § 13-3623.

6.5.7 Evaluation.

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

6.5.8 Visitation, Inspection and Copying.

The Qualified Vendor's or any subcontractor's facilities, services, members served, books and records pertaining to the Agreement shall be available for visitation, inspection and copying by the Division and any other appropriate agent of the State or Federal Government. At the discretion of the Division, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Division deems it to be an emergency situation, it may at any time visit and inspect the Qualified Vendor's or any subcontractor's facilities, services, and members served, as well as inspect and copy their Agreement-related books and records.

6.5.9 Supporting Documents and Information.

In addition to any documents, reports or information required by any other section of this Agreement, the Qualified Vendor shall furnish the Division with any further documents and information deemed necessary by the Division in the form requested by the Division to demonstrate that the Qualified Vendor is in compliance with programmatic and Agreement requirements. Upon receipt of a request for information from the Department, the Qualified Vendor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

6.5.10 Monitoring.

6.5.10.1 The Department may monitor the Qualified Vendor or any subcontractor and each shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

6.5.10.2 The Division will monitor the Qualified Vendor's compliance with the Agreement as deemed necessary by the Division. Monitoring may also be conducted, at reasonable times, by members, parents, member representatives, representatives of the Developmental Disabilities Advisory Council, and other recognized, on-going advocacy groups for persons with developmental disabilities. The Qualified Vendor shall adhere to all related policies and procedures the Division deems appropriate to adequately evaluate the quality and impact of services and to establish on-going monitoring of service performance. The Division reserves the right to monitor the actual provision of services for compliance with the Division Programmatic Standards and to conduct investigations in accordance with the

Division Investigation Standards and to verify staffing levels as authorized by the Division District Administration.

6.5.10.3 If the Division requires the Qualified Vendor to implement a corrective action plan, and the approved plan requires it, the Qualified Vendor shall notify all current and prospective members that they are operating under a corrective action plan.

6.5.11 Utilization Control/Quality Assurance.

6.5.11.1 The Qualified Vendor shall, at all times during the term of this Agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 C.F.R. Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:

6.5.11.1.1 Completing statistical or program reports as requested by the Division;

6.5.11.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;

6.5.11.1.3 Making records available upon request;

6.5.11.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and

6.5.11.1.5 Providing program information, upon request, to the Division.

6.5.11.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.

6.5.12 Sanctions Against the Division as a Result of Qualified Vendor Action or Inaction.

6.5.12.1 Sanctions imposed against the Division by AHCCCS for noncompliance with requirements for encounter data reporting, referenced in "Records" of these Terms and Conditions, that would not have been imposed but for the action or inaction of one or more Qualified Vendors, will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

6.5.12.2 Any other sanctions imposed against the Division by AHCCCS in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the action or inaction of one or more Qualified Vendors will

be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

6.5.12.3 Sanctions imposed against the Division by AHCCCS for failure of one or more Qualified Vendors or any subcontractor to submit requested disclosure statements will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

6.5.13 Fair Hearings and Members' Grievances.

6.5.13.1 The Qualified Vendor shall advise all members who receive services of their right, at any time and for any reason, to present to the Qualified Vendor and to the Division any grievances arising from the delivery of services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Division may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

6.5.13.2 If required by the Division, the Qualified Vendor shall maintain a system, subject to review upon request by the Division, for reviewing and adjudicating grievances by members or subcontractors concerning the actual provision of services and payment for same by or on behalf of the Qualified Vendor. This system shall follow the grievance procedure agreed to by AHCCCS and the Division in the current AHCCCS/Division intergovernmental Agreement and the Division rules and policies.

6.5.14 Merger or Acquisition.

6.5.14.1 The Qualified Vendor shall not change ownership and/or taxpayer identification number without the prior written consent of the Division during the term of this Agreement. Consent shall not be unreasonably withheld.

6.5.14.2 A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor shall require prior approval of the Division. In some cases, a new Application may be required.

6.5.15 Disclosure of Bankruptcy Filing and other Material Event.

Qualified Vendors shall immediately notify the Division of any and all filings made under the bankruptcy laws and regulations and promptly provide a copy of the court filing and any subsequent non-procedural Court orders to the Division, including the final order disposing of the bankruptcy. In addition, the Qualified Vendor shall immediately submit an amended Assurances and Submittals, to the Division's Contract Management Unit.

6.5.15.1 The Qualified Vendor shall notify the Division within twenty-four (24) hours, in writing, if the Qualified Vendor: (i) fails to so maintain any representation, comply with any covenant, or perform any duty as provided in this Agreement; (ii) receives notice or becomes aware of a claim or cause of action that would, if valid and enforceable against the Qualified Vendor, violate any provision in this Agreement; or (iii) becomes aware of any Material Event. The notice to the Division shall describe the event or facts that triggered the delivery of the notice.

6.5.16 Federal Database Checks.

6.5.16.1 The Division will not and the Qualified Vendor shall not employ or contract with any individual who has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 Code of Federal Regulations ("C.F.R.") § 438.610(a) and (b), 42 C.F.R. § 1001. 1901(b), 42 C.F.R. § 1003. 102(a)(2)]. The Division is obligated under 42 C.F.R. § 455.436 to screen all Qualified Vendors and the Qualified Vendor is obligated to screen all employees, contractors, and/or subcontractor employees providing Agreement services to determine whether any of them have been excluded from participation in Federal health care programs by checking the following Federal databases:

1. The List of Excluded Individuals/Entities ("LEIE") no less frequently than monthly (http://oig.hhs.gov/exclusions/)

2. The System for Award Management ("SAM") no less frequently than monthly (https://www.sam.gov/portal/public/SAM/),

3. And any other such databases that may be prescribed.

6.5.16.2 The Qualified Vendor shall maintain the Federal Database Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

6.5.17 Fraud and Abuse.

6.5.17.1 If the Qualified Vendor discovers, or is made aware, that an act of suspected fraud or abuse has occurred or been alleged, the Qualified Vendor shall immediately report the incident or allegation to the Division as well as to the AHCCCS, Office of the Inspector General. The Qualified Vendor shall refer to the Division's Provider Manual for guidance.

6.6 Agreement Changes

The Division may change the Agreement by posting a proposed amendment for thirty (30) days of review and comment. The amendment then requires signature by both parties in order for the Agreement to continue; however, amendments reflecting changes in law or generally applicable policies and procedures shall become a part of this Agreement without signature by the parties. If an amendment requires the signature of the Qualified Vendor, and the Qualified Vendor fails to sign and return the amendment in the form and within the timeframe specified by the Division, the Division may terminate the Agreement, in whole or in part. The Qualified Vendor may request a change to its Application and, upon approval by the Division; the change will become part of the ongoing Agreement.

6.6.1 Unauthorized Amendments.

Changes to the Agreement, 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 Qualified Vendor are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement amendments, shall be void and without effect, and the Qualified Vendor shall not be entitled to any claim under this Agreement based on those changes.

6.6.1.1 The Division may withdraw a proposed amendment, in whole or in part, before it becomes effective, if it is determined to be in the best interest of the State.

6.6.2 Updating Information and Amending a Qualified Vendor Application.

6.6.2.1 The Qualified Vendor shall update in QVADS the general information section of the vendor contract information component, the assurances and submittal form and associated submittals, the program description section of the detail information component, and administrative and service sites as necessary to ensure that the information is current and accurate. These changes are Vendor-initiated Application amendments. Application amendments that require approval by the Division are indicated in the electronic submittal process for QVADS and do not become effective unless approved.

6.6.2.2 The Qualified Vendor shall update all other information in QVADS as necessary to ensure that the information is current and accurate.

6.6.2.3 If the Division finds that the information provided in the original Application or as an update to the application is materially inaccurate, and the Qualified Vendor fails to correct such information within the time specified in a notice from the Division, such failure may be cause for termination of the Agreement, in whole or

in part. The Division may delete the information from the directory until a correction is provided or the Agreement is terminated.

6.6.2.4 A Qualified Vendor seeking to add a service to its Agreement shall submit a request to the Division and if approved, the new service becomes part of the vendor's Agreement.

6.6.3 Subcontracts.

6.6.3.1 The Qualified Vendor shall not enter into any subcontract for direct services under this Agreement without advance notice to the Division.

6.6.3.2 Prior to adding a subcontractor to the Agreement, the Qualified Vendor shall submit a formal, written statement to the Contracts Manager. The statement shall:

6.6.3.2.1 Be on the Qualified Vendor's company letterhead;

6.6.3.2.2 Be signed by an authorized signatory of the Qualified Vendor; and

6.6.3.2.3 Contain the following information:

a. The subcontractor's name, address, phone number, e-mail address, and primary point of contact;

b. The certifications required of the subcontractor (if any);

c. The type of services to be provided by the subcontractor;

d. The amount of time or effort (as a percent of the total Agreement performance) that the subcontractor will perform in relation to total performance of the Agreement's requirements; and

e. A description of the quality assurance measures that the Qualified Vendor shall use to monitor the subcontractor's performance.

6.6.3.3 The State reserves the right to request additional information deemed necessary about any proposed subcontractor, and the right to require the Qualified Vendor to delay performance of the subcontract until the State determines that the subcontracting relationship is consistent with the requirements of this Agreement

6.6.3.4 The subcontract shall incorporate by reference the entirety of this Agreement and the AHCCCS Minimum Subcontract Provisions; for information regarding those provisions, see www.azahcccs.gov/commercial/default.aspx.

6.6.3.5 The Qualified Vendor shall provide copies of each subcontract with a subcontractor relating to the provision of Agreement services to the Division within five (5) business days of the request.

6.6.3.6 The Qualified Vendor shall be legally responsible for Agreement performance whether or not subcontractors are used.

6.6.3.7 No subcontract may operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by any subcontractor conform to the provisions of this Agreement.

6.6.4 Assignment and Delegation.

The Qualified Vendor shall not assign any right nor delegate any duty under this Agreement.

6.7 Risk and Liability

6.7.1 General Indemnification.

The Qualified Vendor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities 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 Qualified Vendor 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 Qualified Vendor 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 Qualified Vendor from and against any and all claims. It is agreed that Qualified Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Qualified Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Qualified Vendor for the State of Arizona.

6.7.1.1 This indemnity shall not apply if the Qualified Vendor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.7.2 Indemnification - Patent and Copyright.

To the extent permitted by A.R.S. §§ 41-621 and 35-154, the Qualified Vendor 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 Agreement performance or use by the State of materials furnished or work performed under this Agreement. The State will notify the Qualified Vendor of any claim for which it may be liable under this section.

6.7.3 Force Majeure.

6.7.3.1 Except for payment of sums due for services rendered in accordance with the terms of the Agreement, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement 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, 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.

6.7.3.2 Force majeure shall not include the following occurrences:

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

6.7.3.2.2 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

6.7.3.2.3 Inability of either the Qualified Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.7.3.3 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 business 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 section, 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 Agreement 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 Agreement.

6.7.3.4 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.

6.7.4 Third Party Antitrust Violations.

The Qualified Vendor 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 Qualified Vendor toward fulfillment of this Agreement.

6.7.5 Predecessor and Successor Agreements.

The execution or termination of this Agreement, in whole or in part shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this Agreement or a prior Agreement with the Qualified Vendor.

6.7.6 Insurance.

6.7.6.1 *Insurance Requirements*

6.7.6.1.1 Qualified Vendor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, 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 Qualified Vendor, his agents, representatives, employees or subcontractors.

6.7.6.1.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Qualified Vendor from liabilities that might arise out of the performance of the work under this Agreement by the Qualified Vendor, its agents, representatives, employees or subcontractors, and Qualified Vendor is free to purchase additional insurance.

6.7.6.1.3 Minimum Scope and Limits of Insurance: Qualified Vendor shall provide coverage with limits of liability not less than those stated below:

6.7.6.1.3.1 *Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

a. For Qualified Vendors of Occupational, Physical or Speech Therapy services:

Coverage	Minimum Limits
• General Aggregate	$2,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability (Damage to Rented Premises)	$ 50,000
• Each Occurrence	$1,000,000

1. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor".* Such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement.

2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

3. Commercial General Liability may be satisfied if the Commercial General Liability policy is combined with the Professional Liability policy (item 6.7.6.2.3.4 below), provided that the Commercial General Liability coverage is written on an occurrence basis, and certified with the required coverage, limits and endorsements required for Section 6.7.6.2.3.1. If written with the Professional Liability policy, the Commercial General Liability section shall have separate limits from the Professional Liability.

b. For all other Qualified Vendors:

Coverage	Minimum Limits
• General Aggregate $2,000,000	
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability (Damage to Rented Premises)	$ 50,000
• Each Occurrence	$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation. This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the Professional Liability.

2. The Qualified Vendor must provide the following statement on their certificate(s) of insurance: Sexual Abuse/Molestation Coverage in included.

3. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor".* Such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement.

4. The policy shall contain a waiver of subrogation endorsement if favor the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

6.7.6.1.3.2 *Business Automobile Liability*

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

a. Combined Single Limit (CSL) $1,000,000

1. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor, involving automobiles owned, leased, hired or borrowed by the Qualified Vendor".* Such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this Agreement.

2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

3. Policy shall contain a severability of interests provision.

4. This section, **Business Automobile Liability**, shall not be applicable in the event the Qualified Vendor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of the Agreement or if the utilization is only for commuting purposes. The term "commuting purposes" means a vehicle is used to travel from the Qualified Vendor's home to its principal place of business or to one designated location. The Qualified Vendor electing to utilize their vehicle solely for commuting purposes shall submit a request to the Division for a Business Automobile Liability Waiver. In the event the Qualified Vendor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Agreement or it utilizes it for other than commuting purposes under the Agreement, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization changed.

6.7.6.1.3.3 *Worker's Compensation and Employers' Liability*

a. Worker's Compensation — Statutory

b. Employer's Liability

Coverage	Minimum Limits
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

i. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

ii. This requirement shall not apply to the Qualified Vendor or subcontractor exempt from the provisions of A.R.S. § 23-901. To claim this exemption, the Qualified Vendor or subcontractor shall submit a request to the Division for the appropriate waiver (Sole Proprietor Waiver or Independent Contractor Agreement) form.

6.7.6.1.3.4 *Professional Liability (Errors and Omissions Liability)*

Basis	Minimum Limits
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, the Qualified Vendor 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.

b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this Agreement.

6.7.6.1.4 For assistance, a Qualified Vendor may contact the Department of Insurance Market Assist hotline at 602-364-3100. The Qualified Vendor may obtain assistance with sources for Business Automobile Liability to comply with this Agreement and should specify the limit required as well as the Qualified Vendor's status with the Division.

6.7.6.1.5 *Additional Insurance Requirements*

6.7.6.1.5.1 The policies shall include, or be endorsed to include, the following provisions: *The State of Arizona and the Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement as provided by A.R.S. § 41-621 (E).*

6.7.6.1.5.2 The Qualified Vendor's insurance coverage shall be primary insurance with respect to all other available sources.

6.7.6.1.5.3 Coverage provided by the Qualified Vendor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.7.6.1.6 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Contract Management Unit, Business Operations, Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, AZ, 85005-6123, and shall be sent by certified mail, return receipt requested.

6.7.6.1.7 Acceptability of Insurers: Insurance shall be placed with duly licensed or 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 or dually authorized to transact insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Qualified Vendor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool ("SSCIP") or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If the Qualified Vendor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

6.7.6.1.8 *Verification of Coverage*

6.7.6.1.8.1 The Qualified Vendor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.

6.7.6.1.8.2 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Agreement services under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement.

6.7.6.1.8.3 All certificates required by this Agreement shall be sent directly to:

Contract Management Unit
Business Operations – Site Code 791A
Arizona Department of Economic Security
Division of Developmental Disabilities
P.O. Box 6123
Phoenix, Arizona 85007

The State of Arizona Project/Agreement number (the Qualified Vendor Application and Agreement Award Number) and Project Description ("RFQVA DDD 710000") shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, copies of all insurance policies required by this Agreement at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION OR TO THE DES OFFICE OF PROCUREMENT.**

6.7.6.1.9 Subcontractors: Qualified Vendors' certificate(s) shall submit a listing of all subcontractors performing member direct services and include all subcontractors as insured under its policies **or** Qualified Vendors shall furnish/submit to the State of Arizona separate certificates and endorsements for each subcontractor

associated with the Agreement award. All insurance coverage for subcontractors shall be subject to the minimum requirements identified above.

6.7.6.1.9.1 Qualified Vendors that utilize subcontractors to provide Developmental Home services will be exempt from providing separate certificates and endorsements if the Qualified Vendor enters into a separate Agreement between the Qualified Vendor, the Developmental Home subcontractor and the Division. Such Agreement shall provide for the Developmental Home subcontractor to be covered under the Provider Indemnity Program ("PIP"). A sample format for the Agreement may be found on the Division's website at https://www.azdes.gov/ddd/.

6.7.6.1.10 Approval: Any modification or variation from the *insurance requirements* in this Agreement shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment, but may be made by administrative action.

6.7.6.1.11 Exceptions: In the event the Qualified Vendor or subcontractor(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 Qualified Vendor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that the Qualified Vendor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 6.7.6 above, the Qualified Vendor may request that the insurance requirements be modified pursuant to Section 6.7.6.1.10 provided that such request be delivered in writing to the Department as early as possible but in no event not less than ten (10) days prior to Agreement execution. The Qualified Vendor shall include with such request Qualified Vendor's justification for the modification with supporting documentation.

As provided in Section 6.7.6.1.10, the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the Department of Economic Security's Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved are done so on a case-by-case basis and shall not affect the insurance requirements for other Qualified Vendors for whom the modifications have not been approved. If a Qualified Vendor's request has not been approved or the Qualified Vendor fails to deliver its request prior the applicable deadline, then the Qualified Vendor shall be required to comply fully with the insurance requirements set forth in Section 6.7.6 above.

6.8 Warranties

6.8.1 Year 2000.

6.8.1.1 Notwithstanding any other warranty or disclaimer of warranty in this Agreement, the Qualified Vendor warrants that all products delivered and all services rendered under this Agreement shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Agreement. In addition, the defense of *force majeure* shall not apply to the Qualified Vendor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

6.8.1.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Agreement, the Qualified Vendor warrants that each hardware, software, and firmware product delivered under this Agreement shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Agreement properly exchanges date-time data with it. If this Agreement requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Agreement. In addition, the defense of *force majeure* shall not apply to the failure of the Qualified Vendor to perform any specification requirements as a result of any date-related data Year 2000 issues.

