



*****DUE TO COVID-19, SEATING CAPACITY IS
LIMITED TO NO MORE THAN 10 ATTENDEES*****

*****MEETING BROADCAST LIVE ON TOWN OF GUADALUPE FACEBOOK PAGE*****

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

**THURSDAY, JUNE 10, 2021
6:00 P.M.**

**GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM
GUADALUPE, ARIZONA**

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, June 10, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES: None.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 - 1. **PROPOSED CITY OF TEMPE TRANSIT SERVICE CHANGES & ROUTE 56 PRIEST/AVENIDA DEL YAQUI:** Council will receive an update from City of Tempe Transportation Department staff regarding upcoming changes in the public bus route schedule for Route 56 in Guadalupe. Council may provide direction to the Town Manager / Clerk.
 - 2. **COVID-19 ACTION UPDATE:** Council will receive an update from Town staff regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus. Council may provide direction to the Town Manager / Clerk. *Material for this agenda item will be provided at the meeting.*



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

3. COMMUNITY PARTNERS – RESOLUTION NO. R2021.09: Council will consider and may adopt a resolution designating the Conrado F. Bilducia American Legion Post 124, Native Health, and Arizona State University – School of Human Evolution and Social Change, Global Health Division, as Community Partners and allowing the discounted use of the Mercado patio and Multi-purpose Room for various events. Council may provide direction to the Town Manager / Clerk.

4. PASCUA YAQUI TRIBE PARTNERSHIP – RESOLUTION NO. R2021.10: Council will consider and may adopt a resolution declaring a partnership with the Pascua Yaqui Tribe and Town of Guadalupe benefiting the residents and allowing discounted use of the Mercado patio and Multi-purpose Room for various events. Council may provide direction to the Town Manager / Clerk.

5. DEMOLITION CONTRACT – GUAD BUILDING: Council will consider and may take action to approve a contract (C2021-39) with BCS Enterprises in the amount of \$23,665 for the demolition of the Town-owned GUAD Building located at 8419 South Avenida del Yaqui. Council may provide direction to the Town Manager / Clerk.

6. SALE OF TOWN-OWNED PROPERTY TO GUADALUPE COMMUNITY DEVELOPMENT CORPORATION – RESOLUTION NO. R2021.11: Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to sign any and all documents necessary for the sale of Town-owned property, located at 5933 East Calle Milagros, APN 301-44-318, to the Guadalupe Community Development Corporation (GCDC) for \$50,000. The GCDC will then demolish the existing office building and split the parcel into two lots in preparation for the construction of affordable housing.

7. GUADALUPE COMMUNITY DEVELOPMENT CORPORATION LOW-INCOME HOUSING – RESOLUTION NO. R2021.12: Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to sign any and all documents necessary for transmittal of \$56,030.58 from the Town of Guadalupe to the Guadalupe Community Development Corporation (GCDC) for the purpose of GCDC constructing affordable housing located at 5933 East Calle Milagros, Guadalupe, AZ, APN 301-44-318.

8. AMENDMENT NO. 8 TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND TOWN OF GUADALUPE FOR COMMUNITY ACTION PROGRAM SERVICES: Council will consider and may take action to authorize the Mayor, or designee, to sign Amendment No. 8 to an Intergovernmental Agreement (C2018-17F) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe. The initial contract term began on July 1, 2016, for the provision of crisis case management and financial assistance services through the Town of Guadalupe Community Action Program. The contract term for Amendment No. 8 is from July 1, 2021 through June 30, 2022 with the County providing \$107,254 to the Town for the Emergency Rental Assistance Program. Approval of Amendment No. 8 authorizes the Mayor, or designee, to sign all necessary documents in furtherance of Amendment No. 8. Council may provide direction to the Town Manager / Clerk.

9. AREA AGENCY ON AGING ANNUAL CONTRACT: Council will consider and may take action to authorize the Mayor, or designee, to sign a contract (C2021-38), authorizing the Area Agency on Aging to provide funding in the amount of \$151,430 for congregate meals and home delivered meals, multipurpose center operations, and transportation services for Town of Guadalupe Senior Center services. The contract term is July 1, 2021 – June 30, 2022. Approval of the contract would authorize the Mayor, or designee, to sign all necessary documents in furtherance of this contract. Council may provide direction to the Town Manager / Clerk.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

10. AUDITOR CONTRACT – COLBY & POWELL, PLC: Council will consider and may take action to approve a contract (C2021-40) in the amount of \$70,500 with Colby & Powell, PLC to provide contracted professional auditing services in accordance with the provisions of the Arizona State Statutes and generally accepted government auditing standards (GAGAS), to conduct an examination and to render an opinion on the comprehensive annual financial statements of the Town of Guadalupe. The term of this contract is three (3) years with the option of up to two (2) annual contract extensions subject to an annual performance evaluation, Town Council budget appropriations, and the needs of the Town. Funding for these services is budgeted Fiscal Year 2022 annual budget in various funds. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



June 4, 2021

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **June 10, 2021, Town Council Regular Meeting Information Report**

The purpose of this report is to provide brief information regarding each of the meeting's agenda items.

Agenda Items:

G1. PROPOSED CITY OF TEMPE TRANSIT SERVICE CHANGES & ROUTE 56 PRIEST/AVENIDA DEL YAQUI (PAGES 7 – 20): City of Tempe Transportation Department staff will present proposed public bus service changes including routes and times of transit service, focusing on proposed changes to Route 56 Priest/Avenida del Yaqui in the Town of Guadalupe. The attached memorandum and PowerPoint presentation from the City of Tempe provides an overview of the proposed service changes.

G2. COVID-19 ACTION UPDATE (MATERIAL WILL BE PROVIDED AT THE MEETING): Staff will provide an update of current Town of Guadalupe COVID-19 conditions, as provided by Maricopa County Health Services. *A PowerPoint presentation will be provided at the meeting.*

G3. COMMUNITY PARTNERS (RESOLUTION NO. R2021.09) (PAGE 21) Resolution No. R2021.09 designates the Conrado F. Bilducia American Legion Post 124, Native Health, and Arizona State University's School of Human Evolution and Social Change, Global Health Division, as Community Partners. Adoption of this resolution authorizes Town staff to offer discounted rental fees for four uses of both the Mercado patio and Multi-purpose Room during Fiscal Year 2022. This is an annual opportunity to acknowledge organizations that benefit the community. To note, due to COVID-19, the Community Partner Program was dormant last year.

G4. PASCUA YAQUI TRIBE PARTNERSHIP (RESOLUTION NO. R2021.10) (PAGE 22): Resolution No. R2021.10 formalizes a partnership between the Town of Guadalupe and the Pascua Yaqui Tribe. Adoption of this resolution authorizes Town staff to offer discounted rental fees for twelve uses of both the Mercado patio and Multi-purpose Room during Fiscal Year 2022. This is an annual formality to acknowledge organizations that benefit the community.

G5. DEMOLITION CONTRACT – GUAD BUILDING (PAGE 23): The contract with BCS Enterprises, Inc., is for the demolition of the Town-owned Guad Building located at 8419 South Avenida del Yaqui. The contract amount is \$23,665. The Guad Building is approximately 6,500 square feet and is located on a 23,889 square foot lot. A January 2018 cost estimate to demolish and rebuild the Guad Building was \$669,727, which is not an affordable option to the Town.

The American Legion notified the Town on March 8, 2021, that they would be terminating the lease of the Guad Building. The Town then erected temporary fencing on April 14, 2021, to protect the property and reduce liability. The Town also completed required NESHAP studies to determine asbestos and mold contamination of the building, in accordance with the Maricopa County demolition requirements.

The building is presently in severe disrepair, with significant roof damage. More importantly, in its current condition it poses a public safety risk as a target for vandalism and trespassing. Demolishing this building is recommended to

address public safety and liability risks. Based on the bid results, it is recommended that the demolition contract be awarded to BCS Enterprises, Inc. If approved, demolition is scheduled to begin on August 1, 2021, and be accomplished within one week.

Bids were solicited for demolition of the property with three bid proposals submitted as follows:

BID TABULATION	CONTRACT TERM	COST
BCS Enterprises, Inc	Demolish, haul off and disposes of building, footings, foundation, and trees	\$23,665.00
CRS, LLC	Demolish existing block structure, slab, footings, demo & dust permits, NESHAP, trucking, and disposal	\$24,850.00
Viking Specialty Contracting	Demolish and dispose of the structure	\$27,012.50

Staff recommends awarding the demolition contract to BCS Enterprises, Inc.

G6. SALE OF TOWN-OWNED PROPERTY TO GUADALUPE COMMUNITY DEVELOPMENT CORPORATION – RESOLUTION NO. R2021.11 (PAGE 24 – 29): Resolution No. R2021.11 authorizes the sale of Town-owned property, located at 5933 East Calle Milagros, APN 301-44-318 to the Guadalupe Community Development Corporation (GCDC) for \$50,000. This 9,772 square foot Town-owned property houses the GCDC offices, where the office building was constructed in 2004. The Town receives \$4,800 annually in rent from the GCDC to occupy this office building. Presently, this building needs plumbing and roof repair. This parcel provides greater value to the Guadalupe community as affordable housing rather than GCDC offices. Should this be approved, the GCDC will vacate these offices, demolish the existing office building, split the parcel into two lots, and build two affordable single-family homes. Staff recommends adopting Resolution R2021.11.

G7. GUADALUPE COMMUNITY DEVELOPMENT CORPORATION LOW-INCOME HOUSING – RESOLUTION NO. R2021.12 (PAGES 30 – 39): Resolution No. R2021.12 authorizes the transmittal of \$56,030.58 from the Town of Guadalupe Housing Fund to the Guadalupe Community Development Corporation (GCDC) for the purpose of constructing two of low-income houses.

As background, at the June 14, 2018, Regular Council Meeting, the Town Council, approved a Memorandum of Understanding with the GCDC for the proper and acceptable use of the Town's income from payments on loans for housing rehabilitation made with Maricopa County HOME Investment Partnerships funds, through the U.S. Department of Housing and Urban Development, to Town residents.

Presently, remaining funds in the Town's Housing Funds for this purpose is approximately \$56,030.58. Because the Town no longer has an active Housing Program, the Town cannot use these funds. In accordance with the 2018 MOU and Resolution No. R2018.11, it is recommended the Town transfer the remaining housing funds to GCDC for the purpose of constructing two affordable homes through the GCDC Affordable Housing Program. As a result, the Town's Housing Fund will have a zero balance and remain dormant unless a Town Housing Program is reinstated.

Staff recommends adopting Resolution R2021.12.

G8. AMENDMENT NO. 8 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE GUADALUPE COMMUNITY ACTION PROGRAM (PAGES 40 – 43):

Amendment No. 8 to the Intergovernmental Agreement with Maricopa County (County) provides additional funding for the Town's Community Action Program (CAP) to provide crisis case management and financial assistance services to those in need. The initial contract term began on July 1, 2016. The contract term for Amendment No. 8 is from July 1, 2021, through June 30, 2022, with the County providing \$107,254 to the Town for the CAP Emergency Rental Assistance Program. Staff recommends approval of Amendment No. 8 to the IGA with the County.

G9. AREA AGENCY ON AGING ANNUAL CONTRACT (PAGES 44 – 110): The contract would authorize the Town to accept \$151,430 from the Area Agency on Aging to fund congregate meals and home delivered meals, multipurpose center operations, and transportation services for Town of Guadalupe Senior Center services. The contract term is July 1, 2021– June 30, 2022. Staff recommends approval of the contract with Area Agency on Aging. This annual amount is \$12,648 greater than last year and does include recent awards of \$39,000 and \$12,500 for the replacement walk-in freezer and replacement tables and chairs for the Senior Center from Area Agency of Aging. The Area Agency on Aging amount of \$151,430 represents 59% of Senior Center annual revenues. This contractual amount offsets Senior Center expenditures and reduces the Senior Center dependence on General Fund resources. A General Fund proposed transfer of \$103,169 for FY 22 provides the remainder of Senior Center operational funding. **(Pages 87-155)**

G10. AUDITOR CONTRACT – COLBY & POWELL, PLC (PAGES 111 – 119): The Town requires the contractor to provide auditing services for the fiscal years ending June 30, 2021, 2022, and 2023 at a cost to the Town of \$70,500. Four bids were received with Colby & Powell, PLC being the lowest bidder.

Bid Tabulation	Contract Amount
Colby & Powell, PLC	\$70,500
HeinfeldMeech	\$90,300
Henry + Horn	\$84,901
HintonBurdick	\$79,000

Background: At the February 25, 2021, Regular Council Meeting, the Council authorized staff to issue a Request for Proposals (RFP) for municipal internal audit services. Colby & Powell, PLC has served as the Town's Auditor since 2004. The RFP was issued on March 15, 2021, with a closing date of April 27, 2021. There were four RFP respondents, with Colby & Powell, PLC being the lowest bidder, as noted above. An RFP Review/Selection Committee (Committee) was formed to evaluate each of the bid responses. Based on the RFP bid criteria, the Committee recommends approval of the contract with Colby & Powell, PLC.



MEMORANDUM

TO: Guadalupe Town Council

FROM: Eric Iwersen, Tempe Transit Manager (480-350-8810)

DATE: May 27, 2021

SUBJECT: Tempe Transit Changes & Route 56 Priest/Avenida del Yaqui in Town of Guadalupe

PURPOSE

The purpose of this memo is to provide the Town Council with an update on the Tempe Transit Tax Fund and the upcoming transit service changes for Tempe and Guadalupe, specifically Route 56 in Guadalupe.

[Click or tap here to enter text.](#)

BACKGROUND

The Tempe Transit Tax passed in 1996 and provides an ongoing source of funds for all Tempe bus, rail, and Orbit service, paratransit service, bicycle and pedestrian enhancements, and a variety of other mobility options for Tempe visitors and residents. This half-cent (on every sales tax dollar), non-sunsetting fund provides upwards of \$44 million dollars annually depending on how the local economy performs.

In the last 24 years, the Tempe City Council has advanced a strong program that has built major capital projects including 40 miles of multi-use paths, the East Valley Bus Operations and Maintenance Facility, multiple transformative streetscape projects, and the Transportation Center. Throughout the years, Tempe has expanded bus and rail service to fully cover the City (no transit “deserts”) that includes fixed route/major arterial service, the Orbit neighborhood circulator system, light rail, and the upcoming Tempe Streetcar. It should be noted that as the City has expanded transit service and completed the majority of the capital projects promised in the tax initiative, the fund has become largely an operating expenses fund. Transit service is operated through a partnership with Valley Metro, is coordinated with neighboring cities, and has been generally considered successful for Tempe and in the state of Arizona. Tempe also has the highest per capita transit ridership in the region.

