

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, JUNE 8, 2023

6:00 P.M.

GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS
GUADALUPE, ARIZONA

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

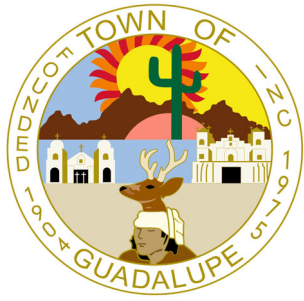
Agendas/Minutes:
www.guadalupezaz.org

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

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 8, 2023, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona. Meetings are streamed live on Town of Guadalupe Facebook page.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the May 25, 2023, Town Council Regular Meeting Minutes.
- 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 PRESENTATION:
 1. Tempe Guadalupe Little League District 13 Junior's Division – Champions Proclamation
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 - G1. PASCUA YAQUI TRIBE PARTNERSHIP – RESOLUTION NO. R2023.08:** 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.
 - G2. COMMUNITY PARTNERS – RESOLUTION NO. R2023.09:** 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.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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

G3. AREA AGENCY ON AGING CONTRACT: Council will consider and may take action to authorize the Mayor, or designee, to sign a contract (C2023-13), authorizing the Area Agency on Aging to provide funding in the amount of \$171,622 for congregate meals and home delivered meals, multipurpose center operations, and transportation services for the Guadalupe Senior Center. The contract term is July 1, 2023 – June 30, 2024. 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.

G4. AMENDMENT NO. 4 TO THE COOPERATION AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE – U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS: Council will consider and may take action to authorize the Mayor, or designee, to sign the Amendment No. 4 providing for a three-year renewal of the Cooperation Agreement (C2020-16A) with Maricopa County by and through the Maricopa County Human Services Department for Fiscal Years 2024, 2025, and 2026 for the continued participation in U. S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Entitlement, HOME Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG), and other HUD-related programs. Approval of this amendment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.

G5. TRIBAL REVENUE SHARING SUPPORT LETTER REQUEST: Council will consider and may take action to approve a support letter for inclusion with the Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe revenue sharing application to the Tohono O'odham Nation. The Thunderbirds Guadalupe Boys and Girls Club is requesting \$275,000 for a new secure front entrance with buzzer system and enclosed lobby at the Boys & Girls Club located in the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk.

G6. AMENDMENT NO. 1 OF 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 the Amendment No. 1 to the Intergovernmental Agreement (IGA) (C2022-35A) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe to provide Community Action Program (CAP) Community Initiative services to include the coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency). The term of Amendment No. 1 is from June 30, 2023, through June 30, 2024, with the County providing \$107,254 to the Town's CAP for these assistance services. Approval of this amendment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



June 2, 2023

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: June 08, 2023, Town Council Regular Meeting Information Report

The purpose of this report is to provide brief information regarding each agenda item.

Agenda Items:

D1. MAY 25, 2023, REGULAR COUNCIL MEETING MINUTES (PAGES 5 – 12):

F1. PROCLAMATION (PAGE 13): Town Council will recognize our hometown Little League Champions.

G1. PASCUA YAQUI TRIBE PARTNERSHIP – RESOLUTION NO. R2023.08 (PAGE 14): This is a resolution declaring a partnership with the Pascua Yaqui Tribe and Town of Guadalupe benefiting the residents and allowing the Pascua Yaqui Tribe use of the Mercado patio and Multi-purpose Room at discounted rates for various events.

G2. COMMUNITY PARTNERS – RESOLUTION NO. R2023.09 (PAGE 15): This is 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 each organization the use of the Mercado patio and Multi-purpose Room at discounted rates for various events.

G3. APPROVAL OF CONTRACT – AREA AGENCY ON AGING (PAGES 16 – 83): Staff recommends approval of contract (C2023-13), with the Area Agency on Aging to provide funding in the amount of \$167,622 for congregate meals and home delivered meals, multipurpose center operations, and transportation services for Town of Guadalupe Senior Center. The contract term is July 1, 2023 – June 30, 2024. This annual contract with Area Agency supports Senior Center operations. The approved Tentative FY24 budget includes \$319,708 total expenses for the Senior Center. The Area Agency on Aging funding equals 52% of this amount, thereby reducing the Senior Center’s reliance on General Fund revenues.

G4. AMENDMENT NO. 4 TO THE COOPERATION AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE – U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS (Pages 84 – 86): Staff recommends approval of Amendment No. 4 to the Cooperation Agreement (C2020-16A) with Maricopa County through its Human Services Department authorizing the Town of Guadalupe to participate in a three-year Cooperation Agreement with the Maricopa County Community Block Grant Program for fiscal years 2024, 2025, and 2026; and, allowing the Town to continue to compete for much needed CDBG Grants through Maricopa County.

Since 2009, the Town has been awarded \$5.9M in County Community Block Grant for sidewalk, street, sewer system repair, renovation, and rehabilitation projects, as summarized in the table. Most recently in February 2023, the Town was awarded \$493,600 for street light renovation for the Solarez neighborhood. CDBG grant funding through this cooperative is critical to Guadalupe’s infrastructure rehabilitation and renovation.

CDBG GRANT AWARDS				
	Award of Funds		Project	Contract Amount
1	10/22/2009	DG0903	Sidewalks	\$258,209.00
2	11/16/2010	DG1004	Solarez Sidewalks I	\$258,852.00
3	2/8/2012	DG1105	Solarez Sidewalks II	\$393,945.00
4	3/15/2011	SCTAP	Calle Vauo Nawi Repave	\$290,840.00
5	10/11/2012	DG1203	La Cuarenta Repave I	\$358,550.00
6	12/12/2012	DG1204	Solarez Sidewalks III	\$186,110.00
7	12/6/2012	DG1209	Demolition	\$60,000.00
8	12/6/2012	DG1210	La Curenta Repave II	\$349,606.00
9	9/18/2013	DG1303	Gastello Repave I	\$471,653.00
10	10/29/2014	DG1405	Gastello Repave II	\$304,913.00
11	1/10/2017	DG1604	Mexico/Tomi Repave	\$388,800.00
12	9/12/2018	DG1804	Sende Vista Repave	\$568,780.00
13	11/18/2019	CDBG19GD	Barrio Nuevo/Jimenez Cir	\$448,873.00
14	10/21/2020	CDBG20GD	Wastewater system Rehab	\$517,828.00
15	10/17/2022	CDBG22	Wastewater system Rehab	\$550,275.00
16	2/8/2023	CDBG23	Solarez Streetlighting	\$493,600.00
			Total	\$5,900,834.00

G5. TRIBAL REVENUE SHARING SUPPORT LETTER REQUEST (PAGES 87 – 94): Council will consider and may take action to approve a support letter for inclusion with the Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe revenue sharing application to the Tohono O'odham Nation. The Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe is requesting \$275,000 for a new secure front entrance with buzzer system and enclosed lobby at the Boys & Girls Club.