6.8.1.3 The Qualified Vendor warrants that all services provided under this Agreement shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Qualified Vendor shall not relieve the Qualified Vendor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Qualified Vendor's expense, require prompt correction of any services failing to meet the Qualified Vendor's warranty herein. Services corrected by the Qualified Vendor shall be subject to all of the provisions of this Agreement in the manner and to the same extent as the services originally furnished.

6.8.2 Compliance with Applicable Laws.

6.8.2.1 The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Qualified Vendor shall maintain all applicable licenses and permit requirements.

6.8.2.2 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; Agreements; limitation), as applicable, all members who receive Agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

6.8.2.3 The Qualified Vendor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 (as may be amended).

6.8.2.4 The Qualified Vendor shall comply with the requirements in A.R.S. § 46-454 related to reporting to a peace office or to a protective services worker any reason to believe that abuse, neglect, or exploitation of a vulnerable adult has occurred.

6.8.2.5 The Qualified Vendor shall comply with P.L. 101-121, Section 319 (21 U.S.C. Section 1352) (as may be amended) and 29 C.F.R. Part 93 (as may be amended) which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Qualified Vendor, its employees or agents, shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

6.8.2.6 The Qualified Vendor shall cooperate with all Division investigations, including investigations pursuant to A.R.S. § 36-557(G)(3) that involve danger to the health and safety of a Division member. This includes notification to the Division of all complaints involving a member.

6.8.2.7 The Qualified Vendor and any subcontractor shall comply with all applicable Federal laws, rules, regulations and policies, including Title XIX of the Social Security Act, the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35), Title 42 of the C.F.R., and Title 45 C.F.R., Parts 74 and 96. If the Qualified Vendor receives Title XX funds, the Qualified Vendor shall comply with The Arizona Title XX Social Services Plan and Section 2352, Title XX Block Grants, of the Omnibus Budget Reconciliation Act of 1981.

6.8.2.8 The Qualified Vendor and any subcontractor shall comply with all applicable licensure, certification, and registration standards established by the Department, the Division, and AHCCCS. The Qualified Vendor and any subcontractor shall

comply with all applicable Arizona law and applicable Department, Division, or AHCCCS administrative rules, policies, procedures, service standards and guidelines of their profession/occupation, including, but not limited to:

6.8.2.8.1 Hiring of ex-offenders;

6.8.2.8.2 Fingerprinting of Qualified Vendor's and any subcontractor's staff;

6.8.2.8.3 Completing of Fire Risk Profile requirements;

6.8.2.8.4 Reporting of unusual incidents involving children and/or adults;

6.8.2.8.5 Implementing program audit implementation plans;

6.8.2.8.6 Participating as a member of the planning (e.g., ISP) team;

6.8.2.8.7 Complying with all policies, procedures and instructions regarding planning documents (e.g., ISPs);

6.8.2.8.8 Submitting to the Division's Support Coordinators copies of the planning document (e.g., ISP) strategies and other required documentation;

6.8.2.8.9 Providing copies of member records, including evaluations and progress reports; and

6.8.2.8.10 Ensuring that all movement of Division members, except in emergency need situations, is coordinated through the planning (e.g., ISP) team. If a member is receiving Title XIX funded services, no member movement shall take place unless it is part of the member's planning document (e.g., ISP).

6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration ("OSHA") regulations regarding blood borne pathogens, 29 C.F.R. 1910.1030.

6.8.2.10 The terms of this Agreement shall be subject to the terms of the intergovernmental Agreement between the Department and AHCCCS for the provision of services to ALTCS members. The Qualified Vendor accepts and agrees to perform the duties and requirements applicable to a provider of services to ALTCS members, including but not limited to performance of the Provider Participation Agreement between AHCCCS and the Qualified Vendor.

6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (P. L. 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than one-hundred twenty (120) days prior to any required compliance date

if the Qualified Vendor is unwilling to or anticipates that it will be unable to comply with any of the requirements of this section. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this Agreement.

6.8.2.12 The Qualified Vendor shall comply with any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, or procedures, or to the intergovernmental agreement between the Department and AHCCCS.

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

6.8.2.14 By entering into this Agreement, the Qualified Vendor warrants compliance with the Deficit Reduction Act of 2005 (P.L. 109-171). Any Qualified Vendor that receives at least $5,000,000 (five million dollars) in Medicaid payments annually shall establish written policies for all employees (including management), and for all employees of any Qualified Vendor or agent of the Qualified Vendor, providing detailed information about false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws. These written policies must include a specific discussion of the foregoing laws and detailed information regarding the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, as well as the rights of employees to be protected as whistleblowers. In addition, the Qualified Vendor must establish a process for training, and train, existing staff and new hires on false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws and the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, and

the rights of employees to be protected as whistleblowers. All training must be conducted in such a manner that can be verified by the Division.

6.8.2.15 The Qualified Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.") A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and the Qualified Vendor may be subject to penalties up to and including termination of the Agreement. Failure to comply with a State audit process to randomly verify the employment records of Qualified Vendors and subcontractors shall be deemed a material breach of the contract and the Qualified Vendor may be subject to penalties up to and including termination of the Agreement. The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Qualified Vendor or subcontractor is complying with the warranty under this paragraph.

6.8.2.16 The Qualified Vendor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 (as may be amended) relating to new hire reporting, A.R.S. § 23-722.02 (as may be amended) relating to wage assignment orders to provide child support, and A.R.S. § 25-535 (as may be amended) relating to administrative or court-ordered health insurance coverage for children.

6.8.3 Advance Directives.

As appropriate, the Qualified Vendor shall comply with Federal and State law on advance directives for adult members. Requirements include:

6.8.3.1 Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the member's right to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the Qualified Vendor has a conscientious objection to carrying out an advance directive, it must be explained in policies. [A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. § 36-3205(C)(1).]

6.8.3.2 Providing written information to adult members regarding a member's right under State law to make decisions regarding medical care and the Qualified Vendor's written policies concerning advance directives (including any conscientious objections).

6.8.3.3 Documenting in the member's medical record as to whether the adult member has been provided the information and whether an advance directive has been created.

6.8.3.4 Not discriminating against a member because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care.

6.8.3.5 Provide education for staff on issues concerning advance directives including notification of direct care providers of services of any advanced directives executed by members to whom they are assigned to provide care.

6.8.4 Advising or Advocating on Behalf of a Member.

The Qualified Vendor shall comply with the requirements under 42 C.F.R. § 438.102 and the intergovernmental Agreement between the Division and AHCCCS. The Division may not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising or advocating on behalf of a member who is authorized to receive services from the provider for the following:

- The member's health status, medical care, or treatment options including any alternative treatment that may be self-administered.
- Any information the member needs in order to decide among all relevant treatment options.
- The risks, benefits, and consequences of treatment or no treatment.
- The member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

6.8.4.1 A Qualified Vendor may provide a member with factual information, but is prohibited from recommending or steering a member in the member's selection of a Qualified Vendor agency or Independent Provider.

6.8.5 Limited English Proficiency.

The Qualified Vendor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency, DES 1-01-34 and any subsequent revisions.

6.8.6 Service Process for Wards of the State.

In the event that an individual calls or appears at a physical location of the Qualified Vendor seeking to render service of process (summons and complaint, petition or subpoena, etc.) upon a minor who is in the physical custody of the Qualified Vendor but is a ward of the State of Arizona, Department of Economic Security, Qualified Vendor agrees not to accept service of that/those document(s) and to refer the individual to the child's Support Coordinator. If, by error, Qualified Vendor or its agent accepts any service of process, a copy shall

immediately be forwarded to the child's Support Coordinator and shall also contain a transmittal memorandum that indicates the date the legal document was received, the person receiving it and the place of service, as well as the child to whom it refers.

6.8.7 Suspension or Debarment.

6.8.7.1 The State may, by written notice to the Qualified Vendor, immediately terminate this Agreement if the State determines that the Qualified Vendor 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. This prohibition extends to any entity which employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity which is debarred, suspended or otherwise excluded from Federal procurement activity. Submittal of an offer or execution of an Agreement shall attest that the Qualified Vendor is not currently suspended or debarred. If the Qualified Vendor becomes suspended or debarred, the Qualified Vendor shall immediately notify the State.

6.8.7.2 The Qualified Vendor shall not be debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.

6.8.7.3 The Qualified Vendor shall not employ, consult, subcontract or otherwise reimburse for services any person or entity that is debarred, suspended or otherwise excluded from public procurement activity. This prohibition extends to any person or entity that employs, consults, subcontracts with or otherwise reimburses for services any person or entity substantially involved in the management of another entity that is debarred, suspended or otherwise excluded from public procurement activity.

6.8.7.4 The Qualified Vendor shall not retain as a director, officer, partner or owner of five (5) percent or more of the Qualified Vendor, any person, or affiliate of such a person, who is debarred, suspended or otherwise excluded from public procurement activity.

6.8.8 Survival of Rights and Obligations after Agreement Expiration or Termination.

All representations and warranties made by the Qualified Vendor under this Agreement shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510 (as may be amended) except as provided in A.R.S. § 12-529 (as may be amended), the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5 (as may be amended).

6.8.9 Certification of Compliance – Anti-Kickback.

By signing this Agreement, the Qualified Vendor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 U.S.C. §§ 1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (P.L. 101-239 and P.L. 101-432) and compensation there from.

6.8.10 Warranty of Services.

The Qualified Vendor, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Agreement.

6.8.11 Certification of Truthfulness of Representation.

By signing this Agreement, the Qualified Vendor certifies the following:

6.8.11.1 That all representations set forth herein are true to the best of its knowledge; and

6.8.11.2 That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Agreement.

6.9 State's Contractual Remedies

6.9.1 Right to Assurance.

The Procurement Officer may, at any time, demand in writing that the Qualified Vendor give a written assurance of intent to perform. Failure by the Qualified Vendor 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 Agreement under these Terms and Conditions or other rights and remedies available by law or provided by the Agreement. If the Qualified Vendor, at any time believes that it may potentially no longer be able to perform under this Agreement in the immediate future or at any time up to six (6) months into the future, the Qualified Vendor shall provide written notice to the Division informing the Division of the Qualified Vendor's potential inability to perform under this Agreement along with a detailed explanation as to why the Qualified Vendor believes it may not be able to complete performance.

6.9.2 Stop Work Order.

6.9.2.1 The State may, at any time, by written order to the Qualified Vendor, require the Qualified Vendor to stop all or any part of the work called for by this Agreement for a period(s) of days indicated by the State after the order is delivered to the Qualified Vendor, 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 Qualified Vendor 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.

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

6.9.3 Non-Exclusive Remedies.

The rights and the remedies of the State set out in this Agreement are not exclusive.

6.9.4 Nonconforming Tender.

Reports or other documents supplied under this Agreement shall fully comply with the Agreement and all applicable law. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply with the Agreement and all applicable law constitutes a breach of Agreement. On delivery of nonconforming reports or other documents, the State may terminate the Agreement for default as defined in Section 6.10.6, Termination for Default, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

6.9.5 Right of Offset.

The State shall be entitled to offset against any sums due the Qualified Vendor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Qualified Vendor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages described in the Agreement Terms and Conditions.

6.9.6 Provisions for Default.

6.9.6.1 In addition to any other remedies available to the Division, if the Qualified Vendor fails to comply with any term of the Agreement, the Division may take one (1) or more of the following actions:

6.9.6.1.1 Withhold payment, in whole or in part;

6.9.6.1.2 Suspend enrollment, which includes (i) suspending new members from enrollment in any services provided by the Qualified Vendor, and (ii) suspending any new services for members currently served by the Qualified Vendor.

6.9.6.1.3 Suspend the Agreement, in whole or in part, by (i) suspending the authority to request addition of new services to the Agreement; (ii) suspending the authority to request modification to current services, (iii) deleting the Qualified Vendor from the Qualified Vendor List; or (iv) enrolling members with another provider.

6.10 Agreement Termination

6.10.1 Cancellation for Conflict of Interest.

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

6.10.2 Gratuities.

The State may, by written notice, terminate this Agreement, in whole or in part, if the State determines that employment or a gratuity was offered or made by the Qualified Vendor or a representative of the Qualified Vendor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about Agreement performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Qualified Vendor.

6.10.3 Termination for Convenience.

The State reserves the right, with written notice, to terminate the Agreement, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Qualified Vendor shall immediately 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 Qualified Vendor under the Agreement shall become the property of and be delivered to the State. The Qualified Vendor 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.

6.10.4 Termination upon Request of the Qualified Vendor.

The Qualified Vendor may request termination of the Agreement, in whole or in part, at any time. The Qualified Vendor shall not terminate performance of this Agreement without the prior written consent of the Division. The Qualified Vendor shall provide at least sixty (60) days written notice to the Division setting forth the reasons for requesting termination. Upon determination that termination is appropriate, the Division shall provide written notice of acceptance of such termination and the termination date. Upon termination, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State on demand. The State may, upon termination, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Qualified Vendor 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 Qualified Vendor.

6.10.5 Termination for Default.

6.10.5.1 In addition to the rights reserved in the Agreement, the State may terminate the Agreement, in whole or in part, due to the failure of the Qualified Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Qualified Vendor. The Department may immediately terminate this Agreement if the Department determines that the health or welfare or safety of service recipients is endangered.

6.10.5.2 The State reserves the right to terminate the Agreement, in whole or in part, when a Qualified Vendor no longer meets the criteria defined in the RFQVA; for non-compliance with the Agreement requirements; or for failure to maintain a valid license, AHCCCS registration or Division certification, as appropriate. The Division shall provide written notice of the termination and the reasons for it to the Qualified Vendor.

6.10.5.3 Upon termination under this section, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State on demand.

6.10.5.4 The State may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Qualified Vendor 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 Qualified Vendor unless the Agreement is terminated solely for the convenience of the State.

6.10.5.5 This Agreement may immediately be terminated if the Department determines that the health or welfare or safety of members is endangered.

6.10.6 Continuation of Performance through Termination.

The Qualified Vendor shall continue to perform, in accordance with the requirements of the Agreement, up to or beyond the date of termination, in whole or in part, as directed in the termination notice or as provided in Section 6.10.7.3 below.

6.10.7 Termination for Any Reason.

6.10.7.1 In the event of termination or suspension of the Agreement by the Department, in whole or in part, such termination or suspension shall not affect the obligation of the Qualified Vendor to indemnify the Department and the State for any claim by any other party against the Department and/or the State arising from the Qualified Vendor's performance of this Agreement and for which the Qualified Vendor would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. § 41-621 *et seq.* or an obligation is unauthorized under A.R.S. § 35-154 (as may be amended), the provisions of this paragraph shall not apply.

6.10.7.2 In the event of early termination, any funds advanced to the Qualified Vendor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, whichever is earlier.

6.10.7.3 In the event the Agreement is terminated, in whole or in part, with or without cause, or expires, the Qualified Vendor shall assist the Division in the transition of members to other Qualified Vendors in accordance with applicable rules and policies. Such assistance and coordination shall include but shall not be limited to:

6.10.7.3.1 Forwarding program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records shall be borne by the Qualified Vendor.

6.10.7.3.2 Notifying of subcontractors and members.

6.10.7.3.3 Facilitating and scheduling medically necessary appointments for care and services.

6.10.7.3.4 Providing all reports set forth in this Agreement.

6.10.7.3.5 Making provisions for continuing all management/administrative services until the transition of members is completed and all other requirements of this Agreement are satisfied.

6.10.7.3.6 If required by the Division, extending performance until suitable arrangements are made by the Division for a replacement Qualified Vendor.

6.10.7.3.7 If required by the Division, at the Qualified Vendor's own expense, assisting in the training of personnel.

6.10.7.3.8 Paying all outstanding obligations for care rendered to members.

6.10.7.3.9 Providing the following financial reports to the Division until the Division is satisfied that the Qualified Vendor has paid all such obligations: (a) a monthly claims aging report by provider/creditor including Incurred But Not Reported (IBNR) amounts; (b) a monthly summary of cash disbursements; and (c) copies of all bank statements received by the Qualified Vendor in the preceding month for Qualified Vendor's bank accounts. All reports in this section shall be due on the fifteenth (15^{th}) day of each succeeding month for the prior month.

6.10.7.4 In the event the Agreement is terminated in part, the Qualified Vendor shall continue the performance of the Agreement to the extent not terminated.

6.10.8 Voidability of Agreement.

This Agreement is voidable and may be immediately terminated by the Department upon the Qualified Vendor becoming insolvent or filing proceedings in bankruptcy or reorganization, or upon assignment or delegation of the Agreement without prior written approval from the Department.

6.11 Agreement Claims and Controversies

Other than protests and claims covered by A.A.C. R6-6-2115 and R6-6-2116, any other claims or controversies under this Agreement shall be resolved according to A.A.C. R6-6-2117.

6.12 Contingency Planning

The Qualified Vendor shall have a contingency plan that addresses the requirements of (1) a Business Continuity Plan ("BCP"), and (2) a Pandemic Performance Plan, as stipulated in Section 6.12.1 and 6.12.2. The Contingency

Plan is subject to the approval of the Division. The Qualified Vendor shall submit any amendment to the plan to the Division within ten (10) business days. The State may require a copy of the plan at any time prior to or post award of an Agreement.

6.12.1 Business Continuity.

6.12.1.1 Each Qualified Vendor shall establish a written BCP that illustrates how the Qualified Vendor shall provide contracted service(s) pursuant to the Agreement in the event of a natural or man-made disaster (e.g., earthquake, flood, catastrophic accident, fire, explosion, gas leak) or any other emergency event which may disrupt routine service delivery (e.g., power outage, disruption of essential utilities, evacuation by authorities). The BCP shall, at a minimum, include the following:

a. Internal emergency notification call-trees, organizational chart, and orders of succession.
b. Checklists to contact and coordinate with police, fire, medical, and other community emergency responders.
c. The Qualified Vendor's emergency points of contact(s) information, communication and reporting protocols with the Division.
d. Plans to respond, restore, and resume business operations as soon as practical and also protecting the life, health, and safety of members and the Qualified Vendor's staff.

6.12.1.2 In addition, the Qualified Vendor shall have contingencies for:

a. The loss of facilities/sites.
b. Electronic/telephone failure at primary place of business.
c. Loss of computer systems/records.
d. A facility evacuation plan that assures the successful evacuation of members and staff.
e. A self-sheltering (i.e., shelter in place) plan which maintains adequate staffing levels, food, water, prescribed medications and equipment that meet the needs of members for the duration of the emergency/disaster event.

6.12.1.3 The BCP shall be specific for each of its Arizona facilities and reference community emergency resources as described in Section 6.12.1.1.

6.12.1.4 The Qualified Vendor shall provide annual BCP training for all staff members.

6.12.1.5 The Qualified Vendor shall conduct BCP exercises, annually.

6.12.1.6 The Qualified Vendor shall review its BCP(s) as needed, amend the plan as required, and train all staff members on any changes to the plan.