The cost to the Transit Fund to operate Tempe transit service (bus and light rail operations) in fiscal year 2021 is expected to total approximately \$45 million. This amount is offset by sources of revenue like federal grants, regional Public Transit Funds / Prop 400 (PTF) money, real estate holdings, and transit ticket sales (farebox recovery). In late Spring 2020 the federal government passed the Coronavirus Aid, Relief, and Economic Securities Act that included one-time funding for transit agencies across the country. This CARES money was distributed to Valley Metro and offsets the costs for transit service in Fiscal Year 2021, our current year. This significantly relieves the burden of the Tempe Transit Fund annual transit operations costs. The Tempe share of this CARES money totals approximately \$21 million for the FY21, allowing Tempe to focus on the process and a slower timeline for addressing the long-term structural health of the Transit Fund. Similarly, two new rounds of federal covid-related financial relief is coming to the region and Tempe (CRRSSA and ARP) that will help offset transit expenditures.

As the global pandemic persists and the subsequent impact to the world economy continues, Tempe too is experiencing a somewhat unstable economic condition. Engineering and Transportation and Budget and Finance staff have been watching the performance of the local economy and the Transit Fund has instituted expenditure reductions. Essentially there is less sales tax revenue coming in than the long-term expenditures will require. This is a significant situation and the following information is the proposed approach to achieve this Transit Fund reduction to ensure the long-term health of the fund, and its ability to provide City-wide transit, bicycle, and pedestrian services.

SERVICE REDUCTION AND OPTIMIZATION PLAN

Staff has embarked upon a multi-year process to address the long term structural issue with the transit fund that will include data-based decision making, broad and detailed public involvement with an adherence to equity requirements, maximization of revenue sources, careful reduction of transit service and ongoing maintenance costs, and exploration of optimization and efficiency efforts. Staff will work closely with Valley Metro and our neighboring cities to determine and propose all necessary

service reductions. The overall philosophy of this plan is to minimize the transit rider impact and loss of service to valuable programs in Tempe. The following items highlight some points to the proposed approach.

- Tempe and Valley Metro staff will review the performance of all of Tempe's six Orbit routes, one Flash route, Tempe Streetcar, Express bus routes, light rail, and all fixed route bus routes. This will include looking at:
 - Cost per boarding – correlation between ridership and costs of providing the service
 - Ridership by hour
 - Ridership by route
 - Review of operating arrangements with Valley Metro and subcontractors to explore opportunities to reduce annual operating costs through efficiencies. The current bus service contract is due to expire in 2023.
- Public Involvement will be conducted in concert with any service change schedule and will include both the Valley Metro outreach process and the standard Tempe public and resident engagement activities, board and commission process, and all other stakeholder outreach.
- Explore technological or industry changes that can bring a cost savings while supporting public mobility options.
- Careful attention to federal and regional requirements like Title VI and ensuring equity with all decision making.
- Continued commitment to the original language in the Transit Tax ballot language.
- Maintain staffing levels but explore personnel efficiencies particularly when vacancies occur.
- Maximize lesser financial obligations in the Transit Fund that can be reduced or eliminated including landscape and pathway maintenance costs, special events, giveaways, collateral materials, staff travel, training, and conferences.
 - Eliminate Tour de Tempe (hold virtually like Tour de Fat)
 - Modify Bike to Work Day
- Maximize revenue generation
 - Ensure local and regional ticket sales are compliant to reduce fare evasion and reduced fare abuse, verifying all riders have purchased tickets
 - Explore and promote real estate and lease agreements that reimburse the Transit Fund
 - Explore possible advertising on buses, Streetcar and bus shelters
 - Explore partnering with other transit service partners like Flixbus
 - Continue federal and regional funding like Prop 400/PTF

The following public Involvement tools will be used to notify the public of the proposed reductions.

- Tempe Today
- Social media
- Email blasts
- Advertising at major bus stops, Transportation Center
- On-board surveys (when allowed)
- Values mapping survey to determine community needs
- Dedicated web page (tempe.gov/TransitChanges)

October 2021 Recommended Transit Service Changes

As part of the larger transit fund balancing effort, staff advanced multiple proposed service changes in early 2021 that, if approved, would take effect in October, 2021. These proposals were developed through analysis of transit system performance data (ridership by route, ridership by time of day, and cost per boarding) in addition to the results of a transit-focused community values survey conducted in Fall, 2020. The development of transit service change proposals as a community-focused, data-driven process aims to reduce annually-recurring expenditures to the transit fund while minimizing impacts to the public. The applicable service change to the Town of Guadalupe is below.

- Local Bus Route 56: Reduce hours of service by two hours at the end of day, Monday – Saturday. Existing Span: 5 a.m. – 1 a.m., Monday – Saturday. Proposed Span: 5 a.m. – 11 p.m., Monday – Saturday. No change to hours of service on Sunday.
 - Other Tempe Routes being adjusted for the same span of service in Tempe: 30, 45, 48, 56, 61, 62, 65, 66, 72, 77, 81, 108

Tempe would like to continue coordination and conversation on our local Transit service that also supports and connects to the Town of Guadalupe. Tempe is additionally hoping that any service reductions made can be later restored when funding is available.

ATTACHMENTS

1. PowerPoint

Long-Term Transit Fund Plan and Service Changes

**Town of Guadalupe
June 2021**



Tempe Transit Tax Program Elements (FY22)

Page 11



- Local/Express Bus, Orbit & FLASH (29%)
- Light Rail and Streetcar (26%)
- Personnel & Operating (22%)
- Capital Expenditures (10%)
- Debt Service (9%)
- TTC, Bus Shelters & Pathways (3%)
- Paratransit (1%)



- Successful – highest transit ridership per capita in region
 - 25 years of tax = city-wide transit service & infrastructure
 - Operating fund, not an expansion fund
- Current Trends
 - Pandemic related reduced ridership & fare collection
 - New fare collection systems (address fare abuse & regional enforcement)
 - Increasing transit service costs
 - Unstable economic conditions
- Expenditures exceeding revenues
 - Utilizing reserve, but now is the time
- Federal Covid “one-time” relief: ARP, CRSSA, CARES

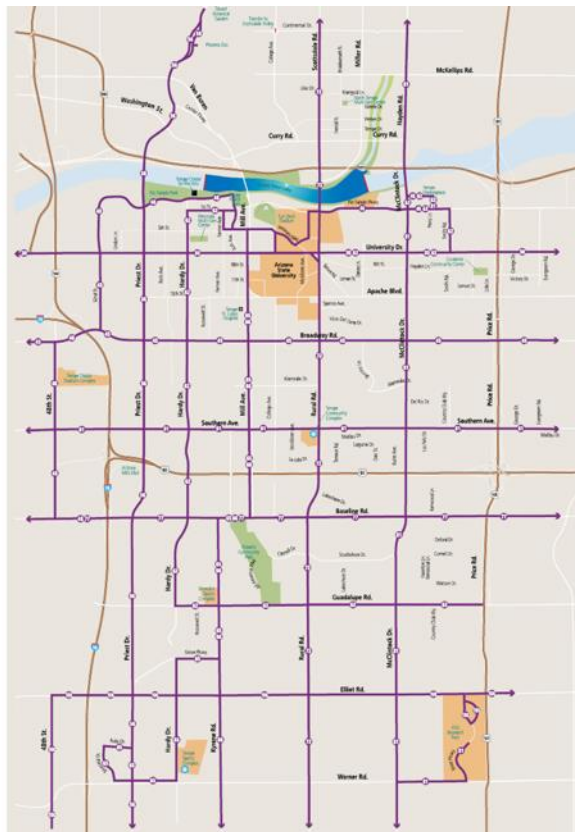




- Advertised at bus stops and Tempe Transportation Center, social media, emails and post cards
- 2 public meetings
- 5 commission presentations
- 118 Survey Responses
 - All respondents live, work or visit Tempe
 - 102 (86%) use transit
- Proposed October 2021 Service Changes
- General support, some concerns (minimize impact to riders)



Local Bus Span of Service Reduction



EXISTING SPAN OF SERVICE:

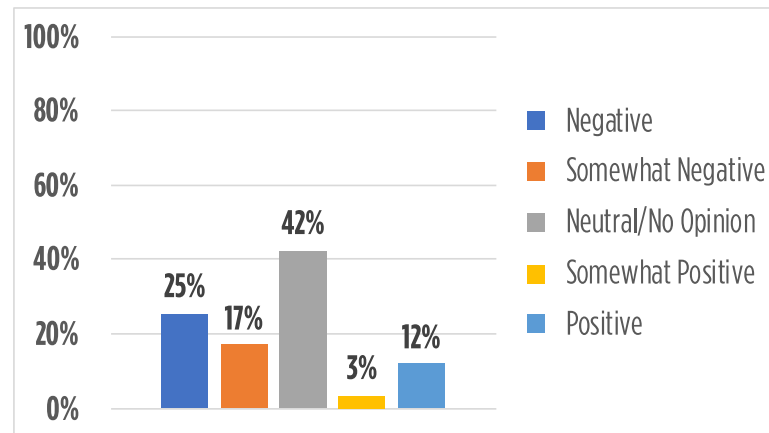
5am – 1am (Monday - Saturday)

5am – 10:30pm (Sunday)

PROPOSED SPAN OF SERVICE:

5am – 11pm (Monday – Saturday)

5am – 10:30pm (Sunday – no change)



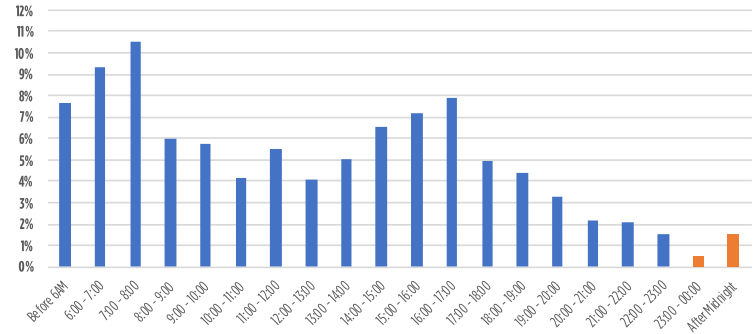
Local Bus Span of Service Reduction / Route 56

Page 15

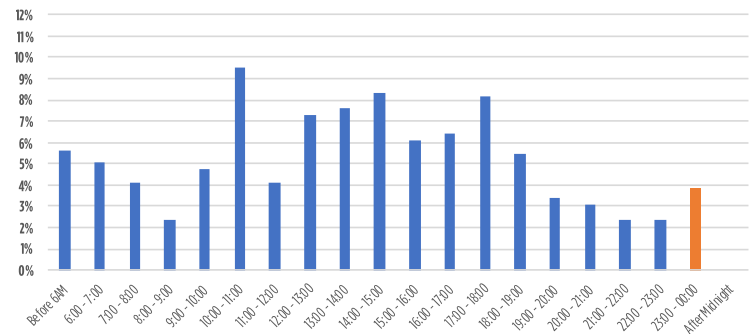


- Affects Avenida del Yaqui (town limits)
- Existing Span (Approx.):
 - 5am – 1am (Monday - Saturday)
 - 5am – 10:30pm (Sunday)
- Proposed Span (Approx.):
 - 5am – 11pm (Monday – Saturday)
 - 5am – 10:30pm (Sunday – no change)
- Proposed based on Community Values Survey
- Impacts to low-ridership hours
 - Approx. 2% of weekly boardings in Guadalupe
- Consistent, Tempe-wide change
- Alignment with most East Valley cities

Route 56 – Average Weekday Ridership – Town of Guadalupe



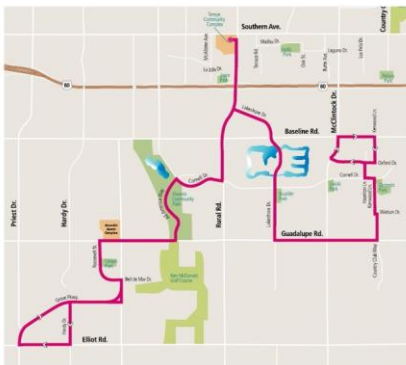
Route 56 – Average Saturday Ridership – Town of Guadalupe



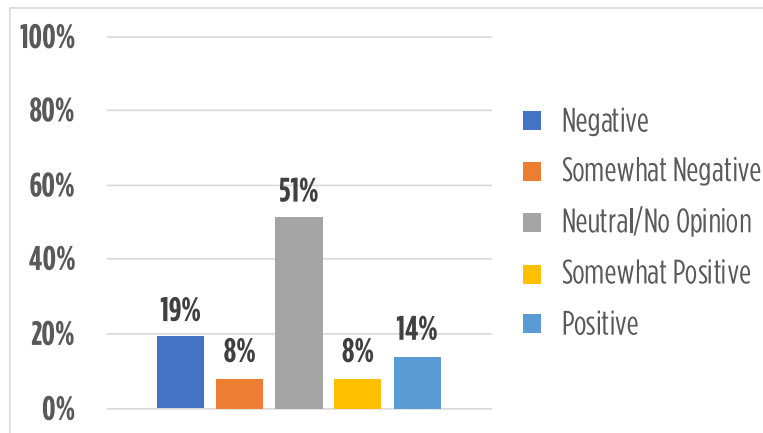
Realign Orbit Saturn



EXISTING



PROPOSED



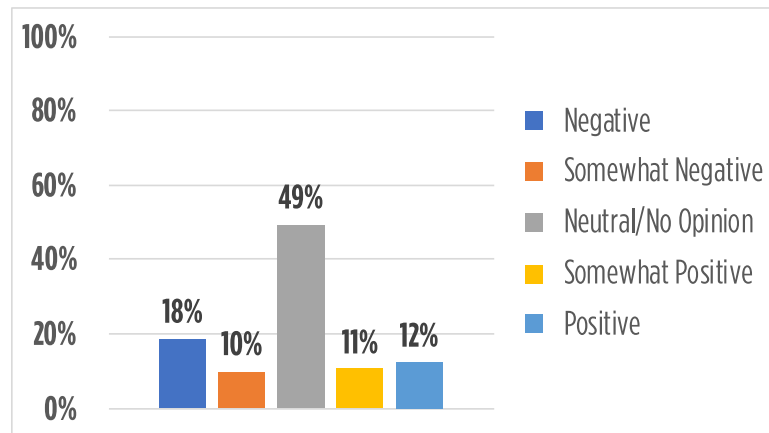
Realign Route 62



EXISTING



PROPOSED



New Orbit Buses & Transit Fleet Updates

Page 18



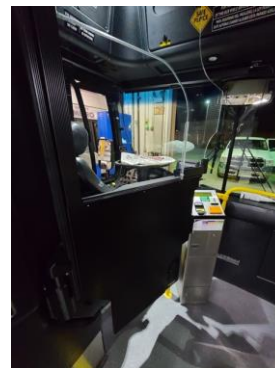
17 New Gillig buses launched on Orbit routes

- Replacing end-of-life Orbit buses
- Slightly smaller than other recent Orbit buses
- Improved passenger capacity and comfort
- Public Outreach November 2019
- RFP process late 2019/early 2020

Operator Barriers

Electric Bus Pilot Project

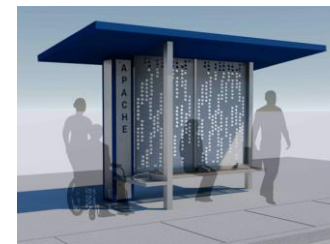
- Vehicle Demonstrations Summer 2020 (3)
- Exploring funding opportunities & partnerships



New Bus Shelter Design



- 4 design sizes
- Larger shade canopies, solar powered
- Adaptable to unique conditions in 800+ locations
 - More than 400 locations have no shelter
- Prototypes being developed for public review Summer, Fall
- Begin installs 2022
 - High ridership & equity focus





Tempe City Council Direction – May 6 2021

- Approve service changes for October 2021

Next Steps & Fall Council Updates

- Bus Shelter Design Public Feedback
- October Service Change Implementation & VM Coordination
- Continued Transit Fund Long-term Solvency

RESOLUTION NO. R2021.09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, ADOPTING A DEFINITION FOR COMMUNITY PARTNER; ADOPTING A PROCESS TO IDENTIFY COMMUNITY PARTNERS; ADOPTING A POLICY FOR COMMUNITY PARTNERS THAT WISH TO RESERVE THE MERCADO PATIO AND MULTI-PURPOSE ROOM; AND, DESIGNATING THE CONRADO F. BILDUCIA AMERICAN LEGION POST 124, NATIVE HEALTH, AND ARIZONA STATE UNIVERSITY - SCHOOL OF HUMAN EVOLUTION AND SOCIAL CHANGE, GLOBAL HEALTH DIVISION AS COMMUNITY PARTNERS.