At the October 28, 2021, Regular Council Meeting, the Council approved a support letter request application process for non-profit organizations applying for Tribal revenue sharing (also referred to as gaming) grants. The Town has received a request for a support letter from the Tempe Guadalupe Little League to include with their grant application to the Pascua Yaqui Tribe. The Thunderbirds Branch & Peggy Hoag Teen Center's – Guadalupe support letter request and grant application are attached. The Tohono O'odham Nation submittal deadline for grant applications is June 9, 2023. Council may provide direction to the Town Manager / Clerk.

G6. AMENDMENT NO. 1 OF INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND TOWN OF GUADALUPE FOR COMMUNITY ACTION PROGRAM SERVICES (PAGE 95 – 105): Staff recommends approval of Amendment No. 1 to the Intergovernmental Agreement (IGA) (C2022-35A) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe to provide Community Action Program (CAP) Community Initiative services to include the coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency). The term of Amendment No. 1 is from June 30, 2023, through June 30, 2024, with the County providing \$107,254 to the Town's CAP for these assistance services. Approval of this amendment authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. This annual IGA with Maricopa County's Human Services Department supports Town CAP operations and assistance services to those in need. The approved Tentative FY24 budget includes \$200,601 total expenses for the CAP. County funding of \$107,254 equals 53% of this amount, thereby reducing the CAP's reliance on General Fund revenues. Council may provide direction to the Town Manager / Clerk.



Minutes

Town Council Regular Meeting

May 25, 2023

Minutes of the Guadalupe Town Council Regular Meeting held on May 25, 2023, at 6:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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

A. Mayor Molina called the meeting to order at 6:04 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital Councilmember Elvira Osuna, and Councilmember Mary Bravo

Staff Present: Jeff Kulaga – Town Manager / Clerk, Barry Aylstock – Town Attorney, and Rocio Ruiz – Deputy Town Clerk

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Bravo provided the invocation. Mayor Molina then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

1. Approval of the May 11, 2023, Town Council Regular Meeting Minutes.

Motion by Councilmember Bravo to approve agenda item D1; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

1. Councilmembers approved the May 11, 2023, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: No members of the public spoke.

F. MAYOR AND COUNCIL PRESENTATION:

Mayor Molina read a proclamation declaring Sunday, June 4, 2023, as Graduation Sunday in the Town of Guadalupe. Mayor Molina congratulated all graduates of 2023.

Councilmember Osuna congratulated 2023 graduates and wished them a happy graduation. Councilmember Osuna expressed the Town of Guadalupe's pride in the contributions that the graduates will bring to the community. Councilmember Osuna also extended congratulations to the students' parents for their support and dedication.

Mayor Molina stated the South Mountain Community College Summer Program's representative was unable to attend today.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. MARICOPA COUNTY SHERIFF'S OFFICE UPDATE

Mayor Molina stated Council will receive an update from representatives from the Maricopa County Sheriff's Office (MCSO) regarding public safety in the Town of Guadalupe.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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

Captain John Bailey discussed the challenges of comparing the Town of Guadalupe to neighboring cities due to its small population and limited area. Captain Bailey acknowledged that the presented data may fluctuate from year to year, resulting in slightly imperfect and raw data. Overall crime has decreased in the town, but certain areas have seen increases, which Captain Bailey attributed to the impact of COVID-19. Captain Bailey mentioned specific crime categories such as homicides, sexual assaults, robberies, and aggravated assaults, stating that they have decreased but remain relatively high considering the town's population size.

In response to a question from Councilmember Bravo about a breakdown of adult domestic violence and underage sexual assault, Captain Bailey explained that they only possess statistics pertaining to adults. Councilmember Bravo expressed interest in a report that includes both adult domestic violence and underage sexual assault.

Captain Bailey stated most aggravated assaults in town are weapon related. Homicides were significantly down last year. Sexual assaults are broken down for minors and adults and are down for adults.

In response to a question from Mayor Molina regarding if the decrease in adult aggravated assault numbers was attributed to officer response times, Captain Bailey explained that if the victim is not present at the scene to file a report, it is not officially documented.

Captain Bailey highlighted that the reported numbers are the result of proactive efforts by deputies rather than residents reporting issues. Captain Bailey mentioned collaborating with the city of Tempe to distribute QR cards along with water bills to encourage reporting and utilizing the city's Facebook page to share information and address community frustrations. He assured anonymity for those who prefer it.

In response to a question from Councilmember Bravo regarding if the county or MCSO has a drug task force, Captain Bailey stated that MCSO collaborates with the Department of Public Safety (DPS) task force, which operates across different locations and focuses their efforts on areas where issues are identified and reported.

Mayor Molina addressed concerns about response times, explaining that a lack of understanding about the size and coverage area of district one may lead to instances where there is no patrol vehicle available in town when calls are made. Captain Bailey assured the council that there are always two vehicles dedicated to the Town of Guadalupe, and response times for priority one calls were less than three minutes last year.

In response to a question from Councilmember Bravo regarding communication of issuance of party permits, Jeff Kulaga, Town Manager/Clerk stated that staff complies with the ordinance by informing MCSO, the fire department, and Council if a party is appropriately permitted.

In response to a question from Councilmember Bravo regarding dispatch requesting her information during crime reports without receiving a call back, Captain Bailey explained that dispatch is trained to gather caller information for cases that require reporting a crime and to obtain additional details if needed.

In response to a question from Councilmember Osuna regarding the number of solved cases out of the 12 homicides that occurred in the past three years, Captain Bailey responded that he lacks specific information as he was not present during that period. Councilmember Osuna emphasized the importance of active participation and the community's role in resolving crimes, urging residents to overcome fear and share information to break the cycle and achieve progress.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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

2. CITY OF TEMPE INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL COURT ADMINISTRATION SERVICES (RESOLUTION NO. R2023.07)

Mayor Molina stated Council will consider and may take action to adopt Resolution No. R2023.07 authorizing the Mayor, or designee, to execute an intergovernmental agreement (C2023-12) between the Town of Guadalupe and the City of Tempe, allowing for the City of Tempe to provide Municipal Court services, including the judicial and administrative functions services and prosecutor services, for the Town of Guadalupe, effective July 1, 2023 through June 30, 2028. Adoption of the resolution authorizes the Mayor, or designee to sign all necessary documents in furtherance of this agreement.

Jeff Kulaga, Town Manager/Clerk stated this is a renewal of the intergovernmental agreement with Tempe to manage and oversee our Court services. The original agreement was established three years ago in June 2020 and is set to expire on July 1 of 2023. The proposed renewal extends the agreement for five years. Tempe has already approved the agreement on their side. The renewal of this agreement was initially implemented as a cost-saving measure, resulting in annual savings of approximately \$225,000 to \$250,000 for the town's general fund. By partnering with Tempe, the town can achieve cost savings without incurring any direct expenses. Staff recommends approval.