6.12.1.7 In the event of a local disaster declaration, an emergency declared by the Governor of Arizona, the President of the United States, or the World Health Organization which makes the performance of any term of this Agreement impossible or impracticable, the Division shall have the authority to:

a. Temporarily void the Agreement(s), in whole or in part, if the Qualified Vendor cannot perform to the standards agreed upon in the initial terms.
b. Implement emergency procurements as authorized by the Director of the Arizona Department of Administration pursuant to A.R.S. § 41-2537 of the Arizona Procurement Code.
c. Reinstate the voided Agreement(s) if the Qualified Vendor can demonstrate ability to resume performance of the Agreement(s).

6.12.1.8 As a result of the provisions contained in Section 6.12.1.7 and subsections (a), (b), or (c) the Division shall not incur any liability with a Qualified Vendor during a disaster or emergency event.

6.12.2 Pandemic Contractual Performance.

6.12.2.1 The State shall require a written Pandemic Performance Plan that illustrates how the Qualified Vendor shall perform up to the Agreement standards in the event of a pandemic (e.g., influenza). At a minimum, the Pandemic Performance Plan shall include:

a. Key succession and performance planning if there is a sudden significant decrease in Qualified Vendor's workforce.
b. Alternative methods to ensure there are services or products in the supply chain.
c. An up to date list of company contacts and organizational chart.

6.12.2.2 The Qualified Vendor shall provide annual training on the Pandemic Performance Plan for all staff members.

6.12.2.3 The Qualified Vendor shall review its Pandemic Performance Plan as needed, amend the plan as required, and train all staff members on any changes to the plan.

6.12.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Agreement impossible or impracticable, the State shall have the following rights:

a. After the official declaration of a pandemic, the State may temporally void the Agreement(s) in whole or specific sections if the Qualifies Vendor cannot perform to the standards agreed upon.
b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the Arizona Procurement Code.

c. Once the pandemic is officially declared over and/or the Qualified Vendor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Agreement(s).

6.13 Certifications

6.13.1 Lobbying.

The Qualified Vendor shall submit the Certification Regarding Lobbying form, and by so doing, agrees to compliance with 49 C.F.R. Part 20. The Certification Regarding Lobbying form may be found in Section 9 as "Attachment C".

6.13.2 Suspension or Debarment.

In addition to the terms and conditions in Section 6, the Qualified Vendor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form, which may be found in Section 9 as "Attachment D".

6.13.3 Inclusive Qualified Vendor.

The Qualified Vendor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. The Qualified Vendor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Qualified Vendor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of Agreement utilization and how this effort will be administered and managed, including reporting requirements.

6.13.4 Data Sharing.

When determined by the Department that sharing of confidential data will occur with the Qualified Vendor, the Qualified Vendor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Qualified Vendor and each DES Program sharing confidential data. The Data Sharing Request Agreement form may be found in Section 9 as "Attachment E".

ARF-5885 **Consent Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date: 02/18/2020
Submitted For: Scott Buzan, Community Development Director
Submitted By: Marian Sheppard, Clerk of the Board
Department: Community Development

Information

Request/Subject

Gila County Planning and Zoning Commission Appointment

Background Information

Bill Marshall has resigned from the Gila County Planning and Zoning Commission (Commission). His term of office will expire on December 31, 2022. Mr. Marshall was representing Supervisor Humphrey's district. Supervisor Humphrey asked Bryan Goslin to serve on the Commission to which he has accepted.

Evaluation

If approved by the Board of Supervisors, Mr. Goslin will fulfill Mr. Marshall's unexpired term of office which ends on December 31, 2022, and he will represent Supervisorial District 2.

Conclusion

Per statutory requirement, the Board of Supervisors has the authority to appoint members to the Planning and Zoning Commission. The Board of Supervisors needs to vote to appoint Bryan Goslin to the Commission to fulfill Mr. Marshall's unexpired term of office which ends on December 31, 2022.

Recommendation

Supervisor Tim Humphrey recommends the appointment of Bryan Goslin to the Commission to fulfill Mr. Marshall's unexpired term of office.

Suggested Motion

Approval to appoint Bryan Goslin to the Gila County Planning and Zoning Commission to fulfill Bill Marshall's unexpired term of office that ends on December 31, 2022.

Attachments

Planning and Zoning Commission Member List

GILA COUNTY PLANNING AND ZONING COMMISSION

(Proposed to the BOS on 2-18-20)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Mary Lou Myers (resident of unincorporated GC)	A-District 1	C (02/07/17)	4 years, 9 months	01/01/17-12/31/20	01/01/17-12/31/20
Randy Slapnicka (resident of unincorporated GC)	A-District 1	C (11/13/18)	8 years, 7 months	01/01/19-12/31/22	01/01/19-12/31/22
Jim Muhr (resident of incorporated municipality)	A-District 1	A (11/13/18)	-	11/13/18-12/31/20	01/01/17-12/31/20
~~Bill Marshall (resident of unincorporated GC)~~	~~A-District 2~~	~~C (10/30/18)~~	~~1 year, 8 months~~ Resigned Jan. 2020	~~01/01/19-12/31/22~~	~~01/01/19-12/31/22~~
Bryan Goslin (resident of unincorporated GC)	A-District 2	A (02/18/20) Bill Marshall	-	02/18/20-12/31/22	01/01/19-12/31/22
Terry Otts (resident of unincorporated GC)	A-District 2	C (10/30/18)	1 year, 10 months	01/01/19-12/31/22	01/01/19-12/31/22
Lori Brown (resident of unincorporated GC)	A-District 2	A (03/07/17)	9 years, 7 months (resigned on 2/9/16)	03/07/17-12/31/20	01/01/17-12/31/20
Mickie Nye (resident of unincorporated GC)	A-District 3	C (11/13/18)	11 years, 11 months	01/01/19-12/31/22	01/01/19-12/31/22
Travis Holder (resident of incorporated municipality)	A-District 3	C (11/13/18)	3 years, 5 months	01/01/19-12/31/22	01/01/19-12/31/22
Pamela Griffin (resident of unincorporated GC)	A-District 3	A (11/13/18)	-	11/13/18-12/31/20	01/01/17-12/31/20

[1] Appointment Information:

A. Date of creation: ? (On September 8, 1959, the BOS adopted Resolution No. 59-9-1 which adopted the initial Planning and Zoning Ordinance.)

B. Per A.R.S. 11-802 – In counties with 3 supervisorial districts, the Commission shall consist of 9 members who shall be qualified electors of the county. Three members shall be appointed from each supervisorial district by the supervisor from that district, and not more than 1 of the 3 may be a resident of an incorporated municipality. The terms of the members of the Commission shall be for four years except for those initially appointed (to have staggered terms.) Of the members initially appointed, 5 members shall be appointed for a 2-year term and 4 members shall be appointed to a 4-year term; thereafter, each term shall be for 4 years.

[2] Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B. Supervisory Appointment: Member unrestricted by district.

C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type

A. New Appointment
B. Existing vacancy created by (provide name)
C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-5887 **Consent Agenda Item 4. F.**

Regular BOS Meeting

Meeting Date: 02/18/2020
Submitted For: Scott Buzan, Community Development Director
Submitted By: Marian Sheppard, Clerk of the Board
Department: Community Development

Information

Request/Subject

Gila County Board of Adjustment Appointment

Background Information

Per Arizona Revised Statute § 11-816, the Board of Supervisors may establish one board of adjustment that has jurisdiction countywide and that is composed of one member who is a resident of each supervisorial district or one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district of not less than 3 nor more than 5 members. The Gila County Board of Adjustment has chosen to have one board of adjustment that has jurisdiction countywide so there is one member that represents each supervisorial district. The members are appointed by the Board of Supervisors and the terms of office are for 4 years.

Bill Marshall has resigned from the Board of Adjustment. His term of office will expire on December 31, 2021. Mr. Marshall was representing Supervisor Humphrey's district. Supervisor Humphrey asked Bryan Goslin to serve on the Board of Adjustment to which he has accepted.

Evaluation

If approved by the Board of Supervisors, Mr. Goslin will fulfill Mr. Marshall's unexpired term of office which ends on December 31, 2021, and he will represent Supervisorial District 2.

Conclusion

Per statutory requirement, the Board of Supervisors has the authority to appoint members to the Board of Adjustment. The Board of Supervisors needs to vote to appoint Bryan Goslin to the Gila County Board of Adjustment to fulfill Mr. Marshall's unexpired term of office that ends on December 31, 2021.

Recommendation

Supervisor Humphrey recommends that the Board of Supervisors appoint Mr. Goslin to this board.

Suggested Motion

Approval to appoint Bryan Goslin to the Gila County Board of Adjustment to fulfill Bill Marshall's unexpired term of office that ends on December 31, 2021.

Attachments

Board of Adjustment Member List

GILA COUNTY BOARD OF ADJUSTMENT

(Proposed to the BOS on 2-18-20)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Mary Lou Myers (Resides in District 1)	A-District 1	C (11/05/19)	7 years, 9 months	01/01/20-12/31/23	01/01/20-12/31/23
~~Bill Marshall (Resides in District 2)~~	~~A-District 2~~	~~C (10/30/18)~~	~~1 year, 7 months~~ Resigned Jan. 2020	~~01/01/19-12/31/21~~	~~01/01/19-12/31/21*~~
Bryan Goslin (Resides in District 2)	A-District 2	A (02/18/20) Bill Marshall	-	02/18/20-12/31/21	01/01/19-12/31/21
Mickie Nye (Resides in District 3)	A-District 3	C (10/30/18)	4 years	01/01/19-12/31/22	01/01/19-12/31/22

*A one-time adjustment is being made so that there are staggered terms on this board per statutory requirement.

[1] Appointment Information:

A. Date of creation: September 8, 1959
B. Per A.R.S. 11-816 – The Board of Supervisors (BOS) may establish one board of adjustment that has jurisdiction countywide and that is composed of 1 member who is a resident of each supervisorial district **or** one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district and that is composed of not less than 3 nor more than 5 members, each of whom is a resident of that supervisorial district. The members of each board shall be appointed for staggered terms of 4 years each.
C. The Gila County Zoning Ordinance, Section 106.2 *Powers and Duties*, addresses the powers of the Board of Adjustment.
D. The BOS has established one Gila County Board of Adjustment that has jurisdiction countywide and that is composed of 1 member who is a resident of each supervisorial district.

[2] Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
B. Supervisory Appointment: Member unrestricted by district.
C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type

A. New Appointment
B. Existing vacancy created by (provide name)
C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-5882 **Consent Agenda Item 4. G.**

Regular BOS Meeting

Meeting Date: 02/18/2020
Submitted For: Marian Sheppard, Clerk of the Board
Submitted By: Melissa Henderson, Deputy Clerk
Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 208-07-028.

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate $30 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 208-07-028 was deeded to the State of Arizona in 2016 with a total lien amount of $541.19. It did not sell at the Board of Supervisors' annual tax sale/auction that was held on December 6, 2016.

Evaluation

On January 29, 2020, the Clerk of the Board sold the subject parcel to Alfred Denton Cline for the lien amount. Said payment was deposited with the Gila County Treasurer on the same day. A separate $30 payment was submitted to record the Quit Claim Deed. This property is an undeveloped lot in Globe.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 208-07-028. Once the deed has been finalized and recorded, the property will go back on the County's tax rolls.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of Assessor's tax parcel number 208-07-028 to Alfred Denton Cline.

Suggested Motion

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 208-07-028 to A. Denton Cline.

Attachments

208-07-028 QCD

208-07-028 Information

208-07-028 Map

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors

GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 18th day of February 2020, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Alfred Denton Cline, Grantee.

Address of Grantee: 819 S. Sandi Lane, Globe, AZ 85501

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

WHEREAS, on the 29th day of January 2020, Grantee did purchase said property for the sum of Five Hundred Forty-One Dollars and Nineteen Cents ($541.19);

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantee, the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 208-07-028

Legal Description:

SECTION: 25 TOWNSHIP: 1 N RANGE: 15 LOTS 7,8, 9, 10, 11 & 12 IN BLOCK 5 OF DUNCAN ADDITION PLAT 51; SEC 25 T1N R15E; = 0.76 AC

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

_____

Woody Cline, Chairman
Gila County Board of Supervisors

Attest:

_____

Marian Sheppard, Clerk
Gila County Board of Supervisors

STATE OF ARIZONA)
) SS
COUNTY OF GILA)

ACKNOWLEDGEMENT

Before me, Melissa Henderson, a Notary Public in and for the County of Gila, State of Arizona, on this 18th day of February 2020, personally appeared Woody Cline, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

_____

Notary Public
My Commission Expires:

Duncan Add.
Undeveloped Lots

Buildable?

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

March 28, 2016

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

LONG WILLIAM

and situated in Gila County, Arizona:
PARCEL # 20807028 ACCOUNT # R014051

Legal Description: Section: 25 Township: 1 N Range: 15 LOTS 7, 8, 9, 10, 11 & 12 IN BLOCK 5 OF DUNCAN ADDITION PLAT 51; SEC 25 T1N R15E; = 0.76 AC

which on **17 th day of February , 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **491.19**
as represented in Tax Sale Certificate No. **11034417**

If redemption according to law be not made before the **30 th day of June, 2016** .

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 county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

2016-006670 TD Page: 1 of 1
07/21/2016 11:19:47 AM Receipt #: 16-5206
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **11 th** day of **May, 2016** notice according to law was published in the **Arizona Silver Belt** , 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 **30 th** day of **June**, **2016**, 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 : **20807028** ACCOUNT NUMBER: **R014051**

DESCRIBED AS : **Section: 25 Township: 1 N Range: 15 LOTS 7, 8, 9, 10, 11 & 12 IN BLOCK 5 OF DUNCAN ADDITION PLAT 51; SEC 25 T1N R15E; = 0.76 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **JULY, 2016** .

SEAL

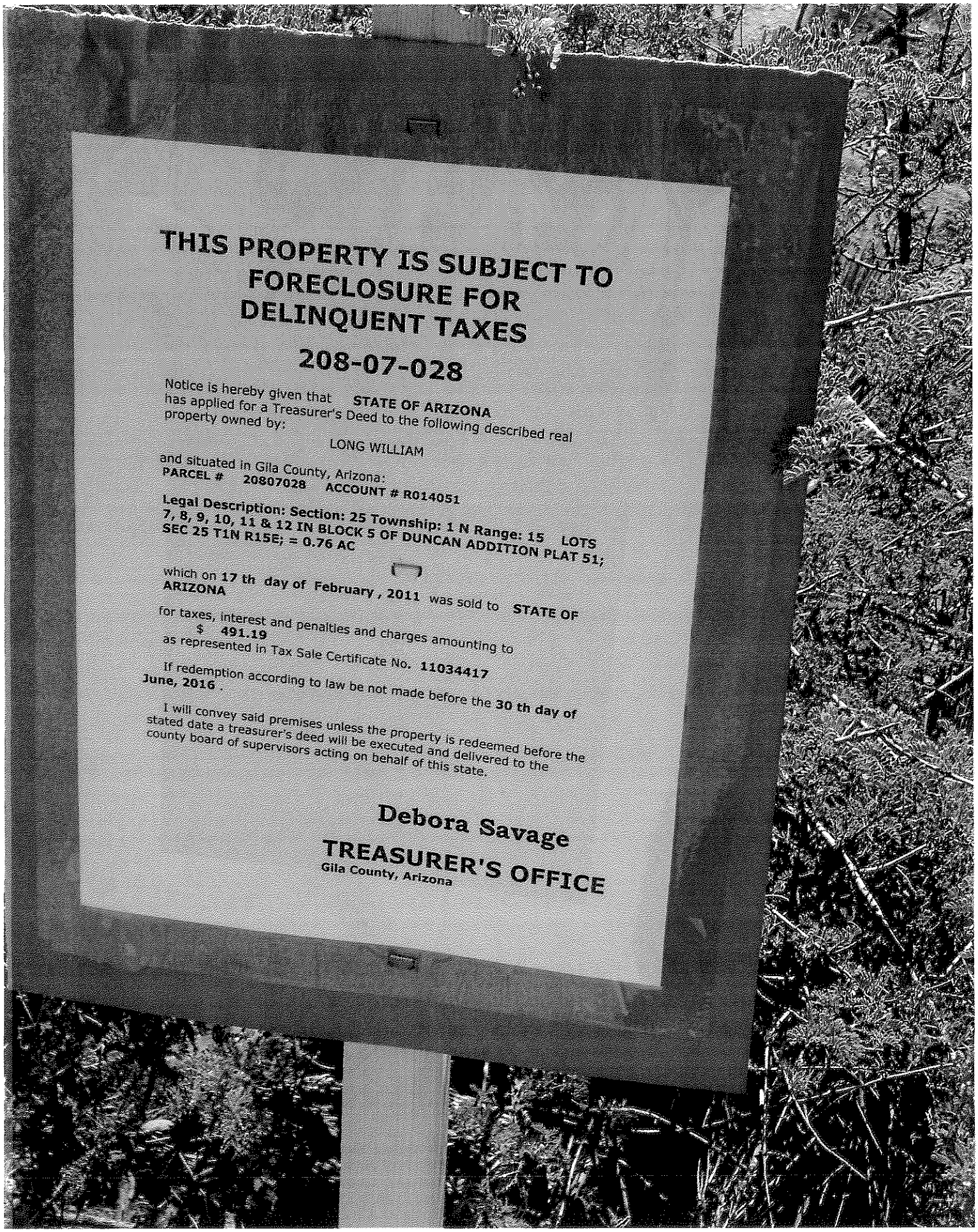
Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **JULY ,2016** by **Debora 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.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018



THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

208-07-028

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

LONG WILLIAM

and situated in Gila County, Arizona:
PARCEL # 20807028 ACCOUNT # R014051

Legal Description: Section: 25 Township: 1 N Range: 15 LOTS 7, 8, 9, 10, 11 & 12 IN BLOCK 5 OF DUNCAN ADDITION PLAT 51; SEC 25 T1N R15E; = 0.76 AC