WHEREAS, the definition of a Community Partner is an organization that is an active partner with the Town of Guadalupe providing and / or sharing significant resources including but not limited to the planning, coordination, programming, and execution of Town sponsored events; and,

WHEREAS, Community Partners shall be identified and designated by the Guadalupe Town Council annually during a Town Council Regular Meeting; and,

WHEREAS, Community Partners shall annually (July 1, 2021 – June 30, 2022), be entitled to four events on the Mercado Patio and four events in the Mercado Multi-purpose Room, free of Town related rental fees (excludes public safety, insurance, and alcohol fees, if applicable); and, in addition to partnering with the Town of Guadalupe on community events.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AS FOLLOWS:

At the June 10, 2021, Town Council Regular Meeting, the Guadalupe Town Council designated the following organizations as a Community Partners:

**Conrado F. Bilducia American Legion Post 124
Native Health**

Arizona State University – School of Human Evolution and Social Change, Global Health Division

PASSED by the Town Council of the Town Guadalupe, Arizona, this 10th day of June, 2021.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

RESOLUTION NO. R2021.10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, ESTABLISHING A PARTNERSHIP BETWEEN THE TOWN OF GUADALUPE AND THE PASCUA YAQUI TRIBE; AND, ADOPTING A POLICY FOR THE PASCUA YAQUI TRIBE TO RESERVE THE MERCADO PATIO AND MULTI-PURPOSE ROOM FOR VARIOUS EVENTS THROUGHOUT FISCAL YEAR 2022.

WHEREAS, the Pascua Yaqui Tribe has provided various forms of assistance and support to the Town of Guadalupe to further the betterment of the Town's resident's and ensure the preservation of the Towns' unique cultural heritage; and,

WHEREAS, the Pascua Yaqui Tribe is an organization that is an active partner with the Town of Guadalupe by providing and / or sharing significant resources including but not limited to the planning, coordination, programming, and implementation of Town of Guadalupe/Pascua Yaqui Tribe sponsored events; and,

WHEREAS, the Pascua Yaqui Tribe has provided critically needed funding during the COVID-19 pandemic in an effort to assist the Town in minimizing the impact of coronavirus to Town residents; and,

WHEREAS, the Pascua Yaqui Tribe shall annually (July 1, 2021 – June 30, 2022), be entitled to twelve events on the Mercado Patio and twelve events in the Mercado Multi-purpose Room, free of Town related rental fees (excludes public safety, insurance, and alcohol fees, if applicable); and, in addition to partnering with the Town of Guadalupe on community events.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AS FOLLOWS:

At the June 10, 2021, Town Council Regular Meeting, the Guadalupe Town Council declaring a partnership with the:

Pascua Yaqui Tribe

PASSED by the Town Council of the Town Guadalupe, Arizona, this 10th day of June, 2021.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys



C2021-39



To: Town of Guadalupe

Date: 5/28/21

ATTN: Jennifer Drury

Office: (480) 505-5373

THIS DOCUMENT IS TO REPRESENT A **PROPOSAL**

Email: jdrury@guadalupeaz.org

All of the described work is to be completed in a substantial and workmanlike manner according to standard practices.

Project: 8419 S Avenida del Yaqui

Location: Guadalupe AZ

SCOPE OF WORK:

Demolish, haul off and dispose of building, footings and foundation and trees.

ADDITIONAL ITEMS: •Add Alternate for Dust Permit: \$1,600.00
 *Add Alternate for Demo Permit: \$600.00

TOTAL BEFORE SALES
TAX:

SALES TAX: \$1,396.00

GRAND TOTAL:

\$23,665.00

EXCLUSIONS

Bond, Dust and Demo Permits, Weather/Vapor/Public/Traffic Barriers, Salvage, Sidewalk/Road Closures, Utility Disconnect and Capping, Layout, Patching, New Construction, Hazardous Material Identification and Handling, Unknown Underground Structures, Shoring, Backfill and Compaction, Unknown Floor Prep, Freon and Oil recovery

Payment to be made PER CONTRACT. Penalty of 2% per month on all past due accounts. No retention, sales tax or performance and payment bonding unless specified above. BCS Enterprises, Inc., here in called BCS will at all times maintain proper workers compensation and general liability insurance. BCS shall be excused for delays beyond its control such as but not limited to strikes, lockouts, work stoppages, shortage of materials, equipment or fuel, acts of God, judicial or governmental agencies, prime contractor, job supervisors or agents thereof. In the event that BCS deems it necessary to file any type of lien to secure payment of money due under this contract, and/or in the event BCS deems it necessary to employ an attorney to assist in collection or to file suit to collect any money due under this contract, or to act on its behalf due to breach of any provision, in each instance agrees to pay, in addition to any and all other sums due and owing hereunder, a reasonable sum as and for attorney's fees and any and all costs and expenses incurred and or paid by BCS, including but not limited to court costs. BCS will not be responsible for utility or facility locating beyond a standard blue stake or for any liability arising out of damage to underground utilities on the project in any nature whatsoever. BCS is not responsible for the identification or handling of regulated or hazardous materials of any kind, engineering, layout, shoring, or bracing. Weather protection and/or dust barriers (temporary or permanent) are not the responsibility of BCS. This agreement does not cover any unseen underground structure or debris. Any such removal will be done only upon written order for same and at additional cost. Any backfill or compaction of areas excavated for demolition to be done by others unless specified above. Any alteration or deviation from the above specifications involving extra cost or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in the contract. All agreements must be in writing. **THIS PROPOSAL TO BE AN INTEGRAL PART OF THE CONTRACT DOCUMENTS AND SHALL BE ADDED TO THE CONTRACT AS AN ATTACHMENT.**

Respectfully Submitted

Cameron Morris
 BCS Enterprises, Inc.
 Mobile (480) 620-0491
 Office (480) 633-8300

RESOLUTION NO. R2021.11

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE SALE OF RESIDENTIAL PROPERTY TO THE GUADALUPE COMMUNITY DEVELOPMENT CORPORATION, A 501(C)(3) NON-PROFIT ENTITY, FOR THE CONSTRUCTION OF LOW-INCOME HOUSING TO BE BUILT IN THE TOWN OF GUADALUPE.

BE IT HEREBY RESOLVED by the Mayor and Common Council of the Town of Guadalupe, Arizona (hereafter the "Town") that:

WHEREAS, there is a great need for low income and very low-income housing in the Town; and

WHEREAS, the Guadalupe Community Development Corporation (GCDC) has a long history of building such low-income homes and other projects in the Town; and

WHEREAS, the Town does not currently have a Housing Department and previously entered into a Memorandum of Understanding dated June 14, 2018, whereby the Town agreed to provide funding and other aid, when available, to the GCDC for low-income housing; and

WHEREAS, the GCDC has offered to buy the Town-owned property located at 5933 East Calle Milagros, Guadalupe, AZ, APN 301-44-318, as set forth in Exhibit A, providing it could be divided into 2 lots, as set forth in Exhibit B, for the price of \$50,000.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AS FOLLOWS:

1. Approves the sale of the property described in Exhibit B for the sum of \$50,000. Said property located at 5933 East Calle Milagros shall be divided into two lots as proposed – for the construction of low-income or very low-income housing in the Town.
2. The Mayor of Guadalupe is authorized to sign any and all documents necessary for the furtherance of the sale and construction of said lots.

PASSED by the Town Council of the Town Guadalupe, Arizona, this 10th day of June, 2021.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

April 6, 2021

Exhibit A

Honorable Mayor and Council
Town of Guadalupe
9241 So. Avenida Del Yaqui
Guadalupe, AZ 85283

**RE: Purchase Site for Affordable Housing
Guadalupe, Arizona 85283**

Dear: Honorable Mayor and Council

Please consider this letter to be our non-binding Letter of Intent to purchase the office of **Guadalupe Community Development Office site owned by the Town of Guadalupe. The Office is located at 5933 E. Calle Milagros.** Summarized below are the basic terms and conditions for Guadalupe Community Development Corporation (GCDC) to enter into a contract with the Town of Guadalupe to purchase a site owned by the Town. This letter will provide you with an outline of the basic terms and conditions upon which Guadalupe Community Development Corporation (Buyer) would be willing to enter into the contract to purchase the above-referenced property ("Property").

SUBJECT PROPERTY:	(+/- 9,800 square feet), actual square footage to be confirmed by Survey of Lot Description, Parcel Number 301-44-318. Attached is a Minor Land Division showing two Legal Descriptions with the two lots slightly less than 5000 square feet. Each lot now is shown at 1227 feet that is one foot above the 1226 requirement to be out of the Floodplain. GCDC is requesting a minimum of 7 feet side yard setbacks.
OWNER:	Town of Guadalupe, Seller
PURCHASE CONTRACT:	The offered price is expected to be no more than \$60,000 for the above-referenced property to be purchased. It is understood that the Buyer is obtaining Funds to build affordable homes. The Office would be demolished at a cost of approximately \$10,000. Since the site is part of the 100-year flood plain an approved plan from the Flood Control District of Maricopa County would have to be obtained at the expense of GCDC. This proposal asked that the Town allow the sale to be completed at \$50,000 due to the cost of the demolition of the building on the site.
PURCHASE PERIOD	Is expected to take about 45 days from the date of the agreement by the town to allow GCDC to purchase the property. Seller warrants that there are no known hazards and that it has not received any notice from government agencies regarding violations

Page 2

of including, but not limited to, zoning, building and environmental, etc. The site must be approved by Maricopa County with an Environmental Assessment completed by the county. This purchase being subject to approval by the town to split the site into two lots for the purpose of building two affordable single-family homes to be purchased by low income community members.

Contract to Purchase: GCDC is prepared to sign a purchase agreement subject to approval by the GCDC Board of Directors and upon approval by the Town of Guadalupe to sell the site.

Guadalupe Community Development Corporation: Activity Narrative

The Guadalupe Community Development Corporation has provided service and support to the Town of Guadalupe for over 26 years. The GCDC has been directly involved in assisting individuals and families in Guadalupe by providing acquisition of, and development of land for construction of family owned affordable housing. The GCDC has performed in the capacity of co-developer for three small subdivisions and several scattered site homes in Guadalupe and for two multi-family LIHTC rental developments. The GCDC is currently designated a Certified CHDO by the Arizona Department of Housing.

The GCDC co-developed and is the general partner in the Itom A'e Apartments, a **sixty-five unit senior LIHTC development**. The Guadalupe Affordable Housing Corporation (wholly owned by the GCDC) is the **general partner for both the Nuestra Senora and Itom A'e LIHTC limited** partnerships. In 2020 the GCDC used a licensed General Residential Contactor to build three single family homes. Three families in the community received loans to buy these three homes. Development and construction of affordable housing in Guadalupe, Arizona is an ongoing mission of the organization.

The Guadalupe CDC proposes to use HOME funds, if awarded, to assist with the construction of two to three single-family homes on lots, within the Town of Guadalupe, that the GCDC will acquire and own. Construction funding may also include Rural Community Assistance Construction (RCAC) loan funds used for acquisition and construction, as well as SHOP funds and GCDC funds. While current housing market conditions pose a challenge, we are confident that with sufficient gap financing these homes can be constructed and occupied by August of 2021. With \$260,000 in funding from the Maricopa Housing and Community Development HOME Affordable Rental/Home Ownership Program, we plan on being able to provide two homes on the site now owned by the Town of Guadalupe. The Guadalupe CDC is looking forward pursuing acquisition of this site from the Town Guadalupe.

Page 3

A down payment assistance model the GCDC uses for applicants who are members of the Pascua Yaqui Tribe is one that is in the form of a grant through the Pascua Yaqui Tribe. There are terms, rate, or deferral periods, so this makes it easier for both the applicants and GCDC to move forward with the construction and closing of the loans.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive contract to purchase the site and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive contract, and without any liability to the other party, either party may cancel the agreement due to not getting Environmental Clearance or not being allowed to split the site into lots.