Motion by Councilmember Bravo to approve agenda item G2; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Councilmembers adopted Resolution No. R2023.07 authorizing the Mayor, or designee, to execute an intergovernmental agreement (C2023-12) between the Town of Guadalupe and the City of Tempe, allowing for the City of Tempe to provide Municipal Court services, including the judicial and administrative functions services and prosecutor services, for the Town of Guadalupe, effective July 1, 2023, through June 30, 2028. Adoption of the resolution authorizes the Mayor, or designee to sign all necessary documents in furtherance of this agreement.

3. ADOPT TENTATIVE FISCAL YEAR 2023/2024 BUDGET

Mayor Molina stated Council will consider and may adopt the Fiscal Year (FY24) 2023-24 Tentative Budget and set the time and date of 6:00 P.M., June 22, 2023, for the public hearing for final adoption of the Town of Guadalupe FY24 tentative budget. The FY24 tentative budget totals \$13,035,409 which includes individual budget of \$7,357,810 General Fund; \$51,353 LTAF; \$524,811 HURF; \$319,708 Senior Center; \$200,601 Community Action Program; \$192,626 Mercado; \$130,635 Sewer/Wastewater; \$344,116 Refuse/Solid Waste; \$1,405,142 Grants; \$2,2218,011 Capital Improvement Program; and \$290,596 ARPA - AZ Cares.

Jeff Kulaga, Town Manager/Clerk stated there have been no updates or changes since his last presentation, the FY24 tentative budget totals \$13,035,409.

Motion by Vice Mayor Vital to adopt Fiscal Year (FY24) 2023-24 Tentative Budget and set the time and date of 6:00 P.M., June 22, 2023, for the public hearing for final adoption; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Councilmembers adopted the Fiscal Year (FY24) 2023-24 Tentative Budget and set the time and date of 6:00 P.M., June 22, 2023, for the public hearing for final adoption of the Town of Guadalupe FY24 tentative budget. The FY24 tentative budget totals \$13,035,409 which includes individual budget of \$7,357,810 General Fund; \$51,353 LTAF; \$524,811 HURF; \$319,708 Senior Center; \$200,601 Community Action Program; \$192,626 Mercado; \$130,635 Sewer/Wastewater; \$344,116 Refuse/Solid Waste; \$1,405,142 Grants; \$2,2218,011 Capital Improvement Program; and \$290,596 ARPA - AZ Cares.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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

4. PUBLIC HEARING – CONDITIONAL USE PERMIT (CU2023-04) AND VARIANCE REQUESTS (V2023-03); (V2023-04); (V2023-05); (V2023-06) FOR 8011 SOUTH CALLE AZTECA:

Mayor Molina stated this is a public hearing to receive public input regarding a:

- conditional Use Permit request to locate a manufactured home on the property of 8011 South Calle Azteca Guadalupe, AZ, per the Guadalupe Town Code, Section § 154.065 (D) (5).
- variance request (V2023-03) of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section § 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot area requirement of 6,000 square feet to 4,935 square feet.
- variance request (V2023-04) to the Town of Guadalupe Zoning Code, Chapter 54, Zoning, Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'.
- variance request (V2023-05) to the Town of Guadalupe Zoning Code, Chapter 54, Zoning, Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. A variance request is to decrease the Minimum front yard requirement of 25' to 15'.
- variance request (V2023-06) to the Town of Guadalupe Zoning Code, Chapter 54, Zoning, Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. The variance request is to decrease the Minimum side setback requirement of 7' to 5'.

The property is located at 8011 South Calle Azteca, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.

Motion by Vice Mayor Vital to open the public hearing; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Mayor Molina called upon Ricardo Moreno, property owner and applicant, to address the Council. Mr. Moreno read a letter explaining the need for a 15-foot variance in the front of the home. Due to complications with the initial lot purchase, the homeowners had to quickly find an alternative property with a smaller lot size. The variance is requested to regain some backyard space for the Moreno family's needs.

In response to a question from Councilmember Bravo regarding the measurements of the backyard, Mr. Moreno stated that with the approval of the 15-foot variance, the backyard would measure 27 feet. However, if the variance is not granted, the backyard would be limited to 17 feet.

In response to a question from Mayor Molina if the Town received public comment from neighbors, Jeff Kulaga, Town Manager/Clerk confirmed that the Town has not received any public comments either in support of or in opposition to the request.

Motion by Councilmember Bravo to close the public hearing; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

The public hearing was closed.

Councilmembers held a public hearing to receive public input regarding a conditional Use Permit (CU2023-04), and four variance requests (V2023-03, V2023-04, V2023-05, and V2023-06) to locate a manufactured home on the property of 8011 South Calle Azteca Guadalupe, AZ.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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

5. CONDITIONAL USE PERMIT REQUEST FOR 8011 SOUTH CALLE AZTECA (CU2023-04)

Mayor Molina stated Council will consider and may take action to approve or deny a conditional Use Permit request to locate a manufactured home on the property of 8011 South Calle Azteca Guadalupe, AZ, per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-09-099. The Applicant is Ricardo Moreno.

Jeff Kulaga, Town Manager/Clerk stated to enhance efficiency, the Mayor and Council proposed addressing the next 4-5 items concerning the conditional use permit and the four variances as a single presentation. The properties in question are located on the Northside of Azteca, adjacent to an alley on the north side and homes to the south. The required setbacks according to the ordinance are 25 feet in the front yard, 7 feet on both side yards, and 10 feet in the rear, resulting in a building envelope of 65 feet by 36 feet. Staff recommends approval of the conditional use permit.

Mr. Kulaga stated regarding the variance requests, the lot size falls short of the minimum requirement of 6,000 square feet, with a width of 50 feet instead of the required 60 feet. Staff recommends approval of these variances due to the circumstances surrounding the lot's purchase. Mr. Kulaga stated the front yard setback variance is requested at 15 feet, but staff suggests a compromise at 20 feet based on the existing conditions and the setback of neighboring homes. Additionally, a 5-foot setback variance is sought for the side yard on the south, which is deemed acceptable by staff. The proposed adjustment in the setbacks would provide a more spacious backyard and maintain consistency with surrounding homes.

In response to a question from Councilmember Bravo regarding if a porch is included in the measurements that may affect the overall look in comparison to neighboring houses that have a 25-foot front yard, Mr. Kulaga stated the measurements are taken from property line to living space structure.

Mr. Kulaga stated the staff's recommendations consider special circumstances, self-creation of issues, and potential detriment or privileges. Mr. Kulaga suggested approving a five-foot setback variance, while for the front yard setback, staff recommends a compromise of 20 feet instead of the requested 15 feet.

In response to a question from Mayor Molina regarding if 15 feet in the front is enough space for a car to park, Mr. Kulaga stated it is enough for a vehicle.

In response to a question from Councilmember Bravo whether there is enough space to the side to do a car port to the north of the lot, Mr. Kulaga stated there is.