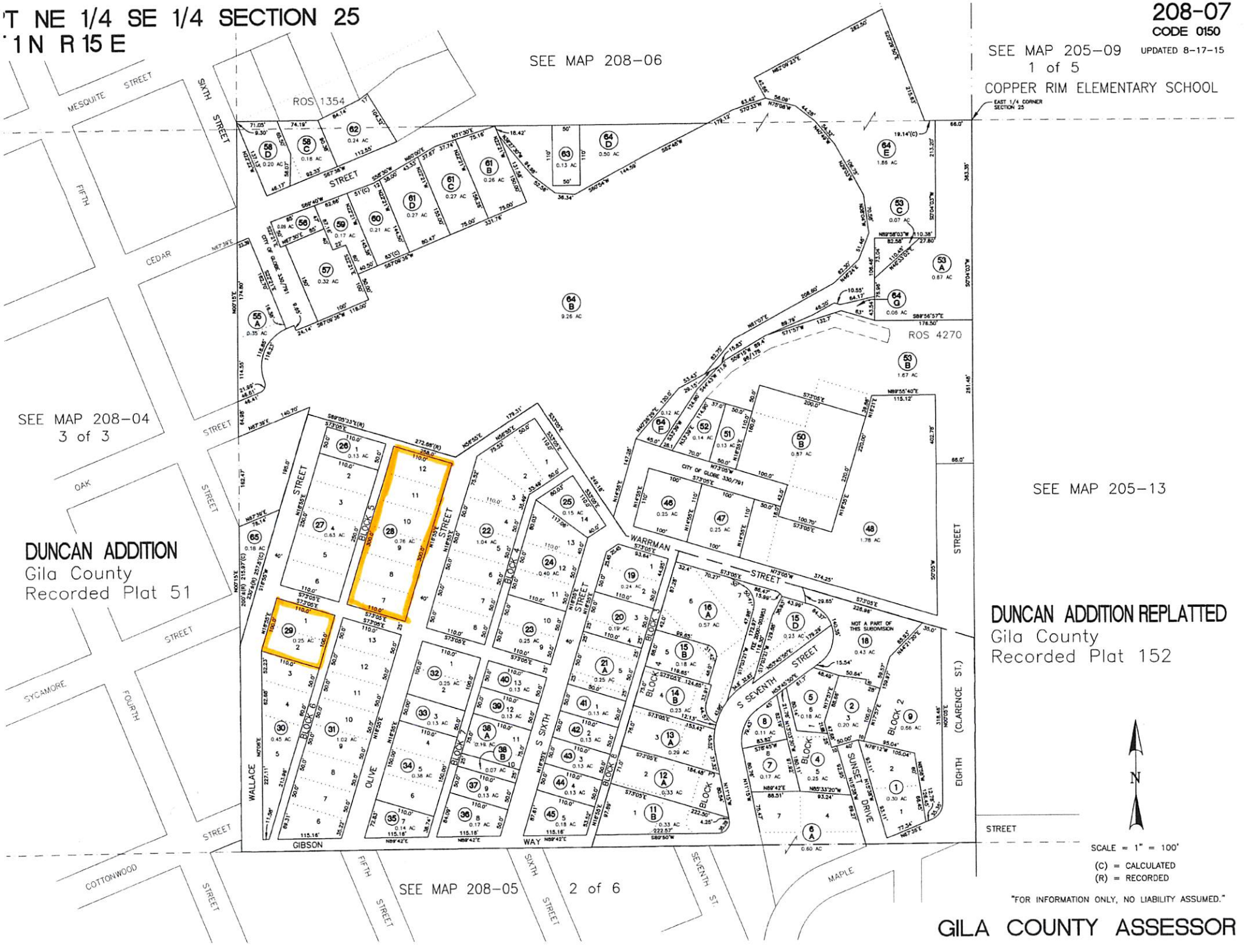
which on **17 th day of February , 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **491.19**
as represented in Tax Sale Certificate No. **11034417**

If redemption according to law be not made before the **30 th day of June, 2016** .

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 county board of supervisors acting on behalf of this state.

Debora Savage
TREASURER'S OFFICE
Gila County, Arizona


T NE 1/4 SE 1/4 SECTION 25
1 N R 15 E
208-07
CODE 0150
SEE MAP 208-06
SEE MAP 205-09
1 of 5
UPDATED 8-17-15
COPPER RIM ELEMENTARY SCHOOL
EAST 1/4 CORNER SECTION 25
ROS 1354
ROS 4270
SEE MAP 208-04
3 of 3
SEE MAP 205-13
DUNCAN ADDITION
Gila County
Recorded Plat 51
DUNCAN ADDITION REPLATTED
Gila County
Recorded Plat 152
MESQUITE STREET
SIXTH STREET
FIFTH STREET
CEDAR STREET
OAK STREET
SYCAMORE STREET
FOURTH STREET
COTTONWOOD STREET
WARRMAN STREET
WALLACE STREET
OLIVE STREET
S SIXTH STREET
S SEVENTH STREET
SUNSET DRIVE
EIGHTH (CLARENCE ST.) STREET
GIBSON WAY
MAPLE STREET
SEVENTH ST.
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
CITY OF GLOBE 330/791
NOT A PART OF THIS SUBDIVISION
SEE MAP 208-05
2 of 6
N
SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED
"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."
GILA COUNTY ASSESSOR

ARF-5884 **Consent Agenda Item 4. H.**

Regular BOS Meeting

Meeting Date: 02/18/2020
Submitted For: Marian Sheppard, Clerk of the Board
Submitted By: Melissa Henderson, Deputy Clerk
Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 208-07-029.

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate $30 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 208-07-029 was deeded to the State of Arizona in 2016 with a total lien amount of $463.26. It did not sell at the Board of Supervisors' annual tax sale/auction that was held on December 6, 2016.

Evaluation

On January 29, 2020, the Clerk of the Board sold the subject parcel to Alfred Denton Cline Edmonds for the lien amount. Said payment was deposited with the Gila County Treasurer on the same day. A separate $30 payment was submitted to record the Quit Claim Deed. This property is an undeveloped lot in Globe.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 208-07-029. Once the deed has been finalized and recorded, the property will go back on the County's tax rolls.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of Assessor's tax parcel number 208-07-029 to Alfred Denton Cline.

Suggested Motion

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 208-07-029 to A. Denton Cline.

Attachments

208-07-029 QCD

208-07-029 Information

208-07-029 Map

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors

GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 18th day of February 2020, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Alfred Denton Cline, Grantee.

Address of Grantee: 819 S. Sandi Lane, Globe, AZ 85501

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

WHEREAS, on the 29th day of January 2020, Grantee did purchase said property for the sum of Four Hundred Sixty-Three Dollars and Twenty-Six Cents ($463.26);

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantee, the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 208-07-029

Legal Description:

SECTION: 25 TOWNSHIP: 1 N RANGE: 15 LOTS 1 & 2 OF BLOCK 6 IN DUNCAN ADDITION PLAT 51; SEC 25 T1N R15E; = 0.25 AC

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

_____
Woody Cline, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard, Clerk
Gila County Board of Supervisors

STATE OF ARIZONA)
) SS **ACKNOWLEDGEMENT**
COUNTY OF GILA)

Before me, Melissa Henderson, a Notary Public in and for the County of Gila, State of Arizona, on this 18th day of February 2020, personally appeared Woody Cline, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

_____
Notary Public
My Commission Expires:

Duncan Add
Undeveloped Lots

Buildable?

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

March 28, 2016

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

LONG WILLIAM

and situated in Gila County, Arizona:
PARCEL # 20807029 ACCOUNT # R014055

Legal Description: Section: 25 Township: 1 N Range: 15 LOTS 1 & 2 OF BLOCK 6 IN DUNCAN ADDITION PLAT 51; SEC 25 T1N R15E; = 0.25 AC

which on **17 th day of February , 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **413.26**
as represented in Tax Sale Certificate No. **11034418**

If redemption according to law be not made before the **30 th day of June, 2016** .

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 county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

2016-006671 TD Page: 1 of 1
07/21/2016 11:19:47 AM Receipt #: 16-5206
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az; Sadie Jo Bingham, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **11 th** day of **May, 2016** notice according to law was published in the **Arizona Silver Belt** , 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 **30 th** day of **June**, **2016**, 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 : **20807029** ACCOUNT NUMBER: **R014055**

DESCRIBED AS : **Section: 25 Township: 1 N Range: 15 LOTS 1 & 2 OF BLOCK 6 IN DUNCAN ADDITION PLAT 51; SEC 25 T1N R15E; = 0.25 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **JULY, 2016** .

SEAL

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **JULY ,2016** by **Debora 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.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

208-07-029

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

LONG WILLIAM

and situated in Gila County, Arizona:
PARCEL # 20807029 ACCOUNT # R014055

Legal Description: Section: 25 Township: 1 N Range: 15 LOTS 1 & 2 OF BLOCK 6 IN DUNCAN ADDITION PLAT 51; SEC 25 T1N R15E; = 0.25 AC

which on **17 th day of February , 2011** was sold to **STATE OF ARIZONA**

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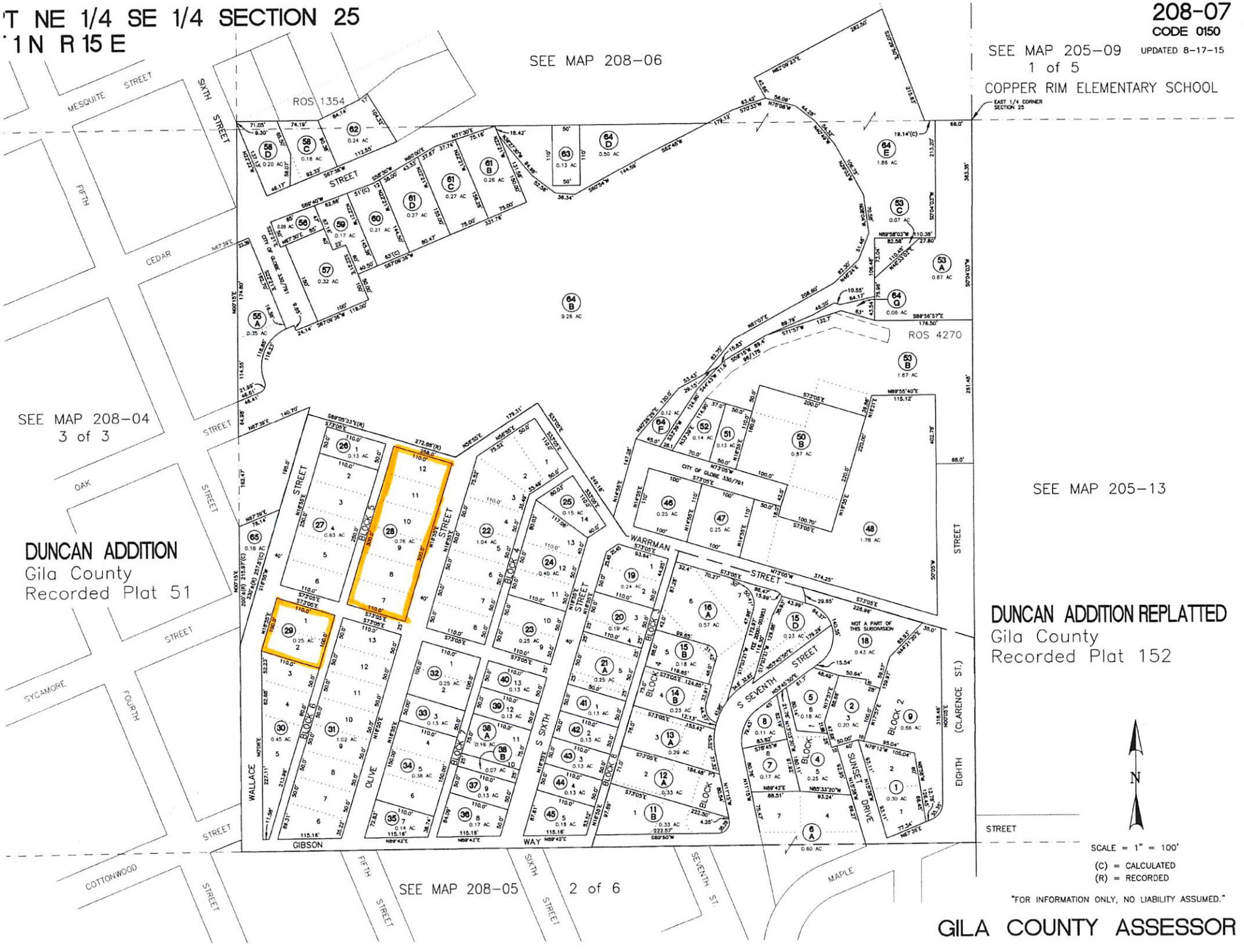
Debora Savage

TREASURER'S OFFICE
Gila County, Arizona


T NE 1/4 SE 1/4 SECTION 25
1 N R 15 E
208-07
CODE 0150
SEE MAP 208-06
SEE MAP 205-09
1 of 5
UPDATED 8-17-15
COPPER RIM ELEMENTARY SCHOOL
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SEE MAP 208-04
3 of 3
SEE MAP 205-13
DUNCAN ADDITION
Gila County
Recorded Plat 51
DUNCAN ADDITION REPLATTED
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CEDAR STREET
OAK STREET
SYCAMORE STREET
FOURTH STREET
COTTONWOOD STREET
WARRMAN STREET
WALLACE STREET
OLIVE STREET
S SIXTH STREET
S SEVENTH STREET
SUNSET DRIVE
EIGHTH (CLARENCE ST.) STREET
GIBSON WAY
MAPLE STREET
SEVENTH ST.
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
CITY OF GLOBE 330/791
NOT A PART OF THIS SUBDIVISION
SEE MAP 208-05
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(C) = CALCULATED
(R) = RECORDED
"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."
GILA COUNTY ASSESSOR

ARF-5844 **Consent Agenda Item 4. I.**

Regular BOS Meeting

Meeting Date: 02/18/2020

Reporting Period: For the month of January 2020

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for January 2020.

Suggested Motion

Approval of the Human Resources Department monthly activity reports for January 2020.

Attachments

HR Summary Report

01/07/20 Human Resources Report

01/14/20 Human Resources Report

01/21/20 Human Resources Report

01/28/20 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
DEPARTURES	**4**	4											
NEW HIRES REGULAR STATUS	**9**	9											
NEW HIRES TEMPORARY STATUS	**2**	2											
END OF PROBATIONARY PERIOD	**10**	10											
DEPARTMENTAL TRANSFERS	**5**	5											
OTHER ACTIONS	**7**	7											
REQUEST TO POST	**4**	4											
Total Transactions	**41**	**41**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

HUMAN RESOURCES ACTION ITEMS
JANUARY 7, 2020

DEPARTURES:

1. Brandon Allinson - Community Services - Community Services Worker - 12/20/19 - Supplemental Nutritional Assistance Program Fund - DOH 06/04/18
2. Saban Mata - Sheriff's Office - Detention Officer - 11/20/19 - General Fund - DOH 03/26/18

NEW HIRES:

3. Evan Schmitz - Health and Emergency Services - Environmental Health Specialist - 02/03/20 - Health Service Fund - Replacing Jennifer Hicklin
4. Clayton Huggins - Sheriff's Office - Detention Officer - 01/06/20 - General Fund - Replacing Mark Joerns

END PROBATIONARY PERIOD:

5. Fernando Morales - Public Works - Road Maintenance and Equipment Operator - 01/14/20 - Public Works Fund

OTHER ACTIONS:

6. David Falquez - Community Services - Temporary Mobile Crew - 01/01/20 - GEST Fund - Arizona minimum wage increase
7. Eric Butler - Community Services - Temporary Mobile Crew - 01/01/20 - GEST Fund - Arizona minimum wage increase
8. Rochelle Madrid - Facilities and Land Management - Custodian - 01/01/20 - Arizona minimum wage increase

HUMAN RESOURCES ACTION ITEMS
JANUARY 14, 2020

NEW HIRES:

1. Victoria Waynick - Superior Court - Calendar Administrator - 01/13/20 - General Fund - Replacing Manuel Lopez
2. Jennifer Fansler - Clerk of Superior Court - Court Clerk - 01/20/20 - General Fund - Replacing Chrystelle Crick
3. Shawnelle Garcia - Clerk of Superior Court - Court Clerk - 01/20/20 - General Fund - Replacing Adriean Rutledge
4. Casey Clifton - Community Development - Zoning and Building Inspector - 01/20/20 - General Fund - Replacing Thomas Piazza

END PROBATIONARY PERIOD:

5. Patricia Valenzuela - Public Works - GIS Technician - 01/28/20 - General Fund
6. Charity Dale - Sheriff's Office - Administrative Clerk - 01/07/20 - General Fund
7. Deeshiaha Jurhs - Sheriff's Office - Accounting Clerk Specialist - 02/04/20 - General Fund
8. Chebel Trimble - Sheriff's Office - Records Clerk - 02/04/20 - General Fund

DEPARTMENTAL TRANSFERS:

9. Joseph Williams - Assessor's Office - From Chief Deputy Assessor - To Assessor - 01/01/20 - General Fund - Replacing Deborah Hughes
10. Adriean Rutledge - Clerk of Superior Court - From Court Clerk - To Court Administrative Assistant - 01/20/20 - General Fund - Replacing Jolene Myers
11. Steven Jensen - Assessor's Office - From Chief Appraiser - Chief Deputy Assessor - 01/01/20 - General Fund - Replacing Joseph Williams

OTHER ACTIONS:

12. Danielle Rocha - Clerk of Superior Court - Court Clerk - 01/02/20 - General Fund - Extending probationary period an additional six months

REQUEST TO POST:

13. Superior Court - Court Case Management System Trainer - Vacated by Danny McKeen

HUMAN RESOURCES ACTION ITEMS
JANUARY 21, 2020

DEPARTURES:

1. Roy Bruno - Probation - Juvenile Detention Officer - 01/07/20 - General Fund - DOH 11/23/15
2. Brenda Dominguez - County Attorney's Office - Legal Secretary Senior - 01/16/20 - General Fund - DOH 11/25/19

NEW HIRES:

3. Michael Wicks - Public Works - Automotive Mechanic - 01/20/20 - Fleet Management Fund - Replacing Rusty Merchant
4. Regina Gregory - Superior Court - Administrative Clerk Senior - 02/03/20 - CASA(.50)/Court Improvement Project(.50) Funds - Replacing Judy Alexander

TEMPORARY HIRES TO COUNTY SERVICES:

5. Samantha Irish - County Attorney's Office - Temporary Administrative Clerk - 01/27/20 - Deferred Prosecution Program Fund - Replacing Maria Cook

END PROBATIONARY PERIOD:

6. Rusty Merchant - Public Works - Vehicle and Equipment Mechanic Senior - 01/28/20 - Public Works Fund
7. Taylor Perez - Health and Emergency Services - Community Health Specialist - 01/22/20 - Community Health Grant Fund

OTHER ACTIONS:

8. Eric Avalos - Sheriff's Office - Deputy Sheriff - 12/23/19 - General Fund - Change in overtime fund

REQUEST TO POST:

9. County Attorney's Office - Legal Secretary - Vacated by Brenda Dominguez

HUMAN RESOURCES ACTION ITEMS
JANUARY 28, 2020

NEW HIRES:

1. Steven Saiz - Public Works - Road Maintenance Worker - 02/03/20 - Public Works Fund - Replacing Fernando Morales

TEMPORARY HIRES TO COUNTY SERVICES:

2. Carol Broeder - Elections - Temporary Administrative Clerk - 01/27/20 - General Fund - Replacing Beverly Hawkins

END PROBATIONARY PERIOD:

3. Jerry Moore - Facilities and Land Management - Building Maintenance Supervisor - 01/22/20 - Facilities Management Fund
4. Israel Juarez - Sheriff's Office - Deputy Sheriff - 02/04/20 - General Fund
5. Jared Osborn - Sheriff's Office - Detention Officer Lt. - 01/23/20 - General Fund

DEPARTMENTAL TRANSFERS:

6. Yvette Hoffman - Payson Justice Court - From Justice Court Clerk Senior - To Justice Court Clerk Lead - 03/02/20 - General Fund - Replacing Cheri Heppler
7. Savannah Barajas - Health and Emergency Services - Administrative Clerk Senior - 01/20/20 - From Health Service Fund - To Immunization(.50)/Private Stock Vaccines(.50) Funds - Replacing Stella Gore

OTHER ACTIONS:

8. Thoreina Hensley - Sheriff's Office - Deputy Sheriff Detective - 12/16/19 - General Fund - Change in overtime fund
9. Andrew Marchesseault - Sheriff's Office - From Deputy Sheriff - To Deputy Sheriff Detective - 02/03/20 - General Fund - Special assignment

REQUEST TO POST:

10. Payson Justice Court - Justice Court Clerk Senior - Vacated by Yvette Hoffman
11. Clerk of Superior Court - Courtroom Clerk Title IV-D - Vacated by Stephanie Perez

ARF-5892 **Consent Agenda Item 4. J.**

Regular BOS Meeting

Meeting Date: 02/18/2020

Reporting Period: January 1, 2020 - January 31, 2020

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the Month of January 2020.