Steve Langstaff
Executive Director

Acknowledged By: _____ on _____
Town of Guadalupe Date

Page 3

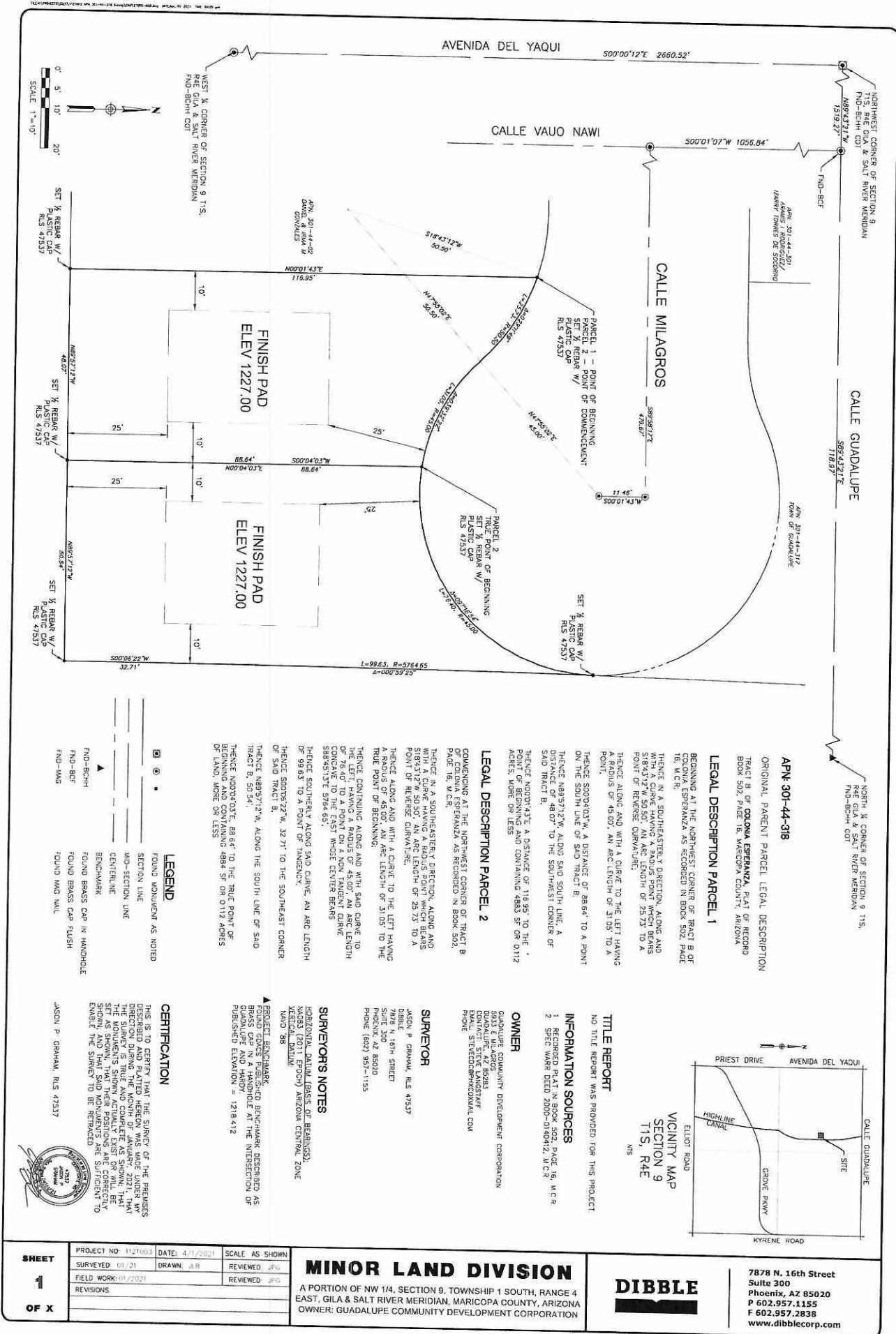
A down payment assistance model the GCDC uses for applicants who are members of the Pascua Yaqui Tribe is one that is in the form of a grant through the Pascua Yaqui Tribe. There are terms, rate, or deferral periods, so this makes it easier for both the applicants and GCDC to move forward with the construction and closing of the loans.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive contract to purchase the site and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive contract, and without any liability to the other party, either party may cancel the agreement due to not getting Environmental Clearance or not being allowed to split the site into lots.



Steve Langstaff
Executive Director

Acknowledged By: _____ on _____
Town of Guadalupe Date



RESOLUTION NO. R2021.12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, CONCERNING A TRANSFER OF DESIGNATED HOUSING FUNDS TO THE GUADALUPE COMMUNITY DEVELOPMENT CORPORATION, A 501 (C)(3) NON-PROFIT ENTITY.

BE IT HEREBY RESOLVED by the Mayor and Common Council of the Town of Guadalupe, Arizona (hereafter the "Town") that:

WHEREAS, the Town of Guadalupe has a great need for low and very low-income housing; and

WHEREAS, the Town Council of Guadalupe, on June 14, 2018, adopted Resolution No. R2018.11 approving a Memorandum of Understanding C2018-18 ("MOU") with the Guadalupe Community Development Corporation, a 501(C)(3) Entity ("GCDC"), and said Resolution and MOU are attached hereto and incorporated by reference; and

WHEREAS, said MOU authorized the Town of Guadalupe to provide funding to the GCDC for low-income housing to be built in the Town of Guadalupe; and

WHEREAS, the Town has identified certain housing designated funds as being appropriate for use for low-income housing in Guadalupe; and

WHEREAS, the Town of Guadalupe does not have a housing department, it would be appropriate, pursuant to the MOU C2018-18 and Resolution No. R2018.11, to provide funding to the GCDC for construction of low and/or very low-income housing in the Town of Guadalupe.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AS FOLLOWS:

1. The continued approval of Resolution No. R2018.11 and Memorandum C2018-18 are affirmed;
2. That the sum of \$56,030.58 shall be paid to the GCDC for the construction of low-income and/or very low-income housing in the Town of Guadalupe, as set forth in the MOU and 24 CFR 92;
3. The GCDC shall be responsible for all reporting requirements set forth in Paragraph C of the MOU as well as all other requirements of the MOU; and
4. The Mayor, or designee, is authorized to sign any and all documents necessary to further that purpose.

PASSED by the Town Council of the Town Guadalupe, Arizona, this 10th day of June, 2021.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

April 6, 2021

Honorable Mayor and Council
Town of Guadalupe
9241 So. Avenida Del Yaqui
Guadalupe, AZ 85283

**RE: Purchase Site for Affordable Housing
Guadalupe, Arizona 85283**

Dear: Honorable Mayor and Council

Please consider this letter to be our non-binding Letter of Intent to purchase the office of **Guadalupe Community Development Office site owned by the Town of Guadalupe. The Office is located at 5933 E. Calle Milagros.** Summarized below are the basic terms and conditions for Guadalupe Community Development Corporation (GCDC) to enter into a contract with the Town of Guadalupe to purchase a site owned by the Town. This letter will provide you with an outline of the basic terms and conditions upon which Guadalupe Community Development Corporation (Buyer) would be willing to enter into the contract to purchase the above-referenced property ("Property").

SUBJECT PROPERTY:

(+/- 9,800 square feet), actual square footage to be confirmed by Survey of Lot Description, Parcel Number 301-44-318. Attached is a Minor Land Division showing two Legal Descriptions with the two lots slightly less than 5000 square feet. Each lot now is shown at 1227 feet that is one foot above the 1226 requirement to be out of the Floodplain. GCDC is requesting a minimum of 7 feet side yard setbacks.

OWNER:

Town of Guadalupe, Seller

PURCHASE CONTRACT:

The offered price is expected to be no more than \$60,000 for the above-referenced property to be purchased. It is understood that the Buyer is obtaining Funds to build affordable homes. The Office would be demolished at a cost of approximately \$10,000. Since the site is part of the 100-year flood plain an approved plan from the Flood Control District of Maricopa County would have to be obtained at the expense of GCDC. This proposal asked that the Town allow the sale to be completed at \$50,000 due to the cost of the demolition of the building on the site.

PURCHASE PERIOD

Is expected to take about 45 days from the date of the agreement by the town to allow GCDC to purchase the property.
Seller warrants that there are no known hazards and that it has not received any notice from government agencies regarding violations

Page 2

of including, but not limited to, zoning, building and environmental, etc. The site must be approved by Maricopa County with an Environmental Assessment completed by the county. This purchase being subject to approval by the town to split the site into two lots for the purpose of building two affordable single-family homes to be purchased by low income community members.

Contract to Purchase:

GCDC is prepared to sign a purchase agreement subject to approval by the GCDC Board of Directors and upon approval by the Town of Guadalupe to sell the site.

Guadalupe Community Development Corporation: Activity Narrative

The Guadalupe Community Development Corporation has provided service and support to the Town of Guadalupe for over 26 years. The GCDC has been directly involved in assisting individuals and families in Guadalupe by providing acquisition of, and development of land for construction of family owned affordable housing. The GCDC has performed in the capacity of co-developer for three small subdivisions and several scattered site homes in Guadalupe and for two multi-family LIHTC rental developments. The GCDC is currently designated a Certified CHDO by the Arizona Department of Housing.

The GCDC co-developed and is the general partner in the Itom A'e Apartments, a **sixty-five unit senior LIHTC development**. The Guadalupe Affordable Housing Corporation (wholly owned by the GCDC) is the **general partner for both the Nuestra Senora and Itom A'e LIHTC limited** partnerships. In 2020 the GCDC used a licensed General Residential Contactor to build three single family homes. Three families in the community received loans to buy these three homes. Development and construction of affordable housing in Guadalupe, Arizona is an ongoing mission of the organization.

The Guadalupe CDC proposes to use HOME funds, if awarded, to assist with the construction of two to three single-family homes on lots, within the Town of Guadalupe, that the GCDC will acquire and own. Construction funding may also include Rural Community Assistance Construction (RCAC) loan funds used for acquisition and construction, as well as SHOP funds and GCDC funds. While current housing market conditions pose a challenge, we are confident that with sufficient gap financing these homes can be constructed and occupied by August of 2021. With \$260,000 in funding from the Maricopa Housing and Community Development HOME Affordable Rental/Home Ownership Program, we plan on being able to provide two homes on the site now owned by the Town of Guadalupe. The Guadalupe CDC is looking forward pursuing acquisition of this site from the Town Guadalupe.

Page 3

A down payment assistance model the GCDC uses for applicants who are members of the Pascua Yaqui Tribe is one that is in the form of a grant through the Pascua Yaqui Tribe. There are terms, rate, or deferral periods, so this makes it easier for both the applicants and GCDC to move forward with the construction and closing of the loans.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive contract to purchase the site and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive contract, and without any liability to the other party, either party may cancel the agreement due to not getting Environmental Clearance or not being allowed to split the site into lots.

Steve Langstaff
Executive Director

Acknowledged By: _____ on _____
Town of Guadalupe Date

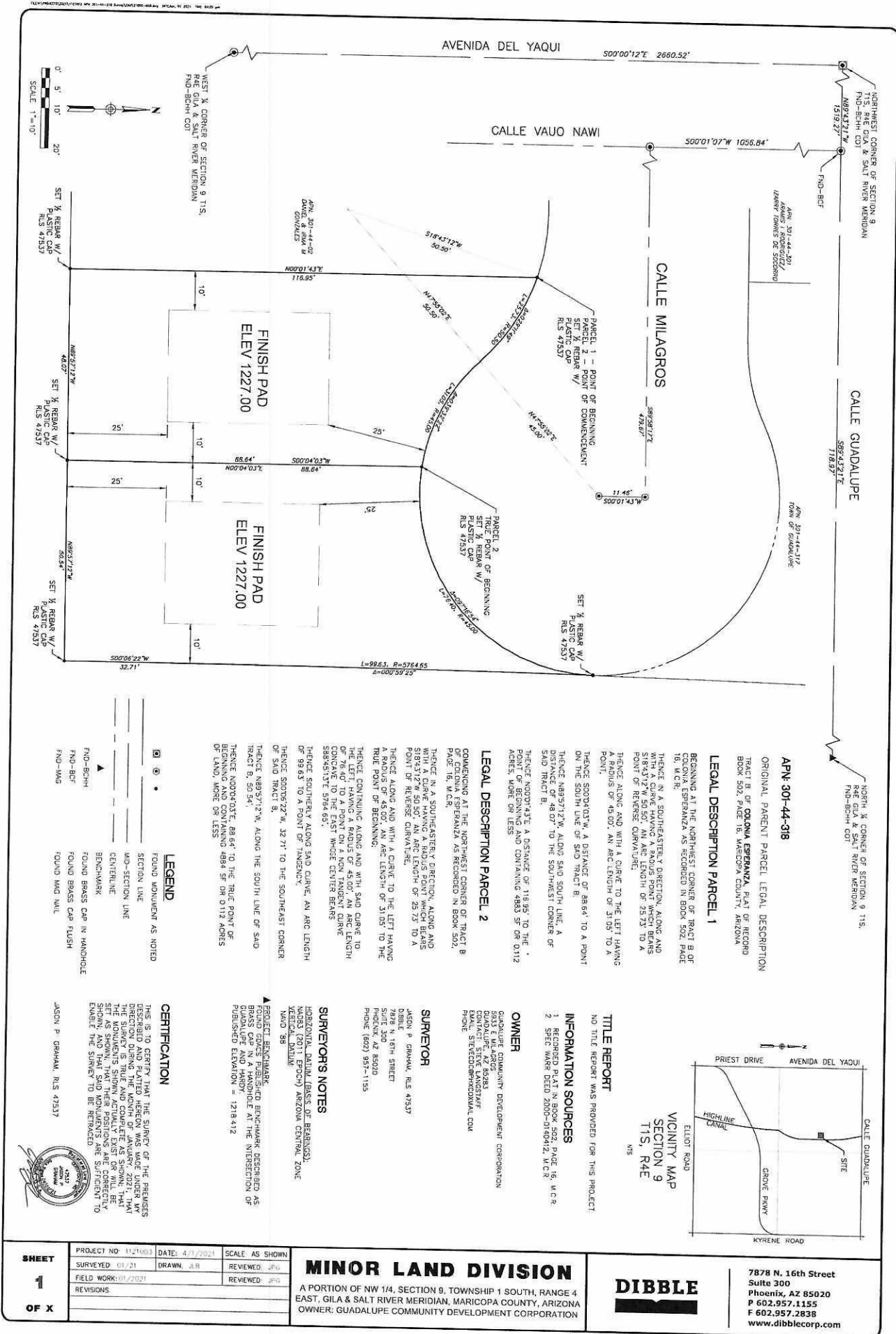
Page 3

A down payment assistance model the GCDC uses for applicants who are members of the Pascua Yaqui Tribe is one that is in the form of a grant through the Pascua Yaqui Tribe. There are terms, rate, or deferral periods, so this makes it easier for both the applicants and GCDC to move forward with the construction and closing of the loans.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive contract to purchase the site and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive contract, and without any liability to the other party, either party may cancel the agreement due to not getting Environmental Clearance or not being allowed to split the site into lots.


Steve Langstaff
Executive Director

Acknowledged By: _____ on _____
Town of Guadalupe Date



C2018-18

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this 14th day of June, 2018, by and between **Town of Guadalupe**, hereinafter referred to as the “Town”) a local government agency, and **Guadalupe Community Development Corporation**, hereinafter referred to as the “GCDC”) a local 501 (C)(3) nonprofit entity; all parties established under the laws of the State of Arizona.