Ricardo Moreno, property owner and applicant, stated he intends to park his vehicles on the northside of the property.

In response to a question from Mayor Molina regarding if a larger front yard would allow for more possibilities of items being left there, Mr. Moreno stated that he lost 20 feet from the other lot he was under contract with.

Motion by Vice Mayor Vital to approve agenda item G5; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Councilmembers approved a conditional Use Permit request to locate a manufactured home on the property of 8011 South Calle Azteca Guadalupe, AZ, per the Guadalupe Town Code, Section § 154.065 (D) (5). The property is zoned R1-6, Maricopa County Assessor Parcel APN 301-09-099. The Applicant is Ricardo Moreno.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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

6. VARIANCE REQUEST FOR 8011 SOUTH CALLE AZTECA (V2023-03)

Mayor Molina stated Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section § 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot area requirement of 6,000 square feet to 4,935 square feet. The property is located at 8011 South Calle Azteca, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.

Motion by Vice Mayor Vital to approve agenda item G6; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Councilmembers approved a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section § 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to decrease the Minimum Lot area requirement of 6,000 square feet to 4,935 square feet. The property is located at 8011 South Calle Azteca, Guadalupe, AZ. Maricopa County Assessor Parcel APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.

7. VARIANCE REQUEST FOR 8011 SOUTH CALLE AZTECA (V2023-04)

Mayor Molina stated Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 8011 South Calle Azteca, Guadalupe, AZ. APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.

Motion by Vice Mayor Vital to approve agenda item G7; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Councilmembers approved a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. The variance request is to decrease the Minimum Lot Width requirement of 60' to 50'. The property is located at 8011 South Calle Azteca, Guadalupe, AZ. APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.

8. VARIANCE REQUEST FOR 8011 SOUTH CALLE AZTECA (V2023-05)

Mayor Molina stated Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. The variance request is to decrease the Minimum front yard requirement of 25' to 15. The property is located at 8011 South Calle Azteca, Guadalupe, AZ. APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.

Motion by Vice Mayor Vital to approve agenda item G8; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Councilmembers approved a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. The variance request is to decrease the Minimum front yard requirement of 25' to 15. The property is located at 8011 South Calle Azteca, Guadalupe, AZ. APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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

9. VARIANCE REQUEST FOR 8011 SOUTH CALLE AZTECA (V2023-06)

Mayor Molina stated Council will consider and may take action to approve or deny a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. The variance request is to decrease the Minimum side yard requirement of 7' to 5'. The property is located at 8011 South Calle Azteca, Guadalupe, AZ. APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.

Motion by Vice Mayor Vital to approve agenda item G9; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

Councilmembers approved a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning Section §154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area, Height, and Setback Regulations. The variance request is to decrease the Minimum side yard requirement of 7' to 5'. The property is located at 8011 South Calle Azteca, Guadalupe, AZ. APN 301-09-099. The lot is zoned R1-6, Single-family Residential. The Applicant is Ricardo Moreno.

H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager/Clerk

- Announced the Town was granted two grants from Gila River Indian Community: 45,000 for senior center programing and 25,000 for CAP family utility assistance.
- Announced Park and Basin signs are going up.
- Announced Street lights in Calle Carlos neighborhood will be up in 10 days.
- Announced Sam Amaya, Town Planner I is in the audience.

I. COUNCILMEMBERS' COMMENTS

Vice Mayor Vital

- Thanked staff for their work.
- Announced upcoming summer school and summer programs.
- Announced July 8th back to school event.
- Announced Father and son BBQ.
- Congratulated graduates.

Councilmember Bravo

- Thanked residents.
- Welcomed Sam Amaya to Town staff.
- Congratulated graduates and encouraged high school students to continue their studies.
- Wished the residents a safe weekend.

Councilmember Osuna

- Thanked staff for their work.
- Congratulated graduates.

Mayor Molina

- Tempe union summer program Tuesday.
- Thanked staff for their work and the successful movie night held May 13th.
- Announced Tempe Guadalupe Little League championship game is tonight.
- Congratulated graduates and encouraged the community to obtain party permits.



J. ADJOURNMENT

Motion by Councilmember Osuna to adjourn the Regular Council Meeting; second by Councilmember Bravo Motion passed unanimously on a voice vote 4-0.

The meeting was adjourned at 7:08 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the May 25, 2023, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
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



Proclamation

TEMPE GUADALUPE LITTLE LEAGUE DISTRICT 13 – JR'S DIVISION CHAMPIONS DAY

WHEREAS, Tempe Guadalupe Little League District 13, comprising talented and dedicated young athletes in the Jr's Division (13&14 year olds), displayed exceptional skill, teamwork, and sportsmanship; and

WHEREAS, their commitment to hard work, discipline, and perseverance culminated by an outstanding achievement, winning the District 13 Jr's Division championship; and

WHEREAS, their unwavering commitment led to a Regular Season record of 11-4 and Tournament Record of 3-0, equaling an impressive overall season record of 14-4; and

WHEREAS, in the Championship game on Thursday, May 25th, the team defeated the Ahwatukee Little League 18-8, solidifying their status as the District 13 Jr's Division Champions; and

WHEREAS, the remarkable achievement of the Little team would not have been possible without the dedicated guidance and selfless support of their coaches, Aaron Matus and Cesar Arrecis, parents, and families; and

NOW THEREFORE, be it resolved that on behalf of the Town Council of the Town of Guadalupe, Town of Guadalupe residents, and Town staff, I hereby declare

FRIDAY, JUNE 9th, 2023, as

***TEMPE GUADALUPE LITTLE LEAGUE DISTRICT 13 –
JR'S DIVISION CHAMPIONS DAY
IN THE TOWN OF GUADALUPE***



Valerie Molina, Mayor

RESOLUTION NO. R2023.08

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 2024.

WHEREAS, the Pascua Yaqui Tribe has continually assisted and supported 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 has actively partnered with the Town of Guadalupe through the planning, programming, and hosting of and providing and sharing significant resources for the success of annual community events; and

WHEREAS, the Pascua Yaqui Tribe shall annually (July 1, 2023 – June 30, 2024), 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 8, 2023, 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 8th day of June, 2023.