Suggested Motion

Approval of finance reports/demands/transfers for the month of January 2020.

Attachments

Finance Report 01-01-20 to 01-31-20

Finance Reports 01-01-20 to 01-31-20 Voids

*****Gila County*****

Payment Register

From Payment Date: 1/1/2020 - To Payment Date: 1/31/2020

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
Check			
300708	01/02/2020	ALLEN INSTRUMENTS & SUPPLIES	$2,523.51
300709	01/02/2020	Arizona Center for Hand Surgery PC	$28.86
300710	01/02/2020	Arizona Department of Administration	$1,214.41
300711	01/02/2020	ARIZONA WATER COMPANY	$177.24
300712	01/02/2020	Blue 360 Media, LLC	$175.70
300713	01/02/2020	Blueline Services LLC	$663.00
300714	01/02/2020	CenturyLink	$1,388.15
300715	01/02/2020	CenturyLink Business Services	$2,276.50
300716	01/02/2020	Cobre Valley Regional Medical Center	$86.89
300717	01/02/2020	DataBank IMX LLC	$7,297.92
300718	01/02/2020	Empire Machinery	$2,686.78
300719	01/02/2020	Freelance Litigation Solutions	$2,381.55
300720	01/02/2020	Freeman, Michael, L.	$6,454.00
300721	01/02/2020	FUELCO ENERGY LLC	$10,381.57
300722	01/02/2020	Gale	$114.92
300723	01/02/2020	Geiser, Raymond	$14,505.77
300724	01/02/2020	Gila County Government	$2,701.50
300725	01/02/2020	Globe Exterminators	$2,110.00
300726	01/02/2020	GREATER ANESTHESIA SOLUTIONS LLC	$230.77
300727	01/02/2020	HECK, AARON	$150.00
300728	01/02/2020	HENAGER LAW FIRM PLLC	$8,117.37
300729	01/02/2020	HICKLIN, JENNIFER, J	$1,680.00
300730	01/02/2020	Hog Creek Towing & Impound Yard, Inc	$258.00
300731	01/02/2020	Housing Authority Services	$800.00
300732	01/02/2020	HUEY, JULIE	$136.62
300733	01/02/2020	Humane Society of Central Arizona	$3,208.33
300734	01/02/2020	Iron Mountain	$305.29
300735	01/02/2020	JaLin Enterprises Inc.	$554.56
300736	01/02/2020	KING, JOANIE, S	$134.84
300737	01/02/2020	Konica Minolta Business Solutions U.S.A. Inc.	$184.50

Payment Register

From Payment Date: 1/1/2020 - To Payment Date: 1/31/2020

300738	01/02/2020	LAWMAN INVESTIGATIONS LLC	$1,875.18
300739	01/02/2020	Lexis Nexis Matthew Bender	$160.18
300740	01/02/2020	Madera Peak Vista Apartments	$400.00
300741	01/02/2020	Maxim Staffing Solutions	$7,236.00
300742	01/02/2020	McSpadden Ford Inc.	$28,422.90
300743	01/02/2020	Old Main Storage	$351.50
300744	01/02/2020	Ortiz, P.C., Anna , C.	$8,375.00
300745	01/02/2020	PAYSON UNIFIED SCHOOL DISTRICT #10	$1,500.00
300746	01/02/2020	Pinal Mountain Apartments	$805.00
300747	01/02/2020	PITNEY BOWES INC	$37.10
300748	01/02/2020	RENEE KUHN MITIGATION LLC	$4,835.12
300749	01/02/2020	San Carlos Library	$17,135.00
300750	01/02/2020	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	$5,096.48
300751	01/02/2020	ST. PAUL'S UNITED METHODIST CHURCH	$500.00
300752	01/02/2020	Stephen R Jones Attorney at Law, PLLC	$13,208.10
300753	01/02/2020	SUPERION, LLC	$1,301.30
300754	01/02/2020	THE LAW OFFICES OF MICHAEL ZIEMBA	$8,081.02
300755	01/02/2020	Tonto Basin Chamber of Commerce	$25.00
300756	01/02/2020	UNIFIRST CORPORATION	$68.51
300757	01/02/2020	VAUPEL, JOHN, W	$123.27
300758	01/02/2020	VOAKES, DONALD, R	$291.67
300759	01/02/2020	WEST PUBLISHING CORPORATION	$1,403.58
300760	01/02/2020	Esobedo, Jaime	$75.64
300761	01/03/2020	Carolina Software Inc.	$300.00
300762	01/03/2020	CenturyLink	$213.30
300763	01/03/2020	City of Globe	$8,244.72
300764	01/03/2020	Crooked Sky Works	$240.00
300765	01/03/2020	Gila County Government	$15.00
300766	01/03/2020	Hayes Enterprises	$10,000.00
300767	01/03/2020	Jani-Serv, Inc	$4,561.34
300768	01/03/2020	Messinger Payson Funeral Home, Inc.	$25,695.00
300769	01/03/2020	Multitech	$45.00
300770	01/03/2020	Northern Gila County Sanitary District	$555.94

Payment Register

From Payment Date: 1/1/2020 - To Payment Date: 1/31/2020

300771	01/03/2020	Gisela Valley Community Center	$25.00
300772	01/03/2020	Gisela Valley Community Center	$25.00
300773	01/06/2020	SCALES, RAMONA	$347.55
300774	01/07/2020	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	$1,875.00
300775	01/07/2020	BELTRAN, MICHAEL, D	$120.00
300776	01/07/2020	C&M Communications LLC	$170.00
300777	01/07/2020	Cemex Construction Materials South, LLC	$1,746.64
300778	01/07/2020	CenturyLink	$353.09
300779	01/07/2020	Cobre Valley Publishing	$409.20
300780	01/07/2020	Community Bridges, Inc.	$1,000.00
300781	01/07/2020	Deluxe Financial Services	$796.50
300782	01/07/2020	Experian	$32.00
300783	01/07/2020	Fabok, Glinda, S	$1,545.80
300784	01/07/2020	FedEx	$12.02
300785	01/07/2020	Fischione, Mark, A	$30,585.00
300786	01/07/2020	Flores & Clark, LLC	$7,425.00
300787	01/07/2020	Gila County Government	$1,085.00
300788	01/07/2020	Gila Sweeping LLC	$475.00
300789	01/07/2020	Globe Exterminators	$1,115.00
300790	01/07/2020	GreatAmerica Leasing Corporation	$780.10
300791	01/07/2020	Healthcare Medical Waste Services	$84.82
300792	01/07/2020	Heinfeld, Meech & Co., P.C.	$2,700.00
300793	01/07/2020	Integrity Attorney Services, Inc.	$130.00
300794	01/07/2020	Konica Minolta Business Solutions U.S.A. Inc.	$4,666.24
300795	01/07/2020	Law Office of Samantha Sue Elledge, PLLC	$8,951.66
300796	01/07/2020	Law Offices of David W. Bell	$3,122.00
300797	01/07/2020	LBISat LLC	$144.00
300798	01/07/2020	MOORE, PAT	$56.07
300799	01/07/2020	MTE Communications	$146.30
300801	01/10/2020	AMERICAN FAMILY LIFE ASSURANCE COMPANY	$5,018.75
300802	01/10/2020	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	$233,379.54
300803	01/10/2020	ARIZONA STATE RETIREMENT SYSTEM	$169,017.50
300804	01/10/2020	AZCOPS	$13.50

300805	01/10/2020	COLONIAL SUPPLEMENTAL INSURANCE	$6,279.19
300807	01/10/2020	CORP - DISPATCHER	$2,657.62
300808	01/10/2020	CORRECTIONS OFFICER RETIREMENT PLAN	$17,535.50
300809	01/10/2020	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	$18.72
300810	01/10/2020	ELECTED OFFICIALS RETIREMENT PLAN	$18,500.12
300811	01/10/2020	EORP LEGACY	$7,971.88
300812	01/10/2020	FRATERNAL ORDER OF POLICE	$118.08
300813	01/10/2020	GILSBAR FSA	$1,114.33
300814	01/10/2020	GILSBAR HSA	$2,747.07
300815	01/10/2020	GUGLIELMO & ASSOCIATES	$181.34
300816	01/10/2020	IVY FUNDS	$567.50
300817	01/10/2020	JP MORGAN CHASE DOR	$27,964.20
300818	01/10/2020	JP MORGAN CHASE FEDERAL TAX	$73,999.36
300819	01/10/2020	JP MORGAN CHASE FICA EE	$60,198.45
300820	01/10/2020	JP MORGAN CHASE FICA ER	$60,198.45
300821	01/10/2020	JP MORGAN CHASE MEDICARE EE	$14,154.55
300822	01/10/2020	JP MORGAN CHASE MEDICARE ER	$14,154.55
300823	01/10/2020	METLIFE	$340.00
300824	01/10/2020	MODERN WOODMEN OF AMERICA	$7.17
300825	01/10/2020	NATIONWIDE RETIREMENT SOLUTIONS	$4,226.50
300826	01/10/2020	NATIONWIDE RETIREMENT SOLUTIONS	$2,471.63
300827	01/10/2020	NATIONWIDE TRUST Co FBO NRS	$4,375.41
300828	01/10/2020	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	$525.00
300829	01/10/2020	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$69,541.77
300830	01/10/2020	SECURITY BENEFIT GROUP	$1,305.00
300831	01/10/2020	Social Security Administration	$194.89
300832	01/10/2020	SUPPORT PAYMENT CLEARINGHOUSE	$2,539.22
300833	01/10/2020	THUNDERBIRD COLLECTION SPEC INC	$135.92
300834	01/10/2020	UNITED STATES TREASURY	$50.00
300835	01/09/2020	A Foreign Language Service	$350.00
300836	01/09/2020	Advanced Controls Corporation	$359.53
300837	01/09/2020	ADVANTAGE HOME PERFORMANCE INC	$64,107.00
300838	01/09/2020	ALLIANT GAS LLC	$1,820.08

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300839	01/09/2020	ARCHAEOLOGICAL CONSULTING SERVICES LTD	$5,135.60
300840	01/09/2020	ARIZONA PUBLIC SERVICE	$981.23
300841	01/09/2020	ARIZONA STATE PRISON GLOBE	$160.00
300842	01/09/2020	ARIZONA WATER COMPANY	$1,728.41
300843	01/09/2020	AT&T	$53.10
300844	01/09/2020	Atomic Pest Control LLC	$70.50
300845	01/09/2020	AXIS FORENSIC TOXICOLOGY INC	$738.00
300846	01/09/2020	AZTEC ALARMS	$72.00
300847	01/09/2020	BELTRAN, MICHAEL, D	$120.00
300848	01/09/2020	Berumen, Therese, C	$66.75
300849	01/09/2020	C&M Communications LLC	$174.28
300850	01/09/2020	Canyon Country Design Inc	$1,339.00
300851	01/09/2020	CenturyLink	$207.13
300852	01/09/2020	CenturyLink Business Services	$1.13
300853	01/09/2020	Cintas First Aid & Safety	$55.24
300854	01/09/2020	Community Bridges, Inc.	$15,898.83
300855	01/09/2020	Concentra Medical Centers	$198.50
300856	01/09/2020	CorEMR L.C.	$250.00
300857	01/09/2020	DIXON, DAVID	$375.00
300858	01/09/2020	Fiesta Business Products	$321.05
300859	01/09/2020	FUELCO ENERGY LLC	$19,431.93
300860	01/09/2020	Gila County Government	$296.28
300861	01/09/2020	Gisela Valley Community Center	$25.00
300862	01/09/2020	HECK, AARON	$150.00
300863	01/09/2020	Iron Mountain	$304.04
300864	01/09/2020	JC WORDSMITH TRANSLATION & INTERPRETATION INC	$405.00
300865	01/09/2020	KEITH, KENNETH, LEE	$49.40
300866	01/09/2020	Konica Minolta Business Solutions U.S.A. Inc	$491.60
300867	01/09/2020	Language Line Services, Inc.	$24.19
300868	01/09/2020	Law Office of Jonathan L. Warshaw PLLC	$6,979.75
300869	01/09/2020	Law Offices of Daniel Thulin, LLC	$4,000.00
300870	01/09/2020	LexisNexis Risk Solutions	$145.38
300871	01/09/2020	LLEWELLYN, LANA	$83.66

300872	01/09/2020	Montgomery, Diana, G	$12,900.00
300873	01/09/2020	MONTIJO, JUSTIN, D	$400.00
300874	01/09/2020	MOORE, PAT	$56.07
300875	01/09/2020	MOORS, AMANDA	$117.93
300876	01/09/2020	MORSE, SUZANNE, L	$100.00
300877	01/09/2020	Nader, Emily	$30.26
300878	01/09/2020	PAYSON WATER DEPT	$903.18
300879	01/09/2020	PHOENIX INTERNET & WYDEBEAM	$49.99
300880	01/09/2020	Pima County Government	$10.00
300881	01/09/2020	PINAL COUNTY	$5,250.00
300882	01/09/2020	Pleasant Valley Community Medical Center	$150.00
300883	01/09/2020	Printing By George	$248.65
300884	01/09/2020	R&M Repeater	$1,255.85
300885	01/09/2020	RICOH USA INC	$48.81
300886	01/09/2020	RIM COMMUNICATIONS	$2,668.64
300887	01/09/2020	RIPPLE, DENICE	$6,655.85
300888	01/09/2020	SAGUARO DIVING & SPORTS INC	$2,843.31
300889	01/09/2020	San Carlos Apache Tribe	$482.82
300890	01/09/2020	SCALES, GARY, V	$360.45
300891	01/09/2020	SERVICE PLUS INC	$180.00
300892	01/09/2020	Sneezy, Monika, N	$511.76
300893	01/09/2020	SOUTHWEST GAS	$2,718.09
300894	01/09/2020	SPARKLETTS	$1,199.25
300895	01/09/2020	SPOK INC	$15.50
300896	01/09/2020	STANDIFIRD, BARRY	$9,582.05
300897	01/09/2020	State of Arizona	$20.00
300898	01/09/2020	STONE, BARBARA	$518.40
300899	01/09/2020	SUDDENLINK	$92.45
300900	01/09/2020	Tim's Tire , LLC	$525.00
300901	01/09/2020	Town of Hayden	$894.00
300902	01/09/2020	TOWN OF PAYSON	$250.00
300903	01/09/2020	Triplet Mountain Communications, Inc.	$7,948.41
300904	01/09/2020	UNIFIRST CORPORATION	$112.33

300905	01/09/2020	VERIZON WIRELESS	$19,560.10
300906	01/09/2020	WASTE MANAGEMENT OF ARIZONA	$303.37
300907	01/09/2020	Waters Sparkletts of Payson	$90.00
300908	01/09/2020	WHITE, COURTNEY	$400.00
300909	01/09/2020	WILEY, WALTER	$400.00
300910	01/09/2020	WIST OFFICE PRODUCTS COMPANY	$49,931.40
300911	01/09/2020	WOWZA LLC	$4,000.00
300912	01/09/2020	Xcessories Squared Southwest, Inc.	$7,525.89
300913	01/09/2020	Yavapai County Government	$15,000.00
300914	01/09/2020	WYRICK, PERRY	$100.00
300915	01/10/2020	Cable One	$483.99
300916	01/10/2020	CATES, CELENA	$94.34
300917	01/10/2020	CenturyLink	$694.10
300918	01/10/2020	Data Storage Centers, Inc.	$391.75
300919	01/10/2020	Gila County Government	$478.72
300920	01/10/2020	Globe Mobile Home Park	$8.00
300921	01/10/2020	Hillyard INC	$2,026.48
300922	01/10/2020	Konica Minolta Business Solutions U.S.A. Inc.	$36.14
300923	01/10/2020	Laboratory Corporation of America	$873.80
300924	01/10/2020	Matlock Gas & Equipment Company, Inc.	$934.11
300925	01/10/2020	Maxim Staffing Solutions	$6,030.00
300926	01/10/2020	Cook, Michael	$220.00
300927	01/10/2020	France, Andrea	$8.00
300928	01/13/2020	A2 Beeline Auto Glass	$345.00
300929	01/13/2020	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	$1,750.00
300930	01/13/2020	ARIZONA STATE PRISON GLOBE	$910.00
300931	01/13/2020	AXIS FORENSIC TOXICOLOGY INC	$440.00
300932	01/13/2020	Law Office of John S. Perlman, LLC	$1,085.00
300933	01/13/2020	Pueblo Mechanical & Controls, Inc.	$1,281.00
300934	01/13/2020	RIVES, LARRY, LEROY	$279.00
300935	01/13/2020	RUST, KIMBERLY, M	$192.44
300936	01/13/2020	SALT RIVER PROJECT	$246.95
300937	01/13/2020	San Diego Police Equipment Company Inc.	$1,129.05