WHEREAS, it is necessary that the **Town** and **GCDC** enter into a Memorandum of Understanding (MOU) for the proper and acceptable use of the **Town’s** income from payments on loans (hereinafter referred to as “program income”) for new home construction made with Maricopa County HOME Investment Partnerships (hereinafter referred to as “HOME”) funds, through the U.S. Department of Housing and Urban Development (HUD) to Town residents;

MOU TERM: This MOU shall take effect as of the date of execution by the **Town** and shall be in effect until cancelled by either party according to the provisions specified below.

NOW, THEREFORE, the parties do hereby agree as follows:

- A. The **Town** has received and will continue to receive, for the foreseeable future, program income from Guadalupe residents for new home construction loans secured through Town of Guadalupe Housing Department. These funds have been accumulating over the years and at the present time approximately \$106,139.00 are in the Town treasury.
- B. The **Town** has established accounting procedures and recording processes to receive these payments and to hold them until they can be used on HOME eligible projects.
- C. The GCDC, a certified Community Housing Department Organization (CHDO) with the Maricopa County Home Consortium, operates an established HOME eligible housing development program which assists low and very low income families residing in the Town of Guadalupe. The GCDC receives CHDO HOME funding from Maricopa County Human Services HOME Consortium to acquire and construct single family homes for low and very low income families in Guadalupe. Maricopa County has indicated that program income funds accumulated by the Town can be used by the GCDC for HOME eligible activities, as set forth in 24 CFR 92 and that all reporting requirements for these funds, as required by Maricopa County, would be assumed by the GCDC.
- D. Program income funds will be used to provide additional resources for new home construction for qualifying low and very low income families in Guadalupe and any other eligible use as described in 24 CFR 92.

MOU ADMINISTRATION: In accordance with federal regulations, including 24 CFR 92, the **TOG and GCDC** are responsible for ensuring the administration of the HOME Program in accordance with all program requirements.

- A. Internal Controls – **Town and GCDC** shall utilize adequate internal controls and maintain necessary source documentation for all activity costs incurred. The Town will be responsible for the collection and receipting of the program income and the GCDC will be responsible for reporting all expenses and costs related to the use of program income.
- B. Records Retention – **Town and GCDC** shall retain all records pertinent to this MOU for a period of five (5) years after the close of an activity, except that records documenting affordability compliance shall be kept for five (5) years after the end of the period of affordability.
- C. Activity Reports – **GCDC** shall submit reports required by any of the funding agencies including, but not limited to, activity setups, completion reports, reports of beneficiaries' demographics, and other HUD-required reporting data.
- D. Audits and Inspections – Records with respect to any matters covered by this MOU shall be made available to the either party, their designees or Maricopa County Human Services Department, at any time during normal business hours as often as the parties deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

GENERAL PROVISIONS:

- A. It is expressly understood by the parties hereto that this MOU has been negotiated and executed in anticipation of receipt of HOME program income by the **GCDC** from the **Town** pursuant to the HOME Program and that, therefore, the terms; conditions and sums payable under this MOU are subject to any changes or limitations which may be required by HUD and the HOME Program regulations.
- B. This MOU may be amended at any time by either party providing both parties consent. Amendments shall be filed with the original MOU.
- C. This MOU shall be governed by and construed in accordance with the laws off the State of Arizona and all applicable federal laws and regulations.
- D. The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.
- E. The **GCDC** shall not discriminate against any ADDI applicant, employee, or applicant for employment because of race, color, religion, sex, national origin, familial status, age or disability and shall take affirmative action to insure that applicants for employment and employees are treated, during employment, without regard to their race, color, religion, sex, national origin, familial status, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship.

- F. **The Town and GCDC** administers all services in accordance with the Fair Housing Act.
- G. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
- H. **The Town or GCDC** may terminate this MOU for convenience in accordance with 24 CFR §85.44. Both parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.
- I. Upon approval of this agreement, **The Town** will remit to **GCDC** the program income funds which have been accumulated and quarterly hereafter remit the amount of program income funds received for the previous quarter.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and day first above written.

Town of Guadalupe

**Guadalupe Community
Development Corporation**

Valerie Molina, Mayor
June 14, 2018

President

Date

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

ATTEST:

David Ledyard, Town Attorney

Secretary of the Board

Date

RESOLUTION NO. 2018.11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE GUADALUPE COMMUNITY DEVELOPMENT CORPORATION FOR THE PROPER AND ACCEPTABLE USE OF THE TOWN'S INCOME FROM PAYMENTS ON LOANS FOR HOUSING REHABILITATION MADE WITH MARICOPA COUNTY HOME INVESTMENT PARTNERSHIPS FUNDS, THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO TOWN RESIDENTS.

WHEREAS, this Memorandum of Understanding shall take effect as of the date of execution by the Town of Guadalupe and shall be in effect until cancelled by either party according to the provisions outlined in the Memorandum of Understanding (Exhibit A).

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

The Mayor is authorized and directed to execute all documents in furtherance of this Memorandum of Understanding with the Guadalupe Community Development Corporation for the proper and acceptable use of the Town's income from payments on loans for housing rehabilitation made with Maricopa County HOME Investment Partnerships funds, through the U.S. Department of Housing and Urban Development to Town residents.

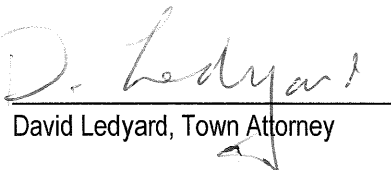
PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this 14th day of June, 2018.


Valerie Molina, Mayor

ATTEST:


Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:


David Ledyard, Town Attorney

C2018-17F

AMENDMENT NO. 8 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
TOWN OF GUADALUPE

- I. Maricopa County ("County"), administered by its Human Services Department, and the Town of Guadalupe ("Subrecipient"), entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about June 30, 2016, for the term of July 1, 2016, through June 30, 2017. The purpose of the Agreement is for the County to provide the Subrecipient with funds for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The County and the Subrecipient collectively are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about July 13, 2017, which (among other things) extended the Agreement term and provided funding for the period July 1, 2017, through June 30, 2018. The Parties fully executed Amendment No. 2 on or about June 28, 2018, which (among other things) extended the Agreement term and provided funding for the period July 1, 2018, through June 30, 2019. The Parties fully executed Amendment No. 3 on or about July 26, 2019, which (among other things) extended the Agreement term and provided funding for the period July 1, 2019, through June 30, 2020. The Parties fully executed Amendment No. 4 on or about August 6, 2020, which (among other things) extended the Agreement term and provided funding for the period July 1, 2020, through December 31, 2020. The Parties fully executed Amendment No. 5 on or about July 20, 2020, which (among other things) extended the Agreement Termination date from December 31, 2020 to June 30, 2021. The Parties fully executed Amendment No. 6 on or about February 17, 2021, which provided funding for the period January 1, 2021, through June 30, 2021. The Parties fully executed Amendment No. 7 on or about May 19, 2021, which (among other things) provided additional funding for the period April 1, 2021, through June 30, 2021.

- II. The Parties agree to enter into this Amendment No. 8 to amend the Agreement as follows:
- A. Amend Section I (General Provisions), Paragraph E (Term/Effective Date/Renewal Life of the Agreement), Subparagraph 1, to add the following sentence: The Agreement may be extended for a fifth term not exceeding one year, upon written agreement of the parties.
 - B. Extend the Agreement Termination date from June 30, 2021, to and through June 30, 2022.
 - C. The County shall provide the Subrecipient with \$107,254 for the period July 1, 2021, to and through June 30, 2022 ("Period of Availability").

- D. Revise Section IV (Compensation), by deleting Paragraph B (Reimbursement) and replacing it with the following:
- B. REIMBURSEMENT
1. The Subrecipient shall submit monthly requests for reimbursement by the 15th calendar day of the month following the month close out.
 2. The Subrecipient also shall attach sufficient backup to a reimbursement claim, such as a General Ledger or a detailed Expenditure Report, with the included charges identified.
 3. All requests for reimbursements shall be submitted to:
HSDFINANCE@MARICOPA.GOV
 4. The final request for reimbursement must be submitted no later than July 15th.
- E. Incorporate into Section V (Attachments) an updated Operating Budget for the Period of Availability, which budget is attached to this Amendment No. 8 and titled "Amendment No. 8 – Attachment B."
- III. Section II above contains all the changes made by this Amendment No. 8. All other terms and conditions of the Agreement remain in full force and effect as amended by Amendment Numbers. 1, 2, 3, 4, 5, 6, and 7.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 8 on their behalf.
- V. This Amendment No. 8 shall be effective upon approval and signature by both Parties.

(Signatures are contained on the follow page)

IN WITNESS, the Parties have approved and signed this Amendment No. 8:

APPROVED BY:
SUBRECIPIENT

APPROVED BY:
MARICOPA COUNTY

Valerie Molina, Mayor 6/10/2021

Chairman, Board of Supervisors Date

Attested To:

Attested To:

Jeff Kulaga, Town Manager/Clerk 6/10/2021

Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 8 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE TOWN OF GUADALUPE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 8 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
David E. Ledyard 6/10/2021

BY: _____
Deputy County Attorney Date

AMENDMENT NO. 8 - ATTACHMENT B**Operating Budget**

Contract Operating Budget -County July 1, 2021, through June 30, 2022

SUBRECIPIENT: Town of Guadalupe

Service: Crisis Case Management and Financial Assistance Services

Revenue Sources

County*	\$107,254
---------	-----------

Total Revenues	<hr/> \$107,254
-----------------------	-----------------

Budget Categories

Personnel / ERE	\$101,201
Professional / Outside Services	\$300
Space	\$503
Materials / Supplies	\$3,150
Operating Services	\$2,100

Total Expenses	<hr/> \$107,254
-----------------------	-----------------

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated **AND**
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, Arizona 8283
480-730-3080 fax: 480-505-5368
EIN: 86-029728

DURATION OF THE CONTRACT, FY 2022: July 1, 2021 and shall end June 30, 2022

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO

Jeff Kulaga, Town Manager

Programmatic Authority: Lizzie Kazan, Director of
Contracts Administration

Jeff Kulaga, Town Manager

Daily Contacts: Michael Ashton, Contracts Specialist

Amber Carter, Senior Center Director

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Accounts Receivable, same as above.

This Contract is entered into by and between Town of Guadalupe, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING,
REGION ONE, INCORPORATED

TOWN OF GUADALUPE

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

Jeff Kulaga, Town Manager

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2022-21-GUA

CONTRACTOR: Town of Guadalupe

Document **Original Contract**

Contract Term July 1, 2021 to June 30, 2022

Contract Payment Ceiling for All Services: TOTAL: \$ 151,430

CONTRACT OPERATING BUDGET

	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
REVENUE				
Area Agency	79,592	43,859	12,000	15,979
Project Income	6,624	72	-	29
Non-Fed Inkind	8,800	2,200	11,000	-
Non-Fed Cash	32,729	32,026	38,024	21,613
Other Federal	-	-	-	-
TOTAL	127,745	78,157	61,024	37,621
EXPENSES				
Personnel	52,797	37,575	25,861	20,501
ERE	13,144	9,633	8,442	6,019
Prof&Outside	800	800	800	-
Travel	-	3,784	-	11,101
Space	16,789	4,200	21,028	-
Equipment	-	-	-	-
Materials/Supl	41,096	19,687	1,801	-
Operating Svc	3,119	2,478	3,092	-
Indirect	-	-	-	-
TOTAL	127,745	78,157	61,024	37,621
Units	10,272	3,024	796	3,410
Unit Rate	\$ 12.44	\$ 25.85	\$ 76.66	\$ 11.03

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 “*Award Date*” The date the Contract is executed by Area Agency. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Award or Signature Page.
- 1.2 “*Client Specific Referral*” Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.
- 1.3 “*Department*” The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.4 “*Effective Date*” The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.5 “*Equipment*” All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.6 “*May*” Indicates something that is not mandatory but permissible.
- 1.7 “*Purchase Order*” also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.8 “*Shall, Must*” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.
- 1.9 “*Should*” Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.
- 1.10 “*Vulnerable adult*” An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.
- 1.11 “*Additional Insured*” Specifically includes all agencies and requirements as identified in Section 26.4.3.
- 1.12 “*Area Agency*” Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.
- 1.13 “*Contract Specialist*” Is the Area Agency staff person who is assigned managerial responsibility for the contract.
- 1.14 “*Scope of Work*” The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.
- 1.15 “*Service Specification*” The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 “This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency.”

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

- 3.1.1
- A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.
- 3.1.2
- This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.
- 3.1.3
- The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0

AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

- 4.1
- In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.
- 4.2
- Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.
- 4.3
- In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0

AUTHORIZATION FOR SERVICES

- 5.1
- Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.
- 5.2
- No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0

BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

If providing direct services to children or vulnerable adults, the following shall apply:

- 6.1
- The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.
- 6.2
- The Contractor will conduct A Central Registry Background Check (*Exhibit A*) using the Area Agency contract number **CTR048037** 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:
- 6.2.1
- Any person who applies for a contract with Area Agency and that person’s employees;
- 6.2.2
- All employees of a contractor;
- 6.2.3
- A subcontractor of a contractor and the subcontractor’s employees; and
- 6.2.4
- Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 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.

- 6.3.1 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.
- 6.3.2 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 Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form (*Exhibit B*) if the certification states:
- 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 6.4.2 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.
- 6.5 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 Area Agency clients.
- 6.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.
- 6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: <https://des.az.gov/documents-center>.
- 6.7.1 In the Document Center "Filter by Category "Select Aging" and click on "Search". This will produce the following result:

1. Document Number AAA-1344A

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor'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 Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

- 9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
- 9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;
- 9.3 Provided favorable or unfavorable treatment to anyone;
- 9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;
- 9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

11.2 The Contractor 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.

11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 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 Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract 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.

11.4 The Contractor 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.

11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.

12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

- 13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates. Page 59

14.0 COOPERATION

- 14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

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

- 16.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:

- 16.2.1 Document Number J-119-Single (For requests involving a single division or program).

- 16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

- 17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

- 17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

- 17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.