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. R2023.09

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, a Community Partner is an organization that has collaborated with the Town of Guadalupe by providing and sharing significant resources for various community Town event; 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, 2023 – June 30, 2024), 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 8, 2023, 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 8th day of June, 2023.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

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

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 85283
480-505-5376 fax: 480-505-5368
EIN: 86-0297728

DURATION OF THE CONTRACT, FY 2024: July 1, 2023 and shall end June 30, 2024

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO
Programmatic Authority: Denise Noble, Director of
Contract Administration
Daily Contacts: Michael Ashton, Contract Specialist

Jeff Kulaga, Town Manager
Jeff Kulaga, Town Manager
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 #: 2024-21-GUA
 CONTRACTOR: Town of Guadalupe
 Document **Original Contract**
 Contract Term July 1, 2023 to June 30, 2024

Contract Payment Ceiling for All Services: TOTAL: \$ 171,622

CONTRACT OPERATING BUDGET

	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
REVENUE				
Area Agency	86,079	52,700	12,000	20,843
Project Income	6,624	644	-	29
Non-Fed Inkind	8,800	2,200	11,000	-
Non-Fed Cash	44,713	38,090	39,461	26,478
Other Federal	-	-	-	-
TOTAL	146,216	93,634	62,461	47,350
EXPENSES				
Personnel	59,099	43,648	26,051	28,037
ERE	22,434	18,704	9,839	8,212
Prof&Outside	1,133	1,133	650	-
Travel	-	3,784	-	11,101
Space	17,321	4,200	21,028	-
Equipment	-	-	-	-
Materials/Supl	42,426	19,687	1,801	-
Operating Svc	3,803	2,478	3,092	-
Indirect	-	-	-	-
TOTAL	146,216	93,634	62,461	47,350
Units	10,272	4,000	796	3,410
Unit Rate	\$ 14.23	\$ 23.41	\$ 78.47	\$ 13.89

ADES Special Terms and Conditions

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.”

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

3.1 **Merger, Reorganization or Change of Ownership**

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 authorization²¹
- 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
- 9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

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.

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 contract performance.

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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against 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 coverage²⁶ 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 performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds 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	\$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 provisions:

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/subcontract²⁸ 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. 29
- 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 payments or for any damages as a result of termination under this paragraph.

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, (**insert Contractor name here**) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (**insert Contractor name here**) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (**insert Contractor name here**) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (**insert Contractor name here**) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (**insert Contractor**

contact person and phone number here) “*Para obtener este documento en otro formato 30obtener información adicional sobre esta política, (insert Contractor contact person and phone number here).*”

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 temporarily 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 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, 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.

32

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 due 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.

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. Area Agency 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 Area Agency. 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 a valid 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

35

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

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 termination³⁷ 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.

Uniform Terms and Conditions

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;
- 2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 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.
- 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 Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage 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 Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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, for one year after acceptance by the Area Agency of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to 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, the 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.** 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 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. 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.** 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.** 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 whole⁴⁵ 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.

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).

12.0 **ADULT PROTECTIVE SERVICES REGISTRY**

Providers are required to conduct a search of the Adult Protective Services (APS) Registry for all personnel (including subcontracted personnel and volunteers), including paid family members, who provide direct service to clients in their homes and other community-based settings. The personnel shall be prohibited from providing services to clients if the search of the APS Registry contains any substantiated report of abuse, neglect, or exploitation of vulnerable adults. Providers may choose to allow exceptions to the background requirements for DCWs providing services to family members only as specified in AMPM Policy 1240-A. The search of the APS Registry shall be conducted at the time of hire/initial contract and annually thereafter. Documentation of the search results should be maintained in the personnel/volunteer file for audit purposes. (Refer to the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey ((November 1, 2019)) developed in response to Executive Order 2019-03).

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 ~~47~~ 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.
- 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, ~~60~~al, and federal requirements related to the food service operation.
2. Prepare or arrange for preparation and service of meals and adhere to approved menus 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.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

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 ($\geq 80\%$) 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 management⁵⁴
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, food⁵ 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).
 - e. 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. 57
- 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 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 ⁶⁴privacy 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

- a. 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:

Site Name, Address, Phone#, Fax#	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area or PSA to be Served
Town of Guadalupe 9241 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
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	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"/> Juneteenth	<input checked="" type="checkbox"/> Veteran's Day	<input checked="" type="checkbox"/> Other: Easter
<input checked="" type="checkbox"/> Martin Luther King Jr's	<input checked="" type="checkbox"/> Independence Day	<input checked="" type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> President's Day	<input type="checkbox"/> Rosh Hashanah	<input checked="" type="checkbox"/> Day after Thanksgiving	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Cesar Chavez Day	<input checked="" type="checkbox"/> Labor Day	<input checked="" type="checkbox"/> Christmas Eve	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Good Friday	<input type="checkbox"/> Yom Kippur	<input checked="" type="checkbox"/> Christmas Day	<input type="checkbox"/> Other: Type here
<input checked="" type="checkbox"/> Memorial Day	<input type="checkbox"/> Columbus Day	<input checked="" type="checkbox"/> New Year's Eve	<input type="checkbox"/> Other: Type here

CERTIFICATE REGARDING LOBBYING

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

**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

EXHIBIT A

DCS Central Registry Request Submission Procedures for DES Providers

Submission Guidance:

1. Email the completed DCS-1083B (employment) to DESCANRegistrychecks@AZDCS.gov
2. Please note, that each submission must be for one person - one person, one email, one attachment.
3. The DCS-1083B Form must be submitted as a PDF and should be typed. The signature may be digital or wet. Incomplete forms will be rejected. Complete all yellow highlighted fields:

Check Applicable DES Division <input type="checkbox"/> DDD <input type="checkbox"/> DAAS <input type="checkbox"/> DCAD <input type="checkbox"/> CCA <input type="checkbox"/> BERS <input type="checkbox"/> OP (Office of Procurement)			
NAME OF REQUESTING AGENCY		REQUESTING AGENCY EMAIL ADDRESS (For return of results)	
AGENCY MAILING ADDRESS (No., Street, City, State, ZIP Code)			
APPLICANT/EMPLOYEE'S NAME (Last, First, M.I.)		BDC. SEC. NO. (000.00-0000)	DATE OF BIRTH (mm/dd/yyyy)
OTHER NAMES USED (including nicknames and maiden names)			
APPLICANT/EMPLOYEE'S ADDRESS (No., Street, Apt No., City, State, ZIP Code)			
select one:	<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire <input type="checkbox"/> Volunteer <input type="checkbox"/> Renewal	APPLICANT/EMPLOYEE EMAIL	
POSITION		CONTRACT/EXTENSION NUMBER	DATE EMPLOYED
EDUCATION		CTRO48037	
		EXPERIENCE	
Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes: • What was the allegation(s)?			
• When was the investigation(s) conducted?			
• Where was the investigation(s) conducted?			
If you wish to provide additional information please use reverse side.			
STATEMENT OF CERTIFICATION BY APPLICANT/EMPLOYEE			
By signing this form, I allow the Department of Child Safety to report final findings of any DCS child abuse investigation and the status of my Level 1 Fingerprint Clearance Card to the agency listed above. I attest under penalty of perjury, that the information provided is true, correct, and complete to the best of my knowledge and belief. I further understand the provision of false information or intentional misrepresentation of information on this form may result in disciplinary action.			
APPLICANT/EMPLOYEE'S SIGNATURE		DATE	
<small>*Pen or Digital signatures are accepted</small>			

4. The Subject Line for each email must be formatted as:

[DES Division] - [Applicant Last Name]

For example: If a submission is for Jane Doe, a potential direct care worker or home delivered meal driver, the subject line would read as follows:

To	DESCANRegistrychecks@AZDCS.gov
Cc	
Subject	DAAS-Doe

Submissions will be returned to the sender for any the following:

1. An email that contains more than one attachment or is for more than one person.
2. If any attachments are in formats other than PDF (e.g., Word, JPG, Google Docs, etc.).
3. If the DCS-1083B form is missing or is incomplete (i.e., does not include all required fields).
4. If the email Subject Line is not formatted as required.