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300938	01/13/2020	Suddenlink	$1,000.00
300939	01/13/2020	TDS Telecom Service Corporation	$424.62
300940	01/13/2020	TELECHECK INTERNATIONAL, INC	$90.00
300941	01/13/2020	Tim's Tire , LLC	$25.00
300942	01/13/2020	UNIFIRST CORPORATION	$80.02
300943	01/13/2020	Waters Sparkletts of Payson	$15.00
300944	01/13/2020	Waugh PSY.D PLLC , Gregory	$1,350.00
300945	01/13/2020	WE TIP INC	$1,900.00
300946	01/13/2020	WRIGHT, TIMOTHY	$440.55
300947	01/13/2020	ABI MULTIFAMILY	$8.00
300948	01/13/2020	WILLIAMS, ZINMAN & PARHAM	$5.00
300949	01/14/2020	Bose Public Affairs Group	$800.00
300950	01/14/2020	CBI Security Service	$14,522.26
300951	01/14/2020	CenturyLink	$759.23
300952	01/14/2020	CenturyLink Business Services	$15,712.56
300953	01/14/2020	Chambers, Bryan, B	$169.20
300954	01/14/2020	DCR SERVICES & CONSTRUCTION INC	$4,554.76
300955	01/14/2020	Dease, Iona	$4,860.00
300956	01/14/2020	Dell Marketing LP	$3,466.60
300957	01/14/2020	Digital Imaging Systems, LLC	$106.91
300958	01/14/2020	DLT Solutions	$5,024.85
300959	01/14/2020	Emily Danies Attorney at Law, LLC	$6,576.41
300960	01/14/2020	Fabok, Glinda, S	$138.93
300961	01/14/2020	FedEx	$44.47
300962	01/14/2020	Globe Rotary Club	$500.00
300963	01/14/2020	Hayden-Winkelman Little League	$350.00
300964	01/14/2020	Huddleston, James, E	$470.00
300965	01/14/2020	HUEY, JULIE	$102.35
300966	01/14/2020	Interstate Copy Shop	$75.81
300967	01/14/2020	Kabel, Gabriele	$63.19
300968	01/14/2020	Konica Minolta Business Solutions U.S.A., Inc.	$378.97
300969	01/14/2020	LaForge Towing	$151.00
300970	01/14/2020	Matlock Gas & Equipment Company, Inc.	$1,921.79

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300971	01/14/2020	MCLARTY, ROBERT, G	$289.68
300972	01/14/2020	Nelson, Timothy	$6,979.00
300973	01/14/2020	Ostrom, Janet	$30.00
300974	01/14/2020	AEGIS INSURANCE ASSOCIATES LLC	$6,908.00
300975	01/14/2020	THE ARCHITECTURE COMPANY	$3,000.00
300976	01/15/2020	ARIZONA COUNTIES WORKERS COMPENSATION POOL	$135,028.07
300977	01/17/2020	BELTRAN, MICHAEL, D	$120.00
300978	01/17/2020	Berumen, Therese, C	$16.91
300979	01/17/2020	BOYSE, ASHLEY	$75.00
300980	01/17/2020	Burk, Steven, E	$5,749.75
300981	01/17/2020	Buzan, Malissa, A	$88.41
300982	01/17/2020	Byrum, Susan, K	$22.40
300983	01/17/2020	CenturyLink	$605.16
300984	01/17/2020	Chernov, Teresa	$30.00
300985	01/17/2020	Christina Apartments	$153.00
300986	01/17/2020	City of Globe	$184.84
300987	01/17/2020	Cobre Valley Regional Medical Center	$27.50
300988	01/17/2020	Dollywood Foundation	$3,586.91
300989	01/17/2020	Freeport-McMoran Miami Inc.	$1.00
300990	01/17/2020	FUELCO ENERGY LLC	$19,884.64
300991	01/17/2020	Gale	$147.78
300992	01/17/2020	Griffin's Propane	$1,074.22
300993	01/17/2020	Grossman & Grossman, Ltd.	$715.00
300994	01/17/2020	Hillyard-Flagstaff	$664.03
300995	01/17/2020	Holiday Hills MHP	$325.00
300996	01/17/2020	International Association of Assessing Officers	$240.00
300997	01/17/2020	Jani-Serv, Inc	$4,561.34
300998	01/17/2020	JCG Technologies, Inc	$1,578.67
300999	01/17/2020	Konica Minolta Business Solutions U.S.A. Inc	$271.68
301000	01/17/2020	Lemke, Terrence	$400.00
301001	01/17/2020	Marshall & Swift / Boeckh, LLC	$1,640.70
301002	01/17/2020	Matlock Gas & Equipment Company, Inc.	$737.84
301003	01/17/2020	McCreary Group	$455.40

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301004	01/17/2020	Messinger Payson Funeral Home, Inc.	$4,945.00
301005	01/17/2020	NORTHPOINTE INC	$1,194.00
301006	01/17/2020	CPM Corporation	$36.00
301007	01/17/2020	Jones, Melinda	$8.00
301008	01/21/2020	Blue 360 Media, LLC	$117.13
301009	01/21/2020	CenturyLink	$173.96
301010	01/21/2020	Chambers, Bryan, B	$144.20
301011	01/21/2020	Chernov, Teresa	$45.00
301012	01/21/2020	Cobre Valley Regional Medical Center	$2,991.42
301013	01/21/2020	Copper State Sanitation	$600.00
301014	01/21/2020	Crooked Sky Works	$240.00
301015	01/21/2020	Dell Marketing LP	$4,016.60
301016	01/21/2020	Election Systems & Software	$50,542.97
301017	01/21/2020	F.A.M.E. FOUNDATION	$4,500.00
301018	01/21/2020	GAYLE, DANIEL	$100.00
301019	01/21/2020	Gila House Inc	$529.51
301020	01/21/2020	Green Valley Apartments	$286.00
301021	01/21/2020	Holiday Hills MHP	$575.00
301022	01/21/2020	Kenz & Leslie of Arizona, Inc.	$188.84
301023	01/21/2020	Office Depot	$318.73
301024	01/21/2020	Advanced Controls Corporation	$8,230.01
301025	01/21/2020	Affilion of Cobre Valley PLLC	$229.45
301026	01/21/2020	ALIOTO, JANINE, V	$129.06
301027	01/21/2020	Aqua-Serv Engineers, Inc.	$125.00
301028	01/21/2020	ARCHITEKTON, INC.	$4,600.00
301029	01/21/2020	Arizona Association of Superior Court Clerks	$150.00
301030	01/21/2020	ARIZONA COUNTIES INSURANCE POOL	$1,774.70
301031	01/21/2020	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	$2,000.00
301032	01/21/2020	ARIZONA PUBLIC SERVICE	$4,857.03
301033	01/21/2020	ARIZONA WATER COMPANY	$66.30
301034	01/21/2020	AZTEC ALARMS	$264.00
301035	01/21/2020	Cobre Valley Publishing	$28.40
301036	01/21/2020	PAYNE, DWIGHT	$82.85

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301037	01/21/2020	Payson Roundup	$1,465.01
301038	01/21/2020	PINAL COUNTY	$19,479.33
301039	01/21/2020	Pinal Mountain Foundation for Higher Education Inc	$1,000.00
301040	01/21/2020	Pinal Mountain Foundation for Higher Education Inc	$1,000.00
301041	01/21/2020	PIONEER TITLE AGENCY INC	$125.00
301042	01/21/2020	PITNEY BOWES INC	$44.60
301043	01/21/2020	Postnet	$32.88
301044	01/21/2020	Quality Pumping	$180.61
301045	01/21/2020	R&M Repeater	$727.62
301046	01/21/2020	REDMOND, JEANNETTE	$115.27
301047	01/21/2020	Right Away Disposal	$284.00
301048	01/21/2020	RUTHERFORD, NANCY, KAY	$53.40
301049	01/21/2020	Samaritan Veterinary Center	$2,047.34
301050	01/21/2020	SKAGGS, AUSTIN	$15.00
301051	01/21/2020	Southland Medical LLC	$777.89
301052	01/21/2020	SPARKLETTS	$1,495.25
301053	01/21/2020	State of Arizona	$117,767.00
301054	01/21/2020	State of Arizona	$1,815.00
301055	01/21/2020	State of Arizona	$43.00
301056	01/21/2020	STERICYCLE,INC.	$105.00
301057	01/21/2020	Suddenlink	$1,488.01
301058	01/21/2020	Swiss VIllage Self Storage	$144.00
301059	01/21/2020	TASC INC	$1,514.30
301060	01/21/2020	TDS Telecom Service Corporation	$112.57
301061	01/21/2020	The University of Arizona	$17,500.00
301062	01/21/2020	THYSSENKRUPP ELEVATOR CORPORATION	$737.47
301063	01/21/2020	TIOGA ENERGY, INC	$2,475.82
301064	01/21/2020	TONTO BASIN SANITATION WASTE LLC	$110.00
301065	01/21/2020	TRIMBLE, KALEN	$72.09
301066	01/21/2020	Trinity Services Group, Inc.	$30,241.87
301067	01/21/2020	Tyler Technologies, Inc.	$560.00
301068	01/21/2020	UNIFIRST CORPORATION	$327.17
301069	01/21/2020	Universal Police Supply Co.	$1,275.92

301070	01/21/2020	US Imaging Inc.	$1,884.00
301071	01/21/2020	US POSTAL SERVICE POSTAGE BY PHONE	$3,257.00
301072	01/21/2020	USDA FOREST SERVICE	$2,506.00
301073	01/21/2020	VAUPEL, JOHN, W	$120.15
301074	01/21/2020	Waters Sparkletts of Payson	$97.50
301075	01/21/2020	WEST PUBLISHING CORPORATION	$3,000.56
301076	01/21/2020	Western Technologies Inc.	$2,547.52
301077	01/21/2020	Wilson Investigative Services	$400.00
301078	01/21/2020	WYRICK, PERRY	$100.00
301079	01/21/2020	PROVEST	$5.00
301080	01/21/2020	STUYVESANT, MARK	$8.00
301081	01/22/2020	CORP - AOC	$17,000.86
301082	01/22/2020	BECK, JOSHUA	$186.46
301083	01/22/2020	CenturyLink	$390.52
301084	01/22/2020	Cobre Valley Publishing	$306.90
301085	01/22/2020	Cobre Valley Regional Medical Center	$1,599.49
301086	01/22/2020	Cobre Valley Regional Medical Center	$405.11
301087	01/22/2020	CROWN CASTLE	$528.49
301088	01/22/2020	Dell Marketing LP	$11,863.05
301089	01/22/2020	Diamond M Dental Assoc.	$264.80
301090	01/22/2020	Election Systems & Software	$1,366.43
301091	01/22/2020	Empire Southwest LLC	$5,575.52
301092	01/22/2020	Gale	$51.44
301093	01/22/2020	Gila County Government	$191,661.67
301094	01/22/2020	Huddleston, James, E	$330.00
301095	01/22/2020	Law Offices of Harriette P. Levitt, PLLC	$2,020.00
301096	01/22/2020	McKesson Medical Surgical	$345.93
301097	01/22/2020	Mountain Retreat Builders, LLC	$7,250.00
301099	01/24/2020	AMERICAN FAMILY LIFE ASSURANCE COMPANY	$5,018.75
301100	01/24/2020	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	$237,028.19
301101	01/24/2020	ARIZONA STATE RETIREMENT SYSTEM	$171,400.37
301102	01/24/2020	AZCOPS	$13.50
301103	01/24/2020	COLONIAL SUPPLEMENTAL INSURANCE	$6,279.19

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301104	01/24/2020	CORP - AOC	$17,350.62
301105	01/24/2020	CORP - DISPATCHER	$2,374.51
301106	01/24/2020	CORRECTIONS OFFICER RETIREMENT PLAN	$16,191.26
301107	01/24/2020	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	$18.72
301108	01/24/2020	ELECTED OFFICIALS RETIREMENT PLAN	$16,673.72
301109	01/24/2020	EORP LEGACY	$7,976.08
301110	01/24/2020	FRATERNAL ORDER OF POLICE	$118.08
301111	01/24/2020	GILSBAR FSA	$1,114.33
301112	01/24/2020	GILSBAR HSA	$2,747.07
301113	01/24/2020	GUGLIELMO & ASSOCIATES	$181.34
301114	01/24/2020	IVY FUNDS	$567.50
301115	01/24/2020	JP MORGAN CHASE DOR	$26,980.42
301116	01/24/2020	JP MORGAN CHASE FEDERAL TAX	$69,772.00
301117	01/24/2020	JP MORGAN CHASE FICA EE	$58,917.64
301118	01/24/2020	JP MORGAN CHASE FICA ER	$58,917.64
301119	01/24/2020	JP MORGAN CHASE MEDICARE EE	$13,854.98
301120	01/24/2020	JP MORGAN CHASE MEDICARE ER	$13,854.98
301121	01/24/2020	METLIFE	$340.00
301122	01/24/2020	MODERN WOODMEN OF AMERICA	$7.17
301123	01/24/2020	NATIONWIDE RETIREMENT SOLUTIONS	$4,726.50
301124	01/24/2020	NATIONWIDE RETIREMENT SOLUTIONS	$2,471.63
301125	01/24/2020	NATIONWIDE TRUST Co FBO NRS	$3,914.91
301126	01/24/2020	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	$507.50
301127	01/24/2020	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$61,283.80
301128	01/24/2020	SECURITY BENEFIT GROUP	$1,305.00
301129	01/24/2020	Social Security Administration	$194.89
301130	01/24/2020	SUPPORT PAYMENT CLEARINGHOUSE	$2,539.22
301131	01/24/2020	THUNDERBIRD COLLECTION SPEC INC	$135.92
301132	01/24/2020	UNITED STATES TREASURY	$50.00
301133	01/24/2020	BELTRAN, MICHAEL, D	$120.00
301134	01/24/2020	Bernays, Michael, B	$7,673.00
301135	01/24/2020	Bulman Family Funeral Services	$450.00
301136	01/24/2020	Center Ridge Apartments LLLP	$722.00

Payment Register

From Payment Date: 1/1/2020 - To Payment Date: 1/31/2020

301137	01/24/2020	CenturyLink	$727.70
301138	01/24/2020	CenturyLink Business Services	$2,302.54
301139	01/24/2020	Cintas First Aid & Safety	$50.17
301140	01/24/2020	CNS Business Forms, Inc.	$18,454.52
301141	01/24/2020	Debrigida Law Offices PLLC	$6,880.00
301142	01/24/2020	Dell Marketing LP	$2,333.54
301143	01/24/2020	Diversified Solutions	$60.00
301144	01/24/2020	DIXON, DAVID	$245.03
301145	01/24/2020	DJ's Companies, Inc.	$405.41
301146	01/24/2020	Earthquest Plumbing, Inc.	$420.00
301147	01/24/2020	France , John, R	$561.85
301148	01/24/2020	Freelance Litigation Solutions	$2,101.50
301149	01/24/2020	FUELCO ENERGY LLC	$18,151.32
301150	01/24/2020	GUILD CONSULTING LLC	$20,000.00
301151	01/24/2020	HECK, AARON	$550.00
301152	01/24/2020	HENAGER LAW FIRM PLLC	$5,605.42
301153	01/24/2020	Integrity Attorney Services, Inc.	$158.90
301154	01/24/2020	JaLin Enterprises Inc.	$1,502.64
301155	01/24/2020	JCG Technologies, Inc	$760.00
301156	01/24/2020	Laboratory Corporation of America	$566.00
301157	01/24/2020	Lamont Mortuary of Globe	$1,612.91
301158	01/24/2020	LAWMAN INVESTIGATIONS LLC	$959.00
301159	01/24/2020	Matlock Gas & Equipment Company, Inc.	$496.17
301160	01/24/2020	MCI Communication Services, Inc.	$34.73
301161	01/24/2020	MONTIJO, JUSTIN, D	$400.00
301162	01/24/2020	Old Main Storage	$200.00
301163	01/24/2020	ORNELAS, CASSIE, L	$170.44
301164	01/27/2020	A2 Beeline Auto Glass	$1,708.09
301165	01/27/2020	Action Automotive & Towing LLC	$219.00
301166	01/27/2020	AHCCCS	$956.05
301167	01/27/2020	ARIZONA DEPARTMENT OF ECONOMIC SECURITY	$5,081.68
301168	01/27/2020	ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST	$494,590.00
301169	01/27/2020	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	$1,837.50

Payment Register

From Payment Date: 1/1/2020 - To Payment Date: 1/31/2020

301170	01/27/2020	ARIZONA PUBLIC SERVICE	$243.93
301171	01/27/2020	ARIZONA STATE PRISON GLOBE	$485.00
301172	01/27/2020	Arizona Supreme Court	$750.00
301173	01/27/2020	AT&T	$10.45
301174	01/27/2020	Atomic Pest Control LLC	$70.50
301175	01/27/2020	Law Office of John S. Perlman, LLC	$1,190.00
301176	01/27/2020	PERSONNEL SAFETY	$136.09
301177	01/27/2020	Pine-Strawberry Water Improvement District	$69.50
301178	01/27/2020	Queen Creek Law Firm	$2,154.00
301179	01/27/2020	RIPPLE, DENICE	$2,258.90
301180	01/27/2020	SANOFI PASTEUR INC	$1,186.45
301181	01/27/2020	SD Crane Builders Inc.	$85,999.54
301182	01/27/2020	SERVICE PLUS INC	$175.50
301183	01/27/2020	SHRED IT USA LLC	$268.14
301184	01/27/2020	SOUTHWEST GAS	$1,694.19
301185	01/27/2020	Stanley Convergent Security Solutions, Inc	$150.97
301186	01/27/2020	TDS Telecom Service Corporation	$201.12
301187	01/27/2020	The Higgins Law Group PLLC	$1,969.50
301188	01/27/2020	THE LAW OFFICES OF MICHAEL ZIEMBA	$8,148.09
301189	01/27/2020	TONTO SILK SCREEN & EMBROIDERY	$2,805.43
301190	01/27/2020	Town of Hayden	$1,280.00
301191	01/27/2020	UNIFIRST CORPORATION	$232.87
301192	01/27/2020	US Imaging Inc.	$278.92
301193	01/27/2020	Waters Sparkletts of Payson	$184.00
301194	01/27/2020	WEST PUBLISHING CORPORATION	$10,644.13
301195	01/27/2020	WHITE, COURTNEY	$400.00
301196	01/27/2020	WILEY, WALTER	$600.00
301197	01/27/2020	Yavapai County Government	$5,500.00
301198	01/27/2020	MARY WHITIS	$1,117.83
301199	01/28/2020	HENSLEY, THOREINA	$25.00
301200	01/28/2020	BELTRAN, MICHAEL, D	$127.50
301201	01/28/2020	CenturyLink	$508.44
301202	01/28/2020	Dell Marketing LP	$14,962.11

Payment Register

From Payment Date: 1/1/2020 - To Payment Date: 1/31/2020

301203	01/28/2020	Empire Machinery	$7,772.71
301204	01/28/2020	FUELCO ENERGY LLC	$11,549.96
301205	01/28/2020	Gale	$71.84
301206	01/28/2020	Geiser, Raymond	$15,205.77
301207	01/28/2020	GlaxoSmithKline	$6,048.01
301208	01/28/2020	JaLin Enterprises Inc.	$834.80
301209	01/28/2020	Johnson, Robert, J	$100.00
301210	01/28/2020	Kimley-Horn & Associates, Inc.	$7,012.06
301211	01/28/2020	L-TRON CORPORATION	$11,226.56
301212	01/28/2020	Laboratory Corporation of America	$177.18
301213	01/28/2020	LAFORGE, EARL, D	$100.00
301214	01/28/2020	Maxim Staffing Solutions	$16,080.00
301215	01/28/2020	McCreary Group	$92.40
301216	01/28/2020	Merck Sharp & Dohme Corp.	$3,328.79
301217	01/28/2020	Messinger Payson Funeral Home, Inc.	$7,590.00
301218	01/28/2020	MONTIJO, JUSTIN, D	$150.00
301219	01/28/2020	MORSE, SUZANNE, L	$75.00
301220	01/29/2020	Tonto Basin Chamber of Commerce	$25.00
301221	01/29/2020	Town of Miami	$27,200.00
301222	01/29/2020	VERIZON WIRELESS	$19,826.86
301223	01/29/2020	VOAKES, DONALD, R	$291.67
Type Check Totals:			$3,899,304.01

JP Morgan AP - JP Morgan Accounts Payable Totals

*****Gila County*****

Payment Register

From Payment Date: 1/1/2020 - To Payment Date: 1/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
Check							
300800	01/09/2020	Voided	Ach Direct Deposit	01/09/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	$645,806.55
300806	01/10/2020	Voided	Reissue due to error	01/22/2020	Accounts Payable	CORP - AOC	$17,675.94
301098	01/23/2020	Voided	Ach Direct Deposit	01/23/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	$632,368.60
Type Check Totals:					3 Transactions		$1,295,851.09
JP Morgan AP - JP Morgan Accounts Payable Totals							

ARF-5890 **Consent Agenda Item 4. K.**

Regular BOS Meeting

Meeting Date: 02/18/2020

Reporting Period: Report for County Manager Approved Contracts Under $50,000.00 for the month January 2020

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for County Manager Approved Contracts Under $50,000 for the month of January 2020.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the month of January 2020.