- 17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

- 17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

18.0 EVALUATION

- 18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.
- 19.0 E-VERIFY**
- In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:
- 19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(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.")*
- 19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.
- 20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES**
- 20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.
- 21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**
- In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:
- 21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.
- 22.0 FEES AND PROGRAM INCOME**
- Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 23.0 FINGERPRINTING**
- 23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to

- 23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.
- Exhibit C English*
- Exhibit D Spanish*
- 23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:
- 23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.
- 23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- 24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.
- 24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0 INCLUSIVE CONTRACTOR

Contractor 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. Contractor 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 Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0 INDEMNIFICATION AND INSURANCE

26.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials,

agents, and employees (hereinafter referred to as "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 Insurance Requirements

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3 Minimum Scope and Limits of Insurance

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	\$3,000,000 (ALTCS) / \$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). 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. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*

4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the

- Combined Single Limit (CSL) \$1,000,000
1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
 - Annual Aggregate \$2,000,000
1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
 2. 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.
 3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following

- 26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 26.4.3 Required Agencies:
- ✓ Area Agency on Aging, Region One Incorporated
 - ✓ State of Arizona and Department of Economic Security
 - ✓ Banner University Family Plan
 - ✓ UnitedHealthcare Community Plan
 - ✓ Mercy Care Plan

26.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

- 26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 26.6.2 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 for the A.M. Best's rating requirements listed in this contract. If the contractor 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 the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

- Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor 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 Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 **IT 508 COMPLIANCE**

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 **LEVELS OF SERVICE**

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 **LIMITED ENGLISH PROFICIENCY**

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:

<https://des.az.gov/digital-library/limited-english-proficiency>.

30.0 **NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

- 31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 31.2 The Contractor 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 Contractor 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.
- 31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
- 31.3.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and 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, the Contractor prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The Contractor 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 Contractor must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Contractor 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: **Amber Carter (480) 505-5393** *"Para obtener este documento en otro formato o obtener información adicional sobre esta política, Amber Carter (480) 505-5393."*

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

- 32.1 All notices shall reference the contract number.
- 32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:
- 32.2.1 Change of telephone number;
- 32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;
- 32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or
- 32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

- 33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
- 33.1.1 ADES Special Terms and Conditions;
- 33.1.2 Uniform Terms and Conditions;

- 33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 33.1.4 Scope of Work;
- 33.1.5 Service Specifications
- 33.1.6 Area Agency Manuals, Policies and Directives
- 33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
- 33.1.8 Exhibits;
- 33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

- 34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 34.1.2 Alternative methods to ensure there are services or products in the supply chain.
 - 34.1.3 An up to date list of company contacts and organizational chart.
- 34.2 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 Contract impossible or impracticable, Area Agency shall have the following rights:
 - 34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 34.2.2 Area Agency 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 as may be amended of the Arizona Procurement Code.
 - 34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

- 36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:
 - 36.1.1 ☒ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall be only be made by a Contract Amendment.
 - 36.1.2 ☐ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.
- 36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue

payment based upon actual allowable costs incurred consistent with each service budget, ~~Page 59~~ Budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.

- 36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.
- 36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.
- 36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.
- 36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.
- 36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 36.6 Under no circumstances shall Area Agency make payment to the Contractor:
- 36.6.1 That exceeds the unit authorized without an amendment to this contract;
- 36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
- 36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 36.8 Compensation for Rate or Fixed Price
- 36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
- 36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
- 36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
- 36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
- 36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of

the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original ~~Page 68~~ date.

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.

36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;

37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

37.6 Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract. Page 61

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract 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 Contract.

41.0 RATE ADJUSTMENT

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of 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 Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

- 42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of ~~Page 62~~ driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
- 42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.
- 42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 42.2.2 If this Contract 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 any such termination.
- 42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

- 43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.
- 43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

- 44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*
- 44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.
- 44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- 44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.
- 46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
- 46.2.1 Be on the Contractors company letterhead;
- 46.2.2 Be signed by an authorized representative of the Contractor; and
- 46.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);
 4. The type of goods and/or services to be provided by the subcontractor;
 5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.
- 46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.
- 47.0 SUBSTANTIAL INTEREST DISCLOSURE**
- 47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
- 47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.
- 48.0 SUPPORTING DOCUMENTS AND INFORMATION**
- In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 49.0 SUSPENSION OR DEBARMENT**
- In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- 50.0 TECHNICAL ASSISTANCE**
- Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 51.0 TERMINATION FOR ANY REASON**
- 51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or

eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of 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 and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.
- 1.3 *"Contract Amendment"* means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 ADES Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;

2.3.4 Scope of Work;

2.3.5 Service Specifications;

2.3.6 Area Agency manuals, policies and directives;

2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions

2.3.8 Exhibits;

2.3.9 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 CONTRACT ADMINISTRATION AND OPERATION

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.

- 3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency. Page 67
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.
- 3.9 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years whichever is longer."*
- 3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 4.0 COSTS AND PAYMENTS**
- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
- 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and its funders harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5.0 **CONTRACT CHANGES**

5.1 **Amendments.** This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 **RISK AND LIABILITY**

6.1 **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.2.3 **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and

subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnatee) 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 or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure.**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
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
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 **Third Party Antitrust Violations.** The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 **WARRANTIES**

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that,

- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.
- 7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8.0 **CONTRACTUAL REMEDIES**
- 8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 **Stop Work Order.**
- 8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.
- 8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully

comply constitutes a breach of contract. On delivery of nonconforming materials or services, ^{Page 71}Area Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 **CONTRACT TERMINATION**

- 9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 **Gratuities.** The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.
- 9.4 **Termination for Convenience.** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 **Termination for Default.**
- 9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.
- 9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. Page 72

10.0 CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

CONTRACTOR SPECIFIC TERMS
Subcontract Provisions for ALTCS Funded Service Programs

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Definitions

- a. ALTCS shall mean Arizona Long Term Care System
- b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
- c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.

2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.

3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)

4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)

5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)

6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)

8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)

9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]

10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.

12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).
13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.
14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.
16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.
17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **ADES Special Terms and Conditions section 26.0 Indemnification and Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.
19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.
22. Records Retention
 - a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent

and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS. Page 75

- b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
 - c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
 - 1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
 - 2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
 - 3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
 - d. If this contract 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 any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)
23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.
25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.
26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]
27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.
28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

16.0 CONGREGATE MEALS**16.1 Purpose Statement**

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 Service Description

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 Service Requirements – The Contractor shall provide:**16.3.1 Menu Planning**

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
 - a) A dietitian or other individual meeting the requirements in Section 17.4;
 - b) Meal participants; and
 - c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
 - a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
 - b) Plan menus considering the availability of foods during seasons when they are most plentiful.
 - c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS "Nutrition, Food Service, and Wellness Manual as amended.
 - d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority (≥ 80%) as hot meals.
 - iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor's standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS "Nutrition, Food Service, and Wellness Manual" and as may be amended.

16.3.2 Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.

2. Prepare or arrange for preparation and service of meals and adhere to approved menu as written.
 - b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
 - c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
 - d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.

8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.

- a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 Social Interaction

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 Licensure/Certification Requirements

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment. Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 Reporting Unit

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION

- a. To provide for delivery of congregate meals.

2. STAFFING REQUIREMENTS

- a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
 1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
 2. Document staff certification and training in personnel files.
 3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. CLIENT CONTRIBUTION POLICIES

- a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All congregate meal operations must be conducted using the Area Agency electronic database.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. program reports completed by the 5th of each month.
 - ii. financial statement completed by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal served to a client.

22.0 HOME DELIVERED MEALS**22.1 Purpose Statement**

22.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

22.2 Service Description

22.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

22.2.2 Home Delivered Meals is a case-managed service.

22.2.3 Provide older adults, in their home or place of residence, with nutritious meals that meet one-third (1/3) of the Dietary Reference Intakes.

22.2.4 Provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

22.2.5 A “wellness check” is conducted at the time of the meal delivery to evaluate the general health and well-being of the meal recipient.

22.2.6 The service also provides for the opportunity for socialization.

22.2.7 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall provide:**22.3.1 Menu Planning**

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six (6) or more week menu that will be rotated throughout the period.
2. Maintain menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.

22.3.2 Utilize a mechanism to solicit the advice and expertise of:

1. Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM)
2. Meal participants; and
3. Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.

22.3.3 Compose menus in English as well as the dominant language or languages of the participant group for each site.

22.3.4 Incorporate ethnic and cultural preferences of participants when planning menus.

1. Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
2. Plan menus considering the availability of foods during seasons when they are most plentiful.
3. Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
4. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - a) Each meal must contain a specified number of calories as defined in DAAS policies and procedures;
 - b) Plan the menu with a majority (≥ 80%) as hot meals; and
 - c) Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
5. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - d) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.
6. Annually review food service expenditures in order to further cost-effective management.
7. Develop and implement an emergency plan to be used when the meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with supplies on

hand for implementation.

22.3.5

Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five (5) days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
 - e) Prepare or arrange for preparation and service of meals and adhere to approved menus as written:
 - i. Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans;
 - ii. Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1; and
 - iii. All substitutions shall be documented on the approved menu for site review.
 - f) Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
 - g) Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.
 - h) Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
 - i) Provide menus to eligible client at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
 - j) Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
 - k) Document the number of meals provided each month at each location.
 - l) Review food service expenditures annually in order to further cost-effective management of expenses.
 - m) Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
 - n) Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, as may be amended.

22.3.6

Delivery Requirements

1. Package and deliver meals in a safe and sanitary manner.
2. Meals are to be hand-delivered directly to the eligible client unless an exception has been made and is documented in the client's case file.
3. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one (1) week in advance.
4. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
5. Maintain record/log of the number of meals delivered each month to each individual.
6. If more than one (1) frozen meal is received per delivery per individual, document reason for multiple meals delivery in the individual's case record.
7. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s).

22.3.7

Wellness Check

1. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery; and
2. Refer to Case Manager all individuals for appropriate action who present additional medical or social problems during the course of service delivery.

22.3.8

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and

sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.

3. Document staff certification and training in personnel files.
4. Provide training on a quarterly basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
5. Train meal delivery staff in Wellness Check evaluations on communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery.
6. Document staff certification and training in personnel files.

22.3.9 Nutrition Education

1. Provide to home delivered meal individuals printed nutrition education materials two (2) times per quarter.
2. Plan, develop, and implement a written nutrition education program that includes at least two (2) handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
 - a) Dietary guidelines for older adults;
 - b) Modified meals and chronic disease;
 - c) Food and drug interaction;
 - d) Physical fitness health information as it relates to nutrition;
 - e) Meal planning and preparation;
 - f) Budgeting, shopping; and
 - g) Sanitation.
3. Nutritional information provided to individuals shall be backed by credible research, such as but limited to: The Academy of Nutrition Dietetics, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration for Community Living, and the National Institute on Aging.

22.4 Licensure/Certification Requirements

22.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics, have successfully completed the examination for registration, and meet continuing education requirements.

22.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

22.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and meet continuing education requirements and are in good standing with the Board.

22.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment. Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

22.4.5 Valid and current state Driver's License for delivery drivers shall be maintained.

22.5 Reporting Unit

22.5.1 One (1) unit of service equals one (1) meal.

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION

- a. To provide for delivery of home delivered meals.
- b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
- c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
- d. Assessments of clients need for meals shall be the sole responsibility of case management.
- e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. STAFFING AND VEHICLE REQUIREMENTS

- a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
- b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
- c. Individuals driving an Area Agency vehicle must have a clean MVD history.
- d. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- d. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 1. social needs of the homebound client.
 2. development of observation of skills necessary to detect changes in client functioning or status.
 3. appropriate methods of interacting with homebound clients.
 4. appropriate responses to client medical emergencies.
 5. methods of reporting changes in client's physical/mental status.
 6. methods for reporting barriers to service delivery.
 7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. SERVICE DELIVERY

- a. A review must be conducted at least quarterly by supervising staff of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
- b. Client signatures
 - i. All clients must sign for the receipt of each home delivered meal.
 - ii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Area Agency approved software. Case manager authorization should be updated with each new authorization.
 - iii. If a client is unable to sign his/her name, then an adult in the home must sign his/her name denoting acceptance of the meal on behalf of the client. In the absence of a person in the home, the delivery person may execute his/her initials and note why initials were necessary.
- c. Meal Delivery
 - i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
 - ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
 - iii. Delivery of the meal must be made directly to the client.
 - iv. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
 1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
 2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
 - v. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.
- d. Non-Provision of Service
 - i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES

- a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.

- b. Clients shall be informed of their right to contribute toward the service as well as their right to ~~pay~~ the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the contractor through the site council or similar client-centered group and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All home delivered meal operations must be conducted using the Area Agency electronic database.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. Post all Home Delivered Meals by the 5th of each month.
 - ii. program reports by the 5th of each month.
 - iii. financial statement by the 10th of each month.

6. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal delivered to an authorized client.

29.0 MULTIPURPOSE CENTER OPERATIONS**29.1 Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 Service Description

29.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 Service Requirements – The Contractor shall provide:

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

29.3.5 Education:

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
4. Develop and maintain on-going physical activity programs;
5. Coordinate with local community resources to provide health screening and health risk assessments; and
6. Provide training on the self-management of chronic conditions.

29.3.6

Volunteer Opportunities:

1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
2. Implement a volunteer recruitment system;
3. Provide job descriptions for volunteers; and
4. Provide and document training for volunteers.

29.3.7

Recreational Activities:

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;

29.3.8

Intergenerational Programs:

1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

29.4

Licensure/Certification Requirements

29.4.1

All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.

29.5

Reporting Unit

29.5.1

One (1) unit of service equals 60 minutes of service time.

39.0 SOCIALIZATION AND RECREATION**39.1 Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 Service Description

39.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 Service Requirements – The Contractor shall provide the following:

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 Reporting Unit

39.4.1 One (1) unit of service equals 60 minutes of staff time.

MULTIPURPOSE CENTER OPERATION SOCIALIZATION & RECREATION

1. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
- c. Staffing
Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report for activities completed by the 5th of each month.
 - ii. program report for MCO units completed by the 5th of each month.
 - iii. financial statement completed by the 10th of each month.

20.0 GENERAL TRANSPORTATION**20.1 Purpose Statement**

The service helps to assist individuals 60 years of age or older and/or individuals with disabilities to maintain their independence and avoid costly and unnecessary placement in a care facility by providing access to services.

20.2 Service Description

20.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

20.2.2 The service includes the arrangement and/or provision of transportation services which may include the use of a car, bus or van.

20.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

20.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.

20.2.5 Services may include the transport of eligible groups of individuals to activities such as recreational, educational or community events.

20.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000 of the DAAS Policy and Procedure Manual, as may be amended.

20.3 Service Requirements - The Contractor shall:

20.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

20.3.2 Require the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

20.3.3 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.

1. Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.

20.3.4 Require that drivers have and carry a valid driver's license.

20.3.5 Provide driver training that includes instructing how to assist individuals to safely enter and exit vehicles, handle road emergencies, safe driving, defensive driving, and disease specific information (e.g., Alzheimer's, Parkinson's, and Diabetes).