The form will be returned to Providers with the FOR DCS USE ONLY portion of the application completed by DAAS. The returned application is to be filed in the staff/volunteer file.

FOR DCS USE ONLY	
Date Received	DCS-CR Substantiated Reports
	Date Checked <input type="checkbox"/> No <input type="checkbox"/> Yes
	<input type="checkbox"/> Disqualifying <input type="checkbox"/> Non-Disqualifying
Report No.	code
SIGNATURE OF PERSON COMPLETING REPORT	

For any questions or assistance, please contact: DESCANRegistrychecks@AZDCS.gov updated 11.21.2022

**ARIZONA DEPARTMENT OF CHILD SAFETY
DIRECT SERVICE CENTRAL REGISTRY CLEARANCE FORM**

Applicant/Employer: You are being provided this form because you have applied for a position that requires a search of the Arizona Department of Child Safety's (DCS) Child Abuse and Neglect Records (CPS/CR) required by Arizona State law. Your information, upon submission by your employer, will be searched through the DCS Central Registry for Employment. All information on the form must be **typed or printed**. Any form missing information or containing information which is not legible will be **returned to the requesting agency**.

Employers: Return the completed form via secured email to DESCANRegistryChecks@azdcs.gov within five (5) business days of hire. For the email subject line, please type your DES Division, the last name, and the first name of the person the search is conducted for. Example: DDD Jones, Jane. One email per form. This form must be retained as confidential in the employee's file, and it is subject to audit.

Check Applicable DES Division DDD DAAS DCAD CCA DERS OP (Office of Procurement)

NAME OF REQUESTING AGENCY REQUESTING AGENCY EMAIL ADDRESS (For return of results)

AGENCY MAILING ADDRESS (No., Street, City, State, ZIP Code)

APPLICANT/EMPLOYEE'S NAME (Last, First, M.I.) SOC. SEC. NO. (000-00-0000) DATE OF BIRTH (mm/dd/yyyy)

OTHER NAMES USED (Including nicknames and maiden names)

APPLICANT/EMPLOYEE'S ADDRESS (No., Street, Apt No., City, State, ZIP Code)

New Hire Rehire Volunteer Renewal APPLICANT/EMPLOYEE EMAIL

POSITION CONTRACT/EXTENSION NUMBER DATE EMPLOYED

EDUCATION EXPERIENCE

Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction? Yes No

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

If Yes: • **What** was the allegation(s)?

• **When** was the investigation(s) conducted?

• **Where** was the investigation(s) conducted?

If you wish to provide additional information please use reverse side.

STATEMENT OF CERTIFICATION BY APPLICANT/EMPLOYEE

By signing this form, I allow the Department of Child Safety to report final findings of any DCS child abuse investigation and the status of my Level 1 Fingerprint Clearance Card to the agency listed above. I attest under penalty of perjury, that the information provided is true, correct, and complete to the best of my knowledge and belief. I further understand the provision of false information or intentional misrepresentation of information on this form may result in disciplinary action.

APPLICANT/EMPLOYEE'S SIGNATURE DATE

**Pen or Digital signatures are accepted*

FOR DCS USE ONLY

Date Received <input type="text"/>	CPS/CR Substantiated Reports
	Date Checked <input type="text"/>
	<input type="checkbox"/> No <input type="checkbox"/> Yes
	<input type="checkbox"/> Disqualifying <input type="checkbox"/> Non-Disqualifying
	<input type="text"/> <input type="text"/>
	Report No. Code

NAME/SIGNATURE OF PERSON COMPLETING SEARCH

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department 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, contact 602-255-2801; TTY/TDD Services: 7-1-1. • Disponible en español en línea o en la oficina local.

EXHIBIT B

AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

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.

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 C

LCR-1034A FORNA (10-19)
Previous versions not accepted

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Page 1 of 6

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):

[Large blue shaded area for providing details of crimes]

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 en el mismo nivel

EXHIBIT D

LCR-1034A FORS (10-19)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Página 1 de 6

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 affidavit 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 affidavit 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 affidavit 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 affidavit. 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 inmoral 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. Tiroteado 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 parafermalia 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"/>

EXHIBIT E**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

COMMUNICATION PAGE
(not an integral page of the Contract)

83

5/26/2023 EMAILED TO:

acarter@guadalupez.org
jkulaga@guadalupez.org
rthaxton@guadalupez.org

C2020-16A
AMENDMENT NO. 4 TO THE
COOPERATION AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE TOWN OF GUADALUPE

- I. Maricopa County (“County”) by and through the Maricopa County Human Services Department and the Town of Guadalupe (Town) entered into a non-financial three-year (3-year) Cooperation Agreement (“Agreement”) on or about July 8, 2011. The effective period of the Agreement was July 1, 2012, through June 30, 2015. The purpose of the Agreement was to establish the Town’s continued participation in U. S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) Entitlement, HOME Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG), and other HUD-related programs. The County and the Town executed Amendment No. 1 to the Agreement on or about July 18, 2014. Among other things, it renewed the Agreement for an additional three (3) federal fiscal years (2015, 2016, and 2017). The County and the Town executed Amendment No. 2 to the Agreement on or about July 14, 2017. Among other things, it renewed the Agreement for an additional three (3) federal fiscal years (2018, 2019, and 2020). The County and the Town executed Amendment No. 3 to the Agreement on or about June 24, 2020. Among other things, it renewed the Agreement for an additional three (3) federal fiscal years (2021, 2022, and 2023). The County and the Town are collectively referred to as the “Parties.”
- II. The Parties wish to amend the Agreement as follows:
 - A. Renew the Agreement under the automatic renewal clause in Paragraph 3 for an additional three years, federal fiscal years 2024, 2025, and 2026.
- III. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.
- IV. The Agreement is amended to incorporate the changes contained in this Amendment No. 4. All other terms and conditions of the Agreement remain the same and in full force and effect as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3.
- V. This Amendment No. 4 shall be effective on the date of final approval and signature by the Parties.
- VI. The terms of the Agreement as amended are fully authorized under state and local law and provide the County with the authority to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities.