Attachments

Under $50K Report for January

Letter of Agreement with Diversified Solutions

Amendment No. 1 to Professional Services Contract No. 100218 with New Edge Services, LLC

Amendement No. 2 to Professional Services Contract No. 010218 with Michael Bryan, MD FACOG

Agreement No. 42896CONSVR

Amendment No. 1 to Professional Services Contract No. 112817 with John Perlman, Attorney at Law

Professional Services Contract No. 012320-1 with FlexibillT Solutions

Amendment No. 2 to Service Agreement No. 101018

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

January 01, 2020 to January 31, 2020

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Diversified Solutions	Occupational Health Services	$500.00	01-01-20 to 12-31-20	01-08-20	Option to Renew	Employment and Pre-Employment Drug Testing.
3	New Edge Services	Amendment NO. 1 to Professional Services Contract NO. 100818 Assessor's Office	$25,000.00	11-27-19 to 11-26-20	01-08-20	Option to Renew	Amendment No. 1 will extend the contract from November 27, 2019 to November 26, 2020; and decrease the dollar amount by $4,000.00. To maintain parcel boundary records in the county ESRI/GIS layer.
4	Michael Bryan MD FACOG	Amendment No. 2 to Professional Services Contract No. 010218	$13,800.00	01-01-20 to 12-31-20	01-09-20	Option to Renew	Amendment No. 2 will serve to extend the term of the contract from January 1, 2020 to December 31, 2020, further, Amendment No. 2 will serve to increase the dollar amount of the contract. Medical Director coverage of the Health Department.
5	HOV Services	Support and Maintenance Agreement 42123CONSVR Recorder's Office	$959.00	01-18-20 to 01-17-21	01-29-20	Option to Renew	Support and maintenance agreement for the Minolta RP603Z Microfilm Reader Printer, and Minolta FC5 Fiche Carrier. A microfilm reader for the Recorder's Office.

January 01, 2019 to January 31, 2019

6	John Perlman, Attorney at Law	Amendment No. 1 to Professional Services Contract No. 112817	$25,000.00	01-29-20 to 01-21-21	01-29-20	Option to Renew	Mr. Perlman would serve as an independent contractor as Attorney for the Gila County Public Fiduciary and be responsible for generating pleadings pertinent to Guardianship, Conservatorship and Probate matters.
7	FlexibillT Solutions	Professional Services Contract No. 012320-1	$34,900.00	01-31-20 to 06-30-20	01-31-201	Option to Renew	GCPHD proposes to build a scalable mobile application that extends to IOS, RIM,01-29-20 Nokia, Windows Mobil and Android Devices. This app will be web based, scaled and packaged to be launched onto the selected mobile devices. We welcome the opportunity to build a cutting=edge mobile platform and deploy to market a mobile app for Gila County Public health (similar to the Gila County Sheriff's office Ap), designed to drive customer retention and increase customer satisfaction and experience when visiting our local health department for immunizations/vaccinations and other services. Initial focus is on Immunizations/shot records (with cloud=based storage) or other web ap ideas that would be sufficient without requiring HIPPA privacy protocols.
8	C & M Communications, LLC	Amendment No. 2 to Service Agreement No. 101018	$10,000.00	11-01-19 to 10-31-20	1-31--20	Option to Renew	Amendment No. 2 will serve to increase the dollar amount of the contract by $5,000 for a contract amount not to exceed $10,000.00 Dispatch is having significant issues with the Dispatch Center in Globe, that we need to adjust the radios and consoles as soon as possible. They would start in the Radio room and adjust them accordingly. The Sheriff's Office wishes to have a Blanket Purchase Order in place for any future issues that may come up in the future.

EXECUTIVE SUMMARY FORM

Contract Name: Occupational Health Services Contract No.: _____

Statement of Purpose and Need (3-5 Sentences) Employment and Pre-Employment Drug Testing

Contract End Date: 01-01-20 to 12-31-20

Renewal Option: ☒ Yes ☐ No

Maximum Dollar Limit: $500.00

Contract Information

Firm Name: Diversified Solutions Contact Person: Mary Jo Oft

Address: 1107 S. Beeline Suite 4 Phone No: 928-472-3388

City: Payson State: AZ Fax: _____ Email: mjoft@diversified-solutions.com

Fund: General Fund/Probation/Professional services Drug testing expense--employee

Fund Code: 1005.335.4210.56

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Date Sent for Legal Review: _____ Date Returned: _____

Special Notes:

Remaining budget $397.50

Diversified
Solutions

Letter of Agreement

Dear Pam,

Thank you for your recent inquiry for Occupational Health services. Diversified Solutions provides coordination and administration for a variety of employer-requested services relating to health and safety in the workplace.

Listed below are the services and their associated fees that you have requested. Please review them, complete the requested information, and sign on the appropriate signature lines. This will initiate the services you have requested. You will be invoiced monthly for any services provided. Payment is due by the 15th of the month. Late charges and finance fees will apply to unpaid balances over 30 days.

Requested Services	**Fees**
Non-DOT 7 Panel Urine Drug Screen Collection, Laboratory Analysis, & Report	$65.00
Other than Negative Confirmation and MRO Service per substance being confirmed	$100.00
Non-DOT EBT – Evidential Breath Test for Alcohol	$35.00
Non-DOT EBT - Positive Confirmation Test	$25.00

Billing Information:

Contact: **Sylvia Hernandez**
Print Name

Contact Phone: **928-402-4437**

Fax: **928-402-0519**

Billing Address: **1400 E Ash Street**

Globe AZ 85501
City State Zip

Person authorized to receive drug/alcohol screening results: _Sylvia Hernandez

Phone:_ 928-402-4437

Confidential Fax: 928-402-0519

Diversified
Solutions

Signature Page

The services and associated fees listed in this *Letter of Agreement* have been requested and authorized by:

Diversified **Solutions**	**Gila County Probation**
1107 S. Beeline Suite. 4	
Payson, Arizona 85541	
928-472-3388	928-402-4257
Phone	Phone
Mary Jo Oft	**James Menlove**
Print Name	Print Name
Vice President	**County Manager**
Title	Title
12-24-2019	1-8-20
Date	Date
Mary Jo Oft	James Menlove
Signature	**Signature**

Please complete information and fax to: 928-472-4364

EXECUTIVE SUMMARY FORM

Contract Name: GIS Mapping Services Contract No.: 100818

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will extend the contract from November 27, 2019 to November 26, 2020; and decrease the dollar amount by $4,000.00. To maintain parcel boundary records in the county ESRI/GIS layer.

Contract End Date: 11-27-19 to 11-26-20

Renewal Option: ☒ Yes ☐ No

Maximum Dollar Limit: Amendment No. 1 <$4,000 new contract amount $25,000.00

Contract Information

Firm Name: New Edge Services, LLC Contact Person: Brad Dougherty

Address: 9191 Kyser Way, Suite 103 Phone No:

City: State: AZ Fax: Email: bdougherty@newedgeservices.com

Fund: General Fund/Assessor/Professional Services Other

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Fund Code: 1005.221.4210.99

Date Sent for Legal Review: Date Returned:

Special Notes:

AMENDMENT NO. 1 to PROFESSIONAL SERVICES CONTRACT NO. 100818

The following amendments are hereby incorporated into the agreement for the below project

GIS MAPPING SERVICES

ASSESSOR'S OFFICE

Effective November 27, 2018 Gila County and New Edge Services, LLC entered into a contract whereby New Edge Services, LLC agreed to provide GIS Mapping Services.

Professional Services Contract No. 100818 will expire on November 26, 2019. **Per Article 15-Term,** Gila County shall have the sole option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 1 to Professional Services Contract No. 100818, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term.

Further, Amendment No. 1 will serve to decrease the dollar amount of the Amendment by Four Thousand dollars and 00/100's ($4,000.00) for a contract amount of not to exceed Twenty-Five Thousand dollars and 00/100's ($25,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 27, 2019 to November 26, 2020 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, 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 8th day of January, 2020.

GILA COUNTY:

James Menlove, County Manager

Date: 1.8.20

NEW EDGE SERVICES, LLC

Signature

01/02/2020

Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Medical Consulting Services **Contract No.:** 010218

Statement of Purpose and Need (3-5 Sentences) Amendment No. 2 will serve to extend the term of the contract from January 1, 2020 to December 31, 2020, further, Amendment No. 2 will serve to increase the dollar amount of the contract. Medical Director coverage of the Health Department.

Contract End Date: 01-01-~~19~~ 20 to 12-31-~~19~~ 20

Renewal Option: ☒ Yes ☐ No

Maximum Dollar Limit: Amendment No. 2 $3,000.00 new contract amount $13,800.00

Contract Information

Firm Name: Michael Bryan, M.D. FACOG **Contact Person:** Michael Bryan

Address: 855 S Verde Lane **Phone No:** 623-256-4527

City: Globe **State:** AZ **Fax:** _____ **Email:** mbryan@cvrmc.org

Fund: Health Service Fund/Health/Insurance Malpractice 1008.404.4280.60

Fund Code: Multiple Codes-See Contract Request Form

Type of Funds:
- ☐ Restricted
- ☐ Grant
- ☐ General Fund
- ☐ Other

Date Sent for Legal Review: _____ **Date Returned:** _____

Special Notes:

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 010218

The following amendments are hereby incorporated into the contract documents for the below stated project:

MEDICAL CONSULTING SERVCES

MICHAEL BRYAN, MD FACOG

Effective January 22, 2018, Gila County and Michael Bryan, MD FACOG entered into a contract whereby Michael Bryan, MD FACOG agreed to provide Medical Consulting Servces.

Amendment No. 1 to Professional Services Contract No. 010218, was executed on January 30, 2019 to allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from January 01, 2019 to December 31, 2019; and to remove from the contract the language "**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."

Professional Services Contract No. 010218 expired on December 31, 2019. Per Article XI-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 2 to Professional Services Contract No. 010218, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from January 01, 2020 to December 31, 2020.

Further, Amendment No. 2 to Professional Services Contract No. 010218 will serve to increase the contract amount by an amount of Three Thousand dollars and 00/100's (3,000.00).

The Consultant will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the January 01, 2020 to December 31, 2020 exceed $13,800.00 without prior written agreement of the County.

Consequently, the contract is amended to extend the term of the contract from January 01, 2020 to December 31, 2020; and to increase the contract amount by $3,000.00 for a new total contract amount of not to exceed Thirteen Thousand Eight Hundred dollars and 00/100's ($13,800.00).

All other terms and conditions of the original contract shall remain in full force and affect during the January 01, 2020 to December 31, 2020 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, 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 9th day of January, ~~2019.~~ 2020

GILA COUNTY:

James Menlove, County Manager

Date: 1.9.20

MICHAEL BRYAN, MD FACOG

Signature

Michael BRYAN MD FACOG

Print Name

exela TECHNOLOGIES
Exela Technologies Company

Support and Maintenance Agreement

12/17/2019

Customer: Gila County Recorder

Installation Location
GILA COUNTY
GILA COUNTY RECORDER
1400 E. ASH STREET
GLOBE, AZ 85501

SADIE JO BINGHAM 928 402 8740

Description

Agreement #:	42896CONSVR
Type:	Premium Hardware
Amount:	$959.00
Effective:	1/18/2020 through 1/16/2021
Payment Terms:	Annual

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components

Description	Tag #	Serial #
MINOLTA RP603Z MICROFILM READER PRINTER	10614-18040	31011017
MINOLTA FC5 FICHE CARRIER		6119679

Covered Services

On-Site Support/Labor
Parts
Phone Support

Unlimited Service Calls Allowed
Includes 1 Scheduled Preventive Maintenance Call(s)

Notes or Considerations
THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF A.R.S. 38-511
Attachment "A" by mention made a binding part of this agreement.

Service Location: 18040
Your Purchase Order Number
Customer Code:CUS01168

Signature: James Menlove
P.O. Date: TBD
Date: 1-29-2020

Printed Name: James Menlove
Title: County Manager

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.
By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.

RETURN TO
HOV Services - Service Administration
9659 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396
Fax: 713-957-4858

Signature
Authorized HOV Services Representative

Date 12-17-2019

Ver 2.7

12-17-19

LEGAL – APPROVED AS TO FORM
Rhonda Erwin

Terms and Conditions

1. HOV Services, Inc. will provide the customer ("Customer") listed on page one of this Support and Maintenance Agreement ("Agreement") technical support and maintenance services for the covered components (described on page one of this Agreement) subject to the terms and conditions described herein. This Agreement shall cover: support and maintenance service calls requested by Customer except for those specified herein; all labor charges except for those specifically mentioned herein; and parts except for those specifically mentioned herein. HOV Services, Inc. will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services, Inc. and Customer observed holidays, unless otherwise specified on page one under covered services.

2. HOV Services, Inc. shall diagnose and repair problems relative to the covered components. Customer shall promptly inform HOV Services, Inc. of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of Customer and HOV Services, Inc.. HOV Services, Inc. shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this Agreement as identified in the covered services section on page one of this Agreement according to the manufacturer's specifications, and the Customer's usage requirements. This Agreement may also be limited to the number of on-site service calls performed during the term of the Agreement as specified in the covered services section on page one. HOV Services, Inc. shall provide support and maintenance to Customer on a timely basis and in a professional manner.

3. Special Conditions for Service Agreements Covering Equipment and Hardware

3.1 This Agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Flats, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. HOV Services, Inc. will not be responsible for installing such items or damages incurred by not installing such items as required.

3.2 Standard Hardware Support and Maintenance Agreement. HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator pads, pick /feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced by HOV Services, Inc. at the manufacturer's recommended intervals or as needed, and invoiced to Customer at current HOV Services, Inc. pricing.

Premium Hardware Support and Maintenance Agreement. HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and consumable items.

4. Special Conditions Service Agreements Covering Computer Systems and Software

4.1 HOV Services, Inc. will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the covered components listed on page one. Customer is responsible to provide such means of remote connections to the system.

4.2 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, Inc. software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or and update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

4.3 HOV Services, Inc. shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services, Inc. actions necessitated by and through the above will be undertaken by HOV Services, Inc. only on the Customer's approval of estimated additional charges and the Customer's agreement to pay the actual charges incurred.

4.4 Premium System Support and Maintenance Agreement. HOV Services, Inc. will make available to the Customer all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this Agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners

5.1 HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Parts identified by the manufacturer as consumable items shall be replaced by HOV Services, Inc. at the manufacturer's recommended intervals or as needed, and invoiced to Customer at current HOV Services, Inc. pricing. Supplies are not covered under this Agreement.

5.2 Unless otherwise noted in the "Notes or Considerations" section on the first page of this Agreement, HOV Services, Inc. will make available to Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided Customer is using the most recent or current release of the software prior to the effective date of this Agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.3 HOV Services, Inc. will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services, Inc. shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

5.4 This Agreement only covers travel expenses for Scheduled Preventive Maintenance visits. All travel expense for non-scheduled emergency services will be billed upon completion of repair.

5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, Inc. software or data recovery necessitated due to Customer's failure to adhere to backup procedures, failure to maintain and/or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

5.6 HOV Services, Inc. shall not be responsible for failure to provide maintenance services because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services, Inc. actions necessitated by and through the above will be undertaken by HOV Services, Inc. only on the Customer's approval of estimated additional charges and the Customer's agreement to pay the actual charges incurred.

6. This Agreement does not cover service, parts, components or repairs due to misuse, abuse, neglect, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non- HOV Services, Inc. personnel; parts, components or attachments not supplied by HOV Services, Inc.; or use of supplies, parts, or components not meeting HOV Services, Inc.'s and manufacturer's specifications.

7. This Agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page one of this Agreement. Prior to, or upon expiration of this Agreement, Customer shall be notified of the expiration of this Agreement and offered a renewal agreement for a similar time period. Customer must respond to this renewal notice within 15 business days to prevent a lapse in maintenance coverage. HOV Services, Inc. may cancel this Agreement within 30 days of written notice for the following reasons: (1) if the equipment or covered components are moved from the location specified on page one ; (2) if the equipment or covered components are sold, leased, or transferred to another party; (3) if the equipment or covered components are operated by any party not authorized by Customer; or (4) any misuse or excessive use of the covered components that is not recommended by HOV Services, Inc. or the manufacturer. This Agreement is based upon the equipment and covered components being operated as designed and for its intended purpose.