20.3.6 Protect the individual's safety while using this service.

20.3.7 Provide information to individuals on accessing the transportation service.

20.3.8 Arrange transportation for individuals:

1. Make arrangements for transportation through public or private transportation providers; and
2. Determine with the individual and/or significant others, a plan for providing transportation

20.3.9 Provide transportation for individuals:

1. Transport individuals from one (1) location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.);
2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle;
3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs;
4. Record and maintain services delivered to each individual; and
5. Adhere to time schedules.

20.4 Licensure/Certification Requirements

20.4.1 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.

21.1.1 Utilize vehicles which have a valid Arizona license plate and pass emissions standards at a minimum and have insurance coverage.

21.1.2 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which includes training in CPR and first aid.

21.1.3 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two (2) years thereafter.

20.5 Reporting Unit

21.1.4 One (1) unit of service equals one (1) trip per person one (1) way.

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

The Contractor shall comply with the following standards and/or licensure requirements:

- a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
- b. newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- c. individuals driving Area Agency vehicles or transporting Area Agency clients must have a clean MVD history.
- d. staff/volunteers shall be trained in the following areas:
 - i. CPR and first aid.
 - ii. full vehicle equipment and operation training including optional manual over-rides on any equipment.
 - iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare.
 - iv. response protocol for emergency or urgent situations.
 - v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- e. annually the contractor shall submit the boundaries for service.
- f. service will be available to eligible riders to coincide with senior centers within the service area. The Area Agency on Aging reserves the right to change the hours of service with thirty (30) days written notice.
- g. client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled.
- h. the drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
- i. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
- j. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
- k. all drivers are required complete a physical prior to beginning the job and every two years thereafter.
- l. all equipment used in the program must be kept clean.
- m. the contractor must provide communications equipment for every vehicle used in the provision of this service.
- n. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
- o. contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
- p. vehicle maintenance:
 - i. contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.
 - ii. vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
 - iii. vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES

- a. Clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates may be developed by the contractor. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.

- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
- g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All transportation operations must be conducted using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report by the 5th of each month.
 - ii. financial statement by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE

- b. One unit of service equals one trip per person one way.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

Organization (Contractor / Subcontractor)	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area to be Served	Adult Day Health Care or Home Delivered Meal Delivery Area
Town of Guadalupe 9421 S. Avenida del Yaqui Guadalupe, AZ 85283 P: 480-505-3080 F: 480-505-5368	<input type="checkbox"/>	Administrative	Monday – Friday 8:00am – 4:00pm	N/A	N/A
Guadalupe Senior Center 9401 S Avenida del Yaqui Guadalupe, AZ 85283 P: 480-505-5393 F: 480-505-5397	<input type="checkbox"/>	Congregate Meals Home Delivered Meals Multipurpose Center Operations Transportation	Monday – Friday 7:30am – 3:30pm	PSA 4	North of: Mineral Rd. South of: Baseline Rd. West of: High Line Canal East of: I-10 Freeway

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

<input checked="" type="checkbox"/> New Year's Day	<input checked="" type="checkbox"/> Independence Day <i>(observed)</i>	<input checked="" type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Martin Luther King Jr's	<input type="checkbox"/> Rosh Hashanah	<input checked="" type="checkbox"/> Day after Thanksgiving	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> President's Day	<input checked="" type="checkbox"/> Labor Day	<input checked="" type="checkbox"/> Christmas Eve	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Cesar Chavez Day	<input type="checkbox"/> Yom Kippur	<input checked="" type="checkbox"/> Christmas Day	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Good Friday	<input type="checkbox"/> Columbus Day	<input checked="" type="checkbox"/> New Year's Eve	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Memorial Day	<input checked="" type="checkbox"/> Veteran's Day	<input checked="" type="checkbox"/> Other: Easter Monday	<input type="checkbox"/> Other: Type here

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOWN OF GUADALUPE

Signature and Date

Jeff Kulaga, Town Manager

Page 94

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

TOWN OF GUADALUPE

Signature and Date

Jeff Kulaga, Town Manager

**REQUEST FOR SEARCH OF CENTRAL REGISTRY
FOR BACKGROUND CHECK-COVER SHEET**

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Central Registry and any attached files shall be used as a factor to determine qualifications for individuals/agencies applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

PLEASE COMPLETE ALL FIELDS ACCURATELY AND LEGIBLY.

Organization Name _____

ADES/DAAS Contract Number CTR048037

Check One: ☐ Prospective ADES/DAAS Contractor ☐ Current ADES/DAAS Contractor

☒ Subcontractor to ADES/DAAS Contractor - Identify ADES/DAAS Contractor:

Area Agency on Aging, Region One

Tracking Number (You must provide your unique tracking number as it will be used to identify and track this document and the individuals linked to it.): _____

Check One: ☐ New Contract with ADES/DAAS ☐ ADES/DAAS Contract Extension ☒ New employee hire

Requester's Phone Number _____ Requester's Email Address _____

Requester's Mailing Address (No., Street) _____

City _____ State _____ ZIP Code _____

Name of person authorized to submit request attesting to the presence of a Signed Direct Service form for each request

Requester's Signature _____ Date of Request _____

SUBMIT THIS COMPLETED COVER SHEET AND REQUEST FORM(S) THROUGH ONE OF THE FOLLOWING METHODS:

Email (secured) to: DAAS-CR@azdes.gov Please indicate Organization Name in subject line.

Fax to: Central Registry Request at 602-542-6636

RESULTS of this check will be:

1. **EMAILED** to the address above indicating that one or more individuals on the request was (were) unable to be processed with the information provided. The Signatory will be required to respond to DAAS-CR@azdes.gov within 10 working days with a statement verifying that the person(s) is(are) not providing a direct service to a child or vulnerable adult; or
2. **EMAILED** to the address above if all names are cleared; or
3. **EMAILED** to the address above with information on individuals found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. **MAILED** to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of ADES.

Illegible, inaccurate, or incomplete information on the Cover Sheet or Request Form will delay your response from ADES/DAAS.

See page 3 for EOE/ADA disclosures

**REQUEST FOR SEARCH OF CENTRAL
REGISTRY FOR BACKGROUND CHECK***(All fields must be completed, and information must be accurate and legible.)***INDIVIDUAL'S INFORMATION**

Name Alias (Previously used name(s))
 SOC. SEC. NO. Date of Birth
 Mailing Address (No., Street)
 City State ZIP Code

ADES/DAAS - INTERNAL USE ONLY (SEARCH RESULTS)

Reports ☐ Yes ☐ No Number (See attached document(s))
 Date of Search Name of Person Completing Search
 Signature

INDIVIDUAL'S INFORMATION

Name Alias (Previously used name(s))
 SOC. SEC. NO. Date of Birth
 Mailing Address (No., Street)
 City State ZIP Code

ADES/DAAS - INTERNAL USE ONLY (SEARCH RESULTS)

Reports ☐ Yes ☐ No Number (See attached document(s))
 Date of Search Name of Person Completing Search
 Signature

INDIVIDUAL'S INFORMATION

Name Alias (Previously used name(s))
 SOC. SEC. NO. Date of Birth
 Mailing Address (No., Street)
 City State ZIP Code

ADES/DAAS - INTERNAL USE ONLY (SEARCH RESULTS)

Reports ☐ Yes ☐ No Number (See attached document(s))
 Date of Search Name of Person Completing Search
 Signature

INDIVIDUAL'S INFORMATION

Name Alias (Previously used name(s))
 SOC. SEC. NO. Date of Birth
 Mailing Address (No., Street)
 City State ZIP Code

ADES/DAAS - INTERNAL USE ONLY (SEARCH RESULTS)

Reports ☐ Yes ☐ No Number (See attached document(s))
 Date of Search Name of Person Completing Search
 Signature

DISQUALIFICATION ACTS

A person is disqualified from providing services to ADES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

- 24 Child death due to alleged abuse or neglect, or suspicious death
- 25 Injuries requiring emergency medical treatment
- 27 Child age 24 months is shaken (shaken baby syndrome)
- 33 Untreated life threatening condition, Infant Doe, Non-organic FTT
- 37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
- 38 Neglect results in injury/illness requiring emergency medical treatment
- 39 Imminent harm to child due to health or safety hazards in living environmentUexposure to the elements
- 40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
- 41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
- 42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
- 43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
- 45 Injuries may require medical treatment
- 46 P3 Injury to child under age six years
- 50 Living environment presents health or safety hazards to a child under the age of six
- 51 Sexual conduct/physical injury between children due to inadequate supervision
- 54 Sexual behavior within the past 8-14 days
- 55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
- 56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
- 66 Significant developmental delays due to neglect
- 69 Attempted sexual behavior or sexual behavior, 14 days to three years or last occur unknown
- 72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
- 76 Use of child by parent, guardian or custodian for material gain
- 82 Parent, guardian or custodian sexually abused a child in past, now in home with a child
- 83 Attempted sexual behavior or sexual behavioral when last occurred more than three years
- 101 Death of a child due to neglect
- 111 Death of a child due to physical abuse or suspicious death
- 201 Physical abuse high risk
- 202 Physical abuse moderate risk
- 301 Neglect, high risk
- 302 Neglect, moderate risk
- 401 Sexual abuse, high risk
- 402 Sexual abuse, moderate risk
- 403 Sexual Abuse, low risk
- 404 Sexual Abuse, response 4
- 501 Emotion Abuse, high risk
- 502 Emotional abuse, moderate risk

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local

EXHIBIT B

AAA-1344A FORENG (11-19)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

Page 1 of 2

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name (Last, First, M.I.) _____ SOC. SEC. NO. _____

Date of Birth _____ Aliases (e.g., maiden, nicknames) _____

Address (No., Street) _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

See reverse for EOE/ADA disclosures

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statutes, to help us determine your fitness to have unsupervised access to vulnerable persons. **Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.**

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name (First, Middle, Last): _____ Date of Birth (MM/DD/YY): _____

Address (No., Street, Apt. No.): _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) (Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed):

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. (If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
2. Incest	<input type="checkbox"/>	<input type="checkbox"/>
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	<input type="checkbox"/>	<input type="checkbox"/>
4. Sexual assault	<input type="checkbox"/>	<input type="checkbox"/>
5. Sexual exploitation of a minor or vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
6. Commercial sexual exploitation of a minor or vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
7. Child prostitution as prescribed in A.R.S. § 13-3212	<input type="checkbox"/>	<input type="checkbox"/>
8. Child abuse	<input type="checkbox"/>	<input type="checkbox"/>
9. Felony child neglect	<input type="checkbox"/>	<input type="checkbox"/>
10. Sexual conduct with a minor	<input type="checkbox"/>	<input type="checkbox"/>
11. Molestation of a child or vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
12. Dangerous crime against children as defined in A.R.S. § 13-705	<input type="checkbox"/>	<input type="checkbox"/>
13. Exploitation of minors involving drug offenses	<input type="checkbox"/>	<input type="checkbox"/>
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	<input type="checkbox"/>	<input type="checkbox"/>
15. Neglect or abuse of a vulnerable adult	<input type="checkbox"/>	<input type="checkbox"/>
16. Sex trafficking	<input type="checkbox"/>	<input type="checkbox"/>
17. Sexual abuse	<input type="checkbox"/>	<input type="checkbox"/>
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	<input type="checkbox"/>	<input type="checkbox"/>
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	<input type="checkbox"/>	<input type="checkbox"/>
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	<input type="checkbox"/>	<input type="checkbox"/>
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	<input type="checkbox"/>	<input type="checkbox"/>
22. Luring a minor for sexual exploitation	<input type="checkbox"/>	<input type="checkbox"/>
23. Enticement of persons for purposes of prostitution	<input type="checkbox"/>	<input type="checkbox"/>
24. Procurement by false pretenses of persons for purposes of prostitution	<input type="checkbox"/>	<input type="checkbox"/>
25. Procuring or placing persons in a house of prostitution	<input type="checkbox"/>	<input type="checkbox"/>
26. Receiving earnings of a prostitute	<input type="checkbox"/>	<input type="checkbox"/>
27. Causing one's spouse to become a prostitute	<input type="checkbox"/>	<input type="checkbox"/>
28. Detention of persons in a house of prostitution for debt	<input type="checkbox"/>	<input type="checkbox"/>
29. Keeping or residing in a house of prostitution or employment in prostitution	<input type="checkbox"/>	<input type="checkbox"/>
30. Pandering	<input type="checkbox"/>	<input type="checkbox"/>
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	<input type="checkbox"/>	<input type="checkbox"/>
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	<input type="checkbox"/>	<input type="checkbox"/>
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	<input type="checkbox"/>	<input type="checkbox"/>
35. Any felony offense involving contributing to the delinquency of a minor	<input type="checkbox"/>	<input type="checkbox"/>
36. Unlawful sale or purchase of children	<input type="checkbox"/>	<input type="checkbox"/>
37. Child bigamy	<input type="checkbox"/>	<input type="checkbox"/>
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009	<input type="checkbox"/>	<input type="checkbox"/>
39. Felony indecent exposure	<input type="checkbox"/>	<input type="checkbox"/>
40. Felony public sexual indecency	<input type="checkbox"/>	<input type="checkbox"/>
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card	<input type="checkbox"/>	<input type="checkbox"/>
42. Terrorism	<input type="checkbox"/>	<input type="checkbox"/>
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	<input type="checkbox"/>	<input type="checkbox"/>