[Signatures contained on the following page]



Town of Guadalupe

Where three cultures flourish ♦ Donde florecen tres culturas ♦ Haksá vahi weyeme hó`ak

May 3, 2023

Jacqueline Edwards
 Director, Human Services Department
 Human Services Maricopa County
 234 N. Central Ave., Suite 300
 Phoenix, AZ. 85004

RE: NOTICE OF OPPORTUNITY TO BE INCLUDED IN THE MARICOPA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDGB) PROGRAM

Dear Ms. Edwards,

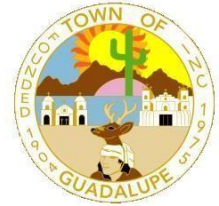
This letter is to confirm that the Town of Guadalupe would like to participate in the next three-year Maricopa Urban County Cooperation Agreement for Fiscal Years 2023-24, 2024-25, 2025-26.

We are prepared to provide a Resolution approved by the Mayor and council authorizing our participation by June 12, 2023 to be submitted to the Maricopa County Board of Supervisors for approval along with a fully executed Cooperation Agreement. Guadalupe Town Council intends to formally consider this Resolution at the June 8, 2023 Town Council meeting.

Should you have further questions, please contact me.

Thank you,

Jeff Kulaga
 Town Manager / Clerk



Town of Guadalupe

TRIBAL GAMING REVENUE SHARING – SUPPORT LETTER REQUEST FORM

Each year, Tribes, Communities and Nations (entities) accept grant applications from Arizona cities, towns, counties, public schools, and nonprofit organizations. Although each Tribal entity has a different application process and due date, all entities require support from a local government as outlined in the Tribal Gaming Compact. For the Town of Guadalupe, this means a letter of support from the Guadalupe Town Council. Nonprofit organizations applying for Tribal gaming revenue sharing may request letters of support from the Town of Guadalupe as outlined below.

CRITERIA:

- Organization must have a certified 501(c)(3) tax-exempt status from the Internal Revenue Service.
- Organization must meet the criteria for the specific grant for which they are applying.
- Organization must demonstrate how the program will benefit the Guadalupe community.

DEADLINE:

Requests for letters of support must be received by the Town of Guadalupe *no less than 30 days prior to the grant application submittal deadline*. For example:

ENTITY	GRANT APPLICATION DEADLINE*	DEADLINE TO SUBMIT REQUEST FOR LETTER OF SUPPORT*	SELECT ENTITY √
Ak-Chin Indian Community	July 7	June 7	
Fort McDowell Yavapai Nation	May 1	March 7	
Gila River Indian Community	April 2	March 3	
Pascua Yaqui Tribe	May 31 / Nov. 30	May 1 / Oct. 30	
Tohono O'odham Nation	June 9	May 9	√

*Exact dates may vary by year.

All requests will be considered by the Guadalupe Town Council. If approved, a letter of support will be provided at least seven days prior to the grant application deadline.

Please complete the information below and submit no less than 30 days prior to the grant application deadline. Submit via email to: clerk@guadalupeaz.org.

Organization: Boys & Girls Clubs of the Valley Date: 5/30/2023

Contact: Emily Denes Phone: 602.954.8182 Email: Emily.Denes@bgcaz.org

Name of program for which the grant funds will be used: Thunderbirds Branch & Peggy Hoag Teen Center

Briefly describe what the grant funds will be used for: A new secure front entrance with buzzer system and enclosed lobby to prohibit entrance to the Club's activity area without permission. This will give parents peace of mind to enroll their children.

How will the program benefit the Guadalupe community? Increasing safety for youth, combined with the Club's resources and support, will help youth increase their academic skills and succeed with school, career, and civic life, benefiting the community.

What specific target audience(s) will benefit from the program (e.g., at-risk youth, elders, low-income)?

The program benefits at-risk youth: more than half have a household income below \$32,000; 56% live in single-parent homes.



BOYS & GIRLS CLUBS OF THE VALLEY

Chairman Ned Norris, Jr.
Tohono O'odham Nation
P.O. Box 837
Sells, AZ 85634
12Grants@tonation-nsn.gov

Dear Chairman Norris:

Boys & Girls Clubs of the Valley (BGCAZ) greatly appreciates Tohono O'odham Nation's care for community in the more than 500 projects it has funded with its revenue-sharing program over the past 20 years. We thank you for the opportunity to present a project that supports several of your funding priorities in an Arizona community of particular need. BGCAZ is respectfully requesting \$275,000 for a new secured entrance at our Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe. We bring this request with the support of the Town of Guadalupe, thankful for our shared commitment to positive youth programs.

The safety and well-being of young people are our number one priority. We work every day to create a safe, fun environment so kids can have every opportunity to be successful in life. Your funding will secure the front entrance with a new buzzer system and enclose the existing lobby so nobody can reach our activity area without permission. This fundamental improvement to the Club facility will give parents peace of mind to enroll their children in our programs. It will also add to our members' sense that they are worth investing in and being taken care of.

a) Explain the perceived need and explain how the proposal will address that need.

These improvements were chosen in part due to counsel by Boys & Girls Clubs of America, which works with leading experts in the areas of safety, security, and technology to develop state-of-the-art solutions for Clubs.

As activity increases at the Guadalupe Branch, so does the need for enhancing the physical security of the facility. The Guadalupe Branch had one of the stronger rebounds in membership from the COVID-19 pandemic and had 815 members as of Fiscal Year 2021-2022. That was an increase of 37% from 2019-2020 totals, a larger increase than BGCAZ overall. Beyond those members, there are hundreds of non-members and families who use the facility.

The growing traffic alone, let alone national concerns about violence at facilities youth gather, demonstrates the need for modern security. Unfortunately, the Town of Guadalupe itself suffers from an elevated crime rate, heightening the local need. From 2019 through 2021, the Town had

a violent crime rate of 11.7 per 1,000 residents, according to analysis by the Maricopa County Sheriff’s Office (MCSO). That was double – sometimes much more than – the rates of comparison cities analyzed by MCSO. Guadalupe’s property crime rate was 48.7 per 1,000 people, about 50% more than comparison cities.

While members report generally positive feelings about safety, BGCAZ strives to do better. As part of our annual Club-specific needs assessments, we survey members with the National Youth Outcome Indicators survey, including questions about physical safety. In 2021’s survey, only half of Guadalupe Branch members said they felt safer there than “hanging out somewhere else.” Only 55% said it was “very true” that “If someone wanted to hurt me or hit me at this Club, someone else would stop them.”

Crime activity often correlates with poverty, and Guadalupe is a clear example. More than half of Guadalupe children (57.4%) live in poverty, according to the U.S. Census 2017-2021 American Community Survey 5-Year Estimates. That was more than triple the rate for Maricopa County children (17%) or Arizona children overall (18.8%).

b) Describe the population who will benefit from the proposal if approved.

The Guadalupe Branch currently serves more than 815 members annually. It is one of the most diverse among our Clubs, with 88% of members of a race or ethnicity different from White Non-Hispanic/Latino. This includes 44% Hispanic/Latino members, 30% African American members, and a BGCAZ-leading 12% Native American members. The Guadalupe Branch is our only Club with more than 100 Native American members, reflecting the makeup of the surrounding community.