8. Payment for the services under this Agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. Customer shall be invoiced for and agree to pay HOV Services, Inc. any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. Customer shall be invoiced for and agree to pay HOV Services, Inc. any additional amount for devices, upgrades, special programs, and services other than those provided to Customer by HOV Services, Inc. under this Agreement. The amount of the maintenance charges under this Agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority. All prices and rates contained in this Agreement are subject to an annual cost of living adjustment beginning in the thirteenth (13th) month after the service commencement date. Thereafter, adjustments shall not occur more than once in a twelve (12)-month period. The amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the percentage increase in the ECI during the past twelve (12) months. "ECI" shall mean Table 5 of the Employment Cost Index for Total Compensation (not seasonally adjusted), Production, Excluding Incentive Paid Occupations, December 2005 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics. No adjustment will be made to prices and rates in the event of a reduction in the ECI index. All price increases will become effective sixty (60) days after Company delivers written notice thereof to Client. At the end of the contract period, HOV Services, Inc. may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc.. Customer shall receive a minimum of 30 days written notice for the renewal of this Agreement. Should any lapse of maintenance coverage occur, HOV Services, Inc. reserves the right to invoice Customer for any time the components were not covered under this Agreement.

9. Each party shall use at least the same standard of care in the protection of Confidential Information of the other party as it uses to protect its own confidential or proprietary information provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" means all confidential or proprietary information and documentation of either party, including the terms of this Agreement. Each party shall use the Confidential Information of the other party only in connection with the purposes of this Agreement, and shall not disclose such Confidential Information except to its employees, subcontractors, or agents who have a "need to know" with respect to such purpose. Each party shall advise its respective employees, subcontractors, or agents of such party's obligations under this Agreement. In the event of the expiration or termination of this Agreement all Confidential Information of a party disclosed to, and all copies thereof made by, the other party shall be returned to the disclosing party or, at the disclosing party's option, erased or destroyed. Confidential Information shall not include information that is: (i) developed by the other party independently as shown by its written business records regularly kept, (ii) rightfully obtained by the other party without restriction from a third party, (iii) publicly available other than through the fault or negligence of the other party, (iv) released by the disclosing party without restriction to anyone, or (v) required to be disclosed by applicable law, or by order or request of any court or government agency, provided that the receiving party, if lawfully permitted to do so, shall promptly give notice to the disclosing party; shall cooperate with the disclosing party in challenging the right to such access; and shall only provide such information as is required by law, such order or a final, non-appealable ruling of a court of proper jurisdiction.

10. EXCEPT AS PROVIDED HEREIN, IN NO EVENT WILL HOV SERVOCES, INC.'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, OR ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED IN THE AGGREGATE THE AMOUNT PAID BY CUSTOMER TO HOV SERVICES, INC. UNDER THIS AGREEMENT FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT FOR WHICH DAMAGES ARE CLAIMED. UNDER NO CIRCUMSTANCES WHATSOEVER WILL HOV SERVICES, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF HOV SERVICES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. ANY CLAIMS RELATING TO THIS AGREEMENT SHALL BE BROUGHT WITHIN 1 YEAR AFTER THE PARTY ASSERTING THE CLAIM KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF THE CLAIM. This Agreement constitutes the entire agreement between HOV Services, Inc. and Customer. No amendment or waiver of the terms of this Agreement may be made except by a written agreement signed by both parties. The laws of the State of Texas will govern this Agreement.

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause

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

F. Hold Harmless/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 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.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Governing Law

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

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

L. Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

[signature]

12.17.2019
Date

Vice President - TQ
Title

LEGAL – APPROVED AS TO FORM
Rhonda Erwin

12-17-19

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 112817

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT NO. 112817

BETWEEN
GILA COUNTY AND JOHN PERLMAN, ATTORNEY AT LAW

AMENDMENT NO. 1

Effective January 22, 2018, Gila County and John S. Perlman, Attorney at Law, entered into a contract whereby Mr. Perlman would serve as an independent contractor as Attorney for the Gila County Public Fiduciary and be responsible for generating pleadings pertinent to Guardianship, Conservatorship and Probate matters.

The contract expires January 21, 2020. Per Article III-Term of the contract, the parties may agree to renew the contract for as many as two (2) additional one (1) year periods.

Amendment No. 1 will allow the contract term to be extended one (1) year from January 22, 2020, to January 21, 2021. Total annual compensation of contract shall not exceed $25,000.00.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, 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 29th day of January, 2020.

GILA COUNTY:
GILA COUNTY MANAGER

James Menlove

CONTRACTOR:
JOHN S. PERLMAN, ATTORNEY AT LAW

John S. Perlman

PROFESSIONAL SERVICES CONTRACT NO. 012320-1

PUBLIC HEALTH/IMMUNIZATION MOBILE APPLICATION PROJECT

HEALTH AND EMERGENCY SERVICES

THIS AGREEMENT, made and entered into this 31st day of January, **2020,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and FlexibillT Solutions, LLC, of the City of Fort Wayne, State of Indiana hereinafter designated the Contractor.

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

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

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 012320-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 012320-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 012320-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **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

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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.

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/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. 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. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its SubContractors engaged in performance of this Agreement to ensure that the other party and its SubContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or Services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or Services, Contractor warrants that such goods or Services will be fit for such particular purpose. Contractor warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or Services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and Services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2020.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $34,900.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Professional Services Contract No. 012320-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Date: 1-31-2020

FLEXIBILLT SOLUTIONS, LLC

Signature

BRANDON L LOGSDON

Print Name

AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 101018

The following amendments are hereby incorporated into the agreement for the below project

ADJUST RADIOS AND CONSOLES IN GLOBE DISPATCH

SHERIFF'S OFFICE

Effective November 01, 2018 Gila County and C&M Communications LLC entered into a contract whereby C&M Communications LLC agreed to adjust radios and consoles in Globe Dispatch as needed.

Amendment No. 1 to **Service Agreement No. 101018**, was executed on November 4, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from November 01, 2019 to October 31, 2020, for a contract amount of not to exceed Five Thousand dollars and 00/100's ($5,000.00) without prior written approval from the County.

The Sheriff's Office would like to increase the original contract amount of Five Thousand dollars and 00/100's ($5,000.00) by and additional Five Thousand dollars and 00/100's ($5,000.00) due to the installation of radios to new vehicles and the cost of call out work needed for repairs to existing radios.

Amendment No. 2 to Service Agreement No. 101018 will serve to increase the contract amount by an additional Five Thousand dollars and 00/100's ($5,000.00)

Consequently, the contract is amended to increase the contract amount by $5,000 for a new total contract amount of not to exceed Ten Thousand dollars and 00/100's ($10,000.00) without prior approval by the County

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 01, 2019 to October 31, 2020 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, 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 31st day of January, 2020.

GILA COUNTY:

James Menlove, County Manager

Date: 1-31-2020

C&M COMMUNICATIONS LLC

Signature

Christopher F. Sasso

Print Name

ARF-5900 **Executive Session Item 7. A.**

Regular BOS Meeting

Meeting Date: 02/18/2020

Submitted By: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Department: County Attorney

Information

Request/Subject

The County Attorney requests that the Board of Supervisors vote to go into executive session under A.R.S. section 38-431.03(A)(3) & (4) regarding the Mutual Release and Settlement Agreement entered into on or about May 1, 2019 between Gila County, Ray Stephens, Jr., and Julie La Magna.

Background Information

On May 6, 2014, the Board of Supervisors approved Conditional Use Permit No. 14-02 for Ray Stephens, Jr. to make wine in the basement of his residence located at 3465 Harps Way in Pine, Arizona. At least by July 2017, Mr. Stephens began offering wine tours with onsite wine consumption and retail wine sales at the Harps Way property. On July 28, 2017, Gila County Code Enforcement opened a complaint for the zoning violation of offering wine consumption and sales in a R1 zoned district without an approved Conditional Use Permit. This complaint progressed through the complaint procedure process including a hearing in front of the Hearing Officer, an appellate review before the Board of Supervisors and, lastly, in Superior Court. The County also brought an action in the Superior Court to enjoin wine retail activities on the property. The County, Mr. Stephens, and Julie La Magna entered into a mutual release and settlement agreement on or about May 1, 2019. The settlement agreement included the surrender of the Conditional Use Permit, the end of any liquor-related business on the property, and permitting or removal of the tree platform.

Evaluation

Ray Stephens, Jr. and Julie La Magna have not kept all of the promises they made in the settlement agreement.

Conclusion

The County Attorney's conclusion is that the Board would benefit from holding an executive session under A.R.S. section 38-321.02(A)(3) and (4) for discussion and consultation to obtain legal advice from the Board's attorneys and in order for the Board to consider its position and instruct its attorneys regarding its position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve litigation.

Recommendation

The County Attorney recommends that the Board vote to hold an executive session under A.R.S. section 38-431.03(A)(3) and (4) for discussion and consultation to obtain legal advice from the Board's attorneys and in order for the Board to consider its position and instruct its attorneys regarding the Board's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve litigation.

Suggested Motion

Information/Discussion/Action to vote to hold an executive session under A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation to obtain legal advice from the Board's attorneys regarding the Mutual Release and Settlement Agreement concerning Ray Stephens, Jr. and Julie La Magna, and in order for the Board to consider its position and instruct its attorneys regarding the Board's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve litigation. **(Jeff Dalton)**

Attachments

SETTLEMENT AGREEMENT

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (the "Agreement") is made as of this 1st day of May, 2019, by and between RAY STEPHENS, an unmarried man ("Stephens"), JULIE LA MAGNA, an unmarried woman ("La Magna") and GILA COUNTY, a body politic ("Gila County"). Stephens, La Magna and Gila County are collectively referred to herein as the "Parties".

RECITALS

A. On approximately May 6, 2014, Gila County issued Conditional Use Permit No. CUP-14-02 to Stephens relating to the operation of the Trident Winery at the property located at 3465 N. Harp's Way in Pine, Arizona (the "Conditional Use Permit");

B. The scope and terms of the Conditional Use Permit are disputed by the Parties;

C. Gila County asserted claims against Stephens and La Magna relating to the Conditional Use Permit and other issues in the Gila County Superior Court case captioned *Gila County v. Stephens*, No. S0400CV2018-00037 (the "Stephens/La Magna Litigation");

D. The Stephens/La Magna Litigation led to the entry of a Default Judgment against La Magna on approximately May 25, 2018 (the "Default Judgment");

E. The Default Judgment has been recorded in the Office of the Gila County Recorder and Gila County currently asserts that it represents a valid lien against the property currently owned by Stephens located at 3465 N. Harps Way in Pine, Arizona (the "Stephens Property");

F. The remaining claims in the Stephens/La Magna Litigation are currently pending before the Gila County Superior Court;

G. Stephens filed an appeal from an underlying administrative decision in the Gila County Superior Court, captioned *Stephens v. Gila County*, POCV2018-00010 (the "Appeal");

H. The Gila County Superior Court has not yet issued a ruling in connection with the Appeal;

I. Stephens and La Magna may relocate the Trident Winery to a new location outside of Gila County, and will no longer be operating the Winery at the Stephens Property;

J. Rather than continue to incur the time, expense, aggravation, and uncertainty of further litigation, the Parties desire to resolve their disputes on the terms and conditions set forth herein.

AGREEMENTS

Based on the foregoing Recitals, the accuracy of which is hereby confirmed, and in consideration of the covenants and representations set forth in the Agreement and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Termination of Winery Operations at the Stephens Property.** Any and all operations of the Trident Winery or any liquor-related business, including but not limited to production, shall be terminated at the Stephens property as of the date of the execution of this Agreement.

2. **Prohibition Upon Advertising.** Stephens shall not advertise that there is any continuing wine-related business upon the Property, including but not limited to sales, tastings or tours. Any references to such business contained on websites under Stephens or La Magna's control shall immediately be removed.

3. **Return of Conditional Use Permit.** On the date of the execution of this agreement, Stephens shall surrender the Conditional Use Permit and all rights associated therewith to Gila County.

4. **Default Judgment.** Within twenty-four hours of the execution of this Agreement, the Parties shall file a stipulation to vacate the Default Judgment. The Order granting the same shall be recorded with the Gila County Recorder.

5. **Dismissal of Litigation.** Within twenty-four hours of the execution of this Agreement, the Stephens/La Magna Litigation and the Stephens Appeal shall be dismissed with prejudice. Simultaneously, Gila County shall waive all outstanding fines against Stephens and/or La Magna, and dismiss all enforcement actions.

6. **Building Issues.** The following shall occur with respect to the present allegations of code non-compliance upon the Property:

   a. *Inspection.* An inspection of the Property shall be conducted by Randy Pluimer within seven days of the date of this Agreement and limited to (i) the condition of the Yurt platform and whether the structure is exempt from a building permit requirement; (ii) the area in the garage where a window was previously installed but removed; and (iii) the out-building formerly used to store the Yurt. Said inspection shall not include other areas of the Property, and Gila County shall not be provided access to the residence located thereon. In the event a structure is determined not to require a permit as an exempt structure, a site plan shall be provided for review per Gila County requirements.

   b. *Window, Outbuilding and Yurt Platform.* Stephens shall obtain building permits, to the extent required, for the items referenced in the

preceding subparagraph within forty-five days of the date of the inspection. Gila County will provide the legal basis in the applicable Code which supports any such requirement. Any required construction and a request for a final inspection shall be completed within three months after the issuance of any such permits.

c. *Tree Platform.* Stephens shall take all steps required to secure a permit for the tree platform within six months from the date of this Agreement. Should such a permit be issued, construction of any required modifications and a request for a final inspection shall be completed within six months of the issuance of the permit. In the event of a failure to meet the deadline(s) set forth in the preceding two sentences, Stephens shall disassemble and remove the tree platform within thirty days.

d. *Disclosure to Buyer.* In the event Stephens enters into an agreement to sell the Subject Property, a copy of this Agreement shall be provided to the buyer prior to closing.

e. *Inspections Relating to Permitted Work.* Any inspections normally required in connection with any construction authorized by any permit issued shall be allowed.

7. **Releases.**

a. Gila County hereby releases and discharges Stephens and La Magna, and their agents, heirs, successors and assigns, from any and all actually known claims, actions, causes of action in law or in equity, debts, demands, damages, defaults, defenses, costs, suits, contracts, covenants, agreements, controversies, breaches, promises, representations, omissions, liabilities, torts, losses, attorneys' fees and expenses, including but not limited to those relating to the claims and defenses asserted in the Stephens/La Magna Litigation and the Stephens Appeal or arising out of the facts giving rise to the Stephens/La Magna Litigation and the Stephens Appeal.

b. Stephens and La Magna hereby release and discharge Gila County, and its agents, heirs, successors, officers, supervisors, managers, and assigns, from any and all actually known claims, actions, causes of action in law or in equity, debts, demands, damages, defaults, defenses, costs, suits, contracts, covenants, agreements, controversies, breaches, promises, representations, omissions, liabilities, torts, losses, attorneys' fees and expenses, including but not limited to those relating to the claims and defenses asserted in the Stephens/La Magna Litigation and the Stephens Appeal or arising out of the facts giving rise to the Stephens/La Magna Litigation and the Stephens Appeal.

8. **No Third Party Benefit**. Neither the Agreement nor any performance hereunder shall create any rights on behalf of any person not a party hereto, unless the intention to benefit such person is expressly set forth herein.

9. **Representation and Warranty of Capacity to Execute Agreement.** The Parties represent and warrant to each other that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action which they are releasing by this Agreement; that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of their respective claims, demands, or causes of action which they are releasing by this Agreement; and that they have the sole right and exclusive authority to execute this Agreement on their own respective behalves.

10. **Representation of Comprehension of Document.** In entering into the Agreement, each party represents that it is represented by the attorneys of its choice, that it has fully read and understands this agreement and voluntarily accepts the terms of this Agreement.

11. **Attorneys' Fees.** Each party shall bear its own attorneys' fees and costs related to the settled claims and the preparation and review of this Agreement. In the event of litigation involving this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses.

12. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The language of the Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

13. **Entire Agreement and Successors-in-Interest.** This Agreement constitutes the complete understanding between the Parties and supersedes any and all prior agreements, promises, representations, or inducement, no matter its or their form, concerning the settlement of the Parties' claims in the Litigation. No promises or agreements made subsequent to the execution of the Agreement between the Parties shall be binding unless reduced to writing and signed by authorized representatives of these Parties. The Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties.

14. **Headings**. The headings throughout the Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the Agreement.

15. **Severability.** If any provision of this Agreement, is deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way and shall be enforced to the greatest extent permitted by law.

16. **Counterparts**. The Parties agree that this Agreement may be executed in counterparts, and by the different parties hereto on separate counterparts, each of which, when so executed, shall constitute but one and the same document. A copy of this executed Agreement delivered electronically shall be deemed an original for execution purposes.

17. **Court Approval/Retained Jurisdiction**. The Parties shall request that the Court enter its approval of this Agreement by formal written order. The Court shall retain jurisdiction over the enforcement of this Agreement and shall have the authority to issue orders and sanctions in the event of non-compliance by either Party.

Ray Stephens

Julie La Magna

GILA COUNTY, a body politic

Homero Vela May 2, 2019

By Homero Vela
Its Assistant County Manager

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (the "Agreement") is made as of this 1st day of May, 2019, by and between RAY STEPHENS, an unmarried man ("Stephens"), JULIE LA MAGNA, an unmarried woman ("La Magna") and GILA COUNTY, a body politic ("Gila County"). Stephens, La Magna and Gila County are collectively referred to herein as the "Parties".

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E. The Default Judgment has been recorded in the Office of the Gila County Recorder and Gila County currently asserts that it represents a valid lien against the property currently owned by Stephens located at 3465 N. Harps Way in Pine, Arizona (the "Stephens Property");

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G. Stephens filed an appeal from an underlying administrative decision in the Gila County Superior Court, captioned *Stephens v. Gila County*, POCV2018-00010 (the "Appeal");

H. The Gila County Superior Court has not yet issued a ruling in connection with the Appeal;

I. Stephens and La Magna may relocate the Trident Winery to a new location outside of Gila County, and will no longer be operating the Winery at the Stephens Property;

J. Rather than continue to incur the time, expense, aggravation, and uncertainty of further litigation, the Parties desire to resolve their disputes on the terms and conditions set forth herein.

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Ray Stephens

Julie La Magna

GILA COUNTY, a body politic

By Homero Vela
Its Assistant County Manager