Appealable 5 Years After Conviction

The following felony offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Threatening or intimidating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Assault	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Aggravated assault	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Unlawfully administering intoxicating liquors, narcotic drugs or dangerous drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Dangerous or deadly assault by prisoner or juvenile	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Prisoners who commit assault with intent to incite to riot or participate in riot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Assault by vicious animals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Drive by shooting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Assaults on public safety employees or volunteers and state hospital employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Discharging a firearm at a structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Prisoner assault with bodily fluids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Aiming a laser pointer at a peace officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Possession and sale of peyote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Possession and sale of a vapor-releasing substance containing a toxic substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Sale of regulated chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Sale of precursor chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Production or transportation of marijuana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Involving or using minors in drug offenses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Possession, manufacture, delivery and advertisement of drug paraphernalia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Use of wire communication or electronic communication in drug-related transactions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Using a building for sale or manufacture of dangerous or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Manufacture or distribution of prescription-only drug	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Manufacture of certain substances and drugs by certain means	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft	<input type="checkbox"/>	<input type="checkbox"/>
2. Theft by extortion	<input type="checkbox"/>	<input type="checkbox"/>
3. Shoplifting	<input type="checkbox"/>	<input type="checkbox"/>
4. Forgery	<input type="checkbox"/>	<input type="checkbox"/>
5. Criminal possession of a forgery device	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtaining a signature by deception	<input type="checkbox"/>	<input type="checkbox"/>
7. Criminal impersonation	<input type="checkbox"/>	<input type="checkbox"/>
8. Theft of a credit card or obtaining a credit card by fraudulent means	<input type="checkbox"/>	<input type="checkbox"/>
9. Receipt of anything of value obtained by fraudulent use of a credit card	<input type="checkbox"/>	<input type="checkbox"/>
10. Forgery of a credit card	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
11. Fraudulent use of a credit card	<input type="checkbox"/>	<input type="checkbox"/>
12. Possession of any machinery, plate or other contrivance or incomplete credit card	<input type="checkbox"/>	<input type="checkbox"/>
13. False statements as to financial condition or identity to obtain a credit card	<input type="checkbox"/>	<input type="checkbox"/>
14. Fraud by persons authorized to provide goods or services	<input type="checkbox"/>	<input type="checkbox"/>
15. Credit card transaction record theft	<input type="checkbox"/>	<input type="checkbox"/>
16. Misconduct involving weapons	<input type="checkbox"/>	<input type="checkbox"/>
17. Misconduct involving explosives	<input type="checkbox"/>	<input type="checkbox"/>
18. Depositing explosives	<input type="checkbox"/>	<input type="checkbox"/>
19. Misconduct involving simulated explosives	<input type="checkbox"/>	<input type="checkbox"/>
20. Concealed weapon violation	<input type="checkbox"/>	<input type="checkbox"/>
21. Misdemeanor indecent exposure	<input type="checkbox"/>	<input type="checkbox"/>
22. Misdemeanor public sexual indecency	<input type="checkbox"/>	<input type="checkbox"/>
23. Aggravated criminal damage	<input type="checkbox"/>	<input type="checkbox"/>
24. Adding poison or other harmful substance to food, drink or medicine	<input type="checkbox"/>	<input type="checkbox"/>
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	<input type="checkbox"/>	<input type="checkbox"/>
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	<input type="checkbox"/>	<input type="checkbox"/>
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	<input type="checkbox"/>	<input type="checkbox"/>
28. Misdemeanor offenses involving child neglect	<input type="checkbox"/>	<input type="checkbox"/>
29. Misdemeanor offenses involving contributing to the delinquency of a minor	<input type="checkbox"/>	<input type="checkbox"/>
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	<input type="checkbox"/>	<input type="checkbox"/>
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of \$250 but less than \$1000 and the offense was committed before June 29, 2009	<input type="checkbox"/>	<input type="checkbox"/>
32. Arson	<input type="checkbox"/>	<input type="checkbox"/>
33. Criminal damage	<input type="checkbox"/>	<input type="checkbox"/>
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	<input type="checkbox"/>	<input type="checkbox"/>
35. Taking identity of another person or entity	<input type="checkbox"/>	<input type="checkbox"/>
36. Aggravated taking identity of another person or entity	<input type="checkbox"/>	<input type="checkbox"/>
37. Trafficking in the identity of another person or entity	<input type="checkbox"/>	<input type="checkbox"/>
38. Cruelty to animals	<input type="checkbox"/>	<input type="checkbox"/>
39. Prostitution as described in A.R.S. § 13-3214	<input type="checkbox"/>	<input type="checkbox"/>
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	<input type="checkbox"/>	<input type="checkbox"/>
41. Welfare fraud	<input type="checkbox"/>	<input type="checkbox"/>
42. Kidnapping	<input type="checkbox"/>	<input type="checkbox"/>
43. Robbery, aggravated robbery or armed robbery	<input type="checkbox"/>	<input type="checkbox"/>
44. Misdemeanor endangerment	<input type="checkbox"/>	<input type="checkbox"/>
45. Misdemeanor threatening or intimidating	<input type="checkbox"/>	<input type="checkbox"/>
46. Misdemeanor assault	<input type="checkbox"/>	<input type="checkbox"/>
47. Misdemeanor aggravated assault	<input type="checkbox"/>	<input type="checkbox"/>
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile	<input type="checkbox"/>	<input type="checkbox"/>
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot	<input type="checkbox"/>	<input type="checkbox"/>
51. Misdemeanor assault by vicious animals	<input type="checkbox"/>	<input type="checkbox"/>
52. Misdemeanor drive-by shooting	<input type="checkbox"/>	<input type="checkbox"/>
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees	<input type="checkbox"/>	<input type="checkbox"/>
54. Misdemeanor discharging a firearm at a structure	<input type="checkbox"/>	<input type="checkbox"/>
55. Misdemeanor prisoner assault with bodily fluids	<input type="checkbox"/>	<input type="checkbox"/>
56. Misdemeanor aiming a laser pointer at a peace officer	<input type="checkbox"/>	<input type="checkbox"/>
57. Misdemeanor possession and sale of peyote	<input type="checkbox"/>	<input type="checkbox"/>
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance	<input type="checkbox"/>	<input type="checkbox"/>
59. Misdemeanor selling or giving nitrous oxide to underage persons	<input type="checkbox"/>	<input type="checkbox"/>
60. Misdemeanor sale of regulated chemicals	<input type="checkbox"/>	<input type="checkbox"/>
61. Misdemeanor sale of precursor chemicals	<input type="checkbox"/>	<input type="checkbox"/>
62. Misdemeanor production or transportation of marijuana	<input type="checkbox"/>	<input type="checkbox"/>
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	<input type="checkbox"/>	<input type="checkbox"/>
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	<input type="checkbox"/>	<input type="checkbox"/>
67. Misdemeanor involving or using minors in drug offenses	<input type="checkbox"/>	<input type="checkbox"/>
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	<input type="checkbox"/>	<input type="checkbox"/>
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia	<input type="checkbox"/>	<input type="checkbox"/>
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions	<input type="checkbox"/>	<input type="checkbox"/>
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs	<input type="checkbox"/>	<input type="checkbox"/>
72. Misdemeanor manufacture or distribution of prescription-only drug	<input type="checkbox"/>	<input type="checkbox"/>
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	<input type="checkbox"/>	<input type="checkbox"/>
74. Misdemeanor manufacture of certain substances and drugs by certain means	<input type="checkbox"/>	<input type="checkbox"/>

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este afidávit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este afidávit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

Asegúrese que revise todas las seis (6) páginas del afidávit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre (Nombre, segundo, apellido): _____ Fecha de nacimiento (MM/DD/YY): _____

Dirección (Núm., calle, núm. de apto.): _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

- ☐ No he sido declarado culpable ni estoy acusado de ningún delito.
- ☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) (Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario):

TAMBIÉN – Marque una de lo siguiente:

- ☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- ☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. (Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)

Certifico que entiendo este afidávit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public (Notario publico)

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
2. Incesto	<input type="checkbox"/>	<input type="checkbox"/>
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	<input type="checkbox"/>	<input type="checkbox"/>
4. Agresión sexual	<input type="checkbox"/>	<input type="checkbox"/>
5. Explotación de un menor o un adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
6. Explotación sexual comercial de un menor o un adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
7. Prostitución de un menor según A.R.S. § 13-3212	<input type="checkbox"/>	<input type="checkbox"/>
8. Abuso infantil	<input type="checkbox"/>	<input type="checkbox"/>
9. Negligencia de niño que sea un delito grave	<input type="checkbox"/>	<input type="checkbox"/>
10. Conducta sexual con un menor	<input type="checkbox"/>	<input type="checkbox"/>
11. Abuso inhumano de un menor o adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	<input type="checkbox"/>	<input type="checkbox"/>
13. Explotación de menores para delitos relacionados con drogas	<input type="checkbox"/>	<input type="checkbox"/>
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	<input type="checkbox"/>	<input type="checkbox"/>
15. Negligencia o abuso de un adulto vulnerable	<input type="checkbox"/>	<input type="checkbox"/>
16. Trafico de sexo	<input type="checkbox"/>	<input type="checkbox"/>
17. Abuso sexual	<input type="checkbox"/>	<input type="checkbox"/>
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	<input type="checkbox"/>	<input type="checkbox"/>
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	<input type="checkbox"/>	<input type="checkbox"/>
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	<input type="checkbox"/>	<input type="checkbox"/>
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	<input type="checkbox"/>	<input type="checkbox"/>
22. Seducir a un menor para el propósito de explotación sexual	<input type="checkbox"/>	<input type="checkbox"/>
23. Incitar a cualquier personas para propósitos de prostitución	<input type="checkbox"/>	<input type="checkbox"/>
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	<input type="checkbox"/>	<input type="checkbox"/>
25. Instigar o colocar personas en una casa de prostitución	<input type="checkbox"/>	<input type="checkbox"/>
26. Recibir ganancias de una persona prostituida	<input type="checkbox"/>	<input type="checkbox"/>
27. Causar prostitución de su cónyuge	<input type="checkbox"/>	<input type="checkbox"/>
28. Detención de personas en una casa de prostitución para satisfacer deudas	<input type="checkbox"/>	<input type="checkbox"/>
29. Mantener o residir en una casa de prostitución o empleo en prostitución	<input type="checkbox"/>	<input type="checkbox"/>
30. Proxenetismo	<input type="checkbox"/>	<input type="checkbox"/>

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	<input type="checkbox"/>	<input type="checkbox"/>
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	<input type="checkbox"/>	<input type="checkbox"/>
33. Representar un adulto como un menor según A.R.S. § 13 3555	<input type="checkbox"/>	<input type="checkbox"/>
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	<input type="checkbox"/>	<input type="checkbox"/>
35. Algún delito que incluye contribuir a la delincuencia de un menor	<input type="checkbox"/>	<input type="checkbox"/>
36. La venta o compra ilegal de niños	<input type="checkbox"/>	<input type="checkbox"/>
37. Bigamia infantil	<input type="checkbox"/>	<input type="checkbox"/>
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009	<input type="checkbox"/>	<input type="checkbox"/>
39. Delito grave de exhibicionismo	<input type="checkbox"/>	<input type="checkbox"/>
40. Delito grave de indecencia sexual pública	<input type="checkbox"/>	<input type="checkbox"/>
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	<input type="checkbox"/>	<input type="checkbox"/>
42. Terrorismo	<input type="checkbox"/>	<input type="checkbox"/>
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	<input type="checkbox"/>	<input type="checkbox"/>

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos graves si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Incendio intencional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Agresión	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Agresión agravada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Agresión peligrosa o mortal por parte de prisionero o menor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Agresión mediante animales viciosos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Tiroteo desde auto	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Disparar un arma de fuego contra una estructura	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Agresión por parte de prisionero con fluidos corporales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Posesión y venta de peyote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Vender o dar óxido nitroso a personas de menor de edad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. La venta de químicas reglamentadas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. La venta de químicos precursores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Producción o transportación de la marihuana	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. El hacer participar o usar menores durante delitos de drogas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. El fabricar o distribuir drogas disponibles solo por receta	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Manufactura de ciertas sustancias y drogas a través de ciertos medios	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delitos apelables			

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto	<input type="checkbox"/>	<input type="checkbox"/>
2. Robo mediante extorsión	<input type="checkbox"/>	<input type="checkbox"/>
3. Hurto de mercancías en una tienda o negocio	<input type="checkbox"/>	<input type="checkbox"/>
4. Falsificación	<input type="checkbox"/>	<input type="checkbox"/>
5. Posesión criminal de un instrumento de falsificación	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtener una firma mediante decepción	<input type="checkbox"/>	<input type="checkbox"/>
7. Personificación criminal	<input type="checkbox"/>	<input type="checkbox"/>
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	<input type="checkbox"/>	<input type="checkbox"/>

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-billing Due	Re-billing Time Limit
July	August 10 th	November 10 th	3 months
August	September 10 th	November 10 th	2 months
September	October 10 th	November 10 th	1 month
October	November 10 th	February 10 th	3 months
November	December 10 th	March 10 th	3 months
December	January 10 th	April 10 th	3 months
January	February 10 th	May 10 th	3 months
February	March 10 th	June 10 th	3 months
March	April 10 th	July 10 th	3 months
April	May 10 th	July 10 th	2 months
May	June 10 th	July 10 th	1 month
June	July 10 th	July 10 th	0 month



June 1, 2021

To the Town Council and Management
Town of Guadalupe, Arizona
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

We are pleased to confirm our understanding of the services we are to provide the Town of Guadalupe, Arizona for the years ended **June 30, 2021, 2022, and 2023**. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Town of Guadalupe, Arizona as of and for the years ended **June 30, 2021, 2022, and 2023**. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Guadalupe, Arizona's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Guadalupe, Arizona's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules for the General and Major Special Revenue Funds.
- 3) GASB Pension and OPEB Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Guadalupe, Arizona's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide

an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the Town Council of the Town of Guadalupe, Arizona. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If

our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audits will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audits, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audits will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Guadalupe, Arizona's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audits to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Town of Guadalupe, Arizona's major programs. The purpose of these procedures will be to express an opinion on the Town of Guadalupe, Arizona's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Town of Guadalupe, Arizona in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will also assist with making pension and OPEB adjustments to your trial balance based on information provided by ASRS and PSPRS. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and pensions and OPEB adjustments services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period

presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the

reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, pension and OPEB adjustments, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, related notes, pension and OPEB adjustments, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes, pension and OPEB adjustments prior to issuance of the financial statements and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form

and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Colby & Powell, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Colby & Powell, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audits on approximately October 15th of each contract year and to issue our reports no later than December 15th of each contract year. Scott Graff is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the preparation of the financials, pension and OPEB adjustments, single audit, and the audit of the financials and related notes will be as follows:

Description	Year Ended June 30,		
	2021	2022	2023
Audit of Annual Financial Statements	\$ 21,700	\$ 22,200	\$ 22,700
Single Audit Act Report	3,500	3,500	3,500
Annual Expenditure Limitation Report	2,000	2,000	2,000
HURF Compliance Report	Included	Included	Included
	27,200	27,700	28,200
Less familiarity discount	(3,700)	(3,700)	(3,700)
Best and final offer discount 5-6-2021	(1,500)	-	-
Professional services price not to exceed	\$ 22,000	\$ 24,000	\$ 24,500

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time

is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Fees for audit periods ending June 30, 2022 and 2023 are based on currently known facts and circumstances as of June 1, 2021. Prices are subject to change due to varying circumstances including but not limited to changes in accounting and auditing standards, changes in accounting processes and policies at the Town, turnover in key financial management positions at the Town, etc.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to be of service to the Town of Guadalupe, Arizona and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Best regards,



Colby & Powell, PLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Guadalupe, Arizona.

Management Signature: _____

Title: Jeff Kulaga, Town Manager / Clerk

Date: June 10, 2021

Governance Signature: _____

Title: Mayor

Date: June 10, 2021