This project has a long-term benefit to our members. As more youth attend the Club, improve their academic skills, graduate from high school, and move on to a successful career, the entire community will benefit economically, and by having strong, caring future leaders. This is especially important, as the facility serves youth who are particularly at risk. In a 2022 survey, we found that about half of Guadalupe Branch members had a household income below \$32,000 and more than half lived in single-parent homes. These children need a safe, welcoming place to help reach their potential.

c) Include a budget of the requested funds, with the total amount requested clearly notated.

Expenses	Cost
Project Requirements	\$11,141
Demolition	\$3,769
Structural Steel	\$20,638
Rough Carpentry	\$650
Insulation	\$484

Caulking & Sealants	\$865
Glass & Glazing	\$26,370
Framing & Drywall	\$3,956
Stucco/EIFS	\$3,933
Flooring	\$3,771
Paint	\$692
Signage	\$250
Fire Protection	\$1,763
HVAC	\$6,480
Electrical	\$18,884
Access Control	\$15,000
General Conditions	\$44,528
Architectural & Engineering allowance	\$19,168
Contractor Contingency	\$6,846
Project / Design / Escalation Contingency	\$6,846
City Review Contingency	\$13,692
Liability Insurance	\$3,286
Builders Risk Insurance	\$1,643
Payment & Performance Bond	\$3,286
Gross Receipts Tax	\$13,883
Contractor Fee	\$21,906
TOTAL REQUEST:	\$275,000

d) List any other funding requests that have been made for this or substantially related proposals and provide the status of those requests

While no other funding requests have been made for this specific Club project, BGCAZ is in the process of making significant security upgrades at many of its 30 branches around Arizona. A pending request of \$300,000 has been submitted to the Del E. Webb Foundation for secure entrance at the Harry & Sandy Rosenzweig Branch in Phoenix. A \$250,000 request is in progress with Republic Services Charitable Foundation for the Grant Woods Branch and Teen Center in Mesa. Absent grant awards, these projects will happen at a slower timeframe as part of our capital planning process, delaying the safety benefits for these youth.

e) Indicate whether the entity has previously received a 12% distribution from the Tohono O’odham Nation or other Arizona tribes, along with the amount and date awarded.

Tribe	Request of	In	For	Result
Tohono O’odham	\$30,000	2022	Club Programming	\$30,000 declined
Tohono O’odham Gaming Enterprise	\$5,000	2021	Event Sponsorship	\$5,000 awarded

Tohono O’odham Gaming Enterprise	\$30,000	2022	Club Programming	\$30,000 declined
Gila River Indian Community	\$120,000	2020	Club Expansion	\$120,000 awarded
Gila River Indian Community	\$100,000	2022	Club Expansion	\$100,000 awarded
Gila River Indian Community	\$300,000	2023	Club Expansion	\$300,000 awarded
Ak-Chin Indian Community	\$30,000	2023	Club Programming	\$30,000 pending

f) Identify a designated contact person and alternate contact person for follow-up. Include the following information email address, phone number, mailing address, and fax number.

Designated Contact Person	Alternate Contact Person
Emily Denes, Director of Community Engagement Boys & Girls Clubs of the Valley 4309 East Belleview Street, Bldg. 14 Phoenix, AZ 85008-5409 Emily.denes@bgcaz.org Phone: 602-954-8182 Fax: 602-956-3320	Marcia Mintz, CEO Boys & Girls Clubs of the Valley 4309 East Belleview Street, Bldg. 14 Phoenix, AZ 85008-5409 Marcia.mintz@bgcaz.org Phone: 602-954-8182 Fax: 602-956-3320

g) Indicate which priority area (from above list) the proposal falls under.

The secure entrance project at BGCAZ’s Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe falls under four priority funding areas identified by the Tohono O’odham Nation: Education, Public Safety, Child Advocacy, and Economic Development.

- **Education:** The Guadalupe Branch provides children unique experiences and proven programs in education, academic support, the arts, physical fitness, character development, and leadership training – along with plenty of healthy fun and recreation – in a safe and friendly environment.
- **Public Safety:** The project directly increases the safety of Club members and other visitors by limiting who can enter the facility. This is of increased importance with both national concerns about safety at public facilities and events and the Town of Guadalupe’s crime rates.
- **Child Advocacy:** BGCAZ is the leading voice for youth development in Arizona, ensuring youth and teens have the skills and resilience to successfully navigate childhood and prepare for adulthood. This project supports the foundation of those efforts.
- **Economic Development:** Past Economic Impact studies by Arizona State University identified five ways in which members can potentially benefit through their attendance at a Boys & Girls Club: Improved rates of high school graduation; Reduced levels of

teenage pregnancy and motherhood; Cost savings generated by reductions in juvenile criminal activity; Lower tendency to participate in substance abuse including tobacco use and drugs; and Improved healthy habits and increased physical activity.

h) If the proposal is from a non-profit organization, include the name of the city, town, or county an agreement will be made with if funds are granted.

BGCAZ is honored to have the support of the Town of Guadalupe for this grant request. The Town is willing to enter into agreements with Tohono O'odham Nation and BGCAZ if funds are granted.

Thank you for your consideration of our application, and your commitment to important projects benefitting the wider public throughout Arizona. Please let us know if you have any questions or would like to visit any of our facilities, including the Guadalupe Branch.

Respectfully,

A handwritten signature in black ink, appearing to read "Marcia Mintz". The signature is fluid and cursive, with a large, stylized initial "M".

Marcia Mintz, Chief Executive Officer



Town of Guadalupe

Where three cultures flourish ♦ Donde florecen tres culturas ♦ Haksá vahi weyeme hó'ak

June 8, 2023

Dr. Ned Norris, Jr., Chairman
Tohono O'odham Nation
P.O. Box 837
Stells, AZ 85634

Dear Chairman Norris,

Thank you for the opportunity to lend our support to Boys & Girls Clubs of the Valley's Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe for their request of Tohono O'odham Nation Revenue Sharing Funds. Boys & Girls Clubs of the Valley is a nonprofit organization seeking \$275,000 in revenue-sharing funds. The Guadalupe Branch provides our community's children unique experiences and proven programs in education, academic support, the arts, physical fitness, character development, and leadership training – along with plenty of healthy fun and recreation – in a safe and friendly environment. If granted, funding would be used to fund a new secure front entrance with buzzer system and enclosed lobby to maintain that safe environment.

The Town of Guadalupe supports youth programs throughout the Town of Guadalupe. Boys & Girls Clubs of the Valley's Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe helps youth of the community to achieve success in work and life through its after-school program, teen leadership training, youth sports leagues, and homework and tutoring assistance.

Thank you for considering this request.

Sincerely,

Valerie Molina
Mayor



Town of Guadalupe

Where three cultures flourish ♦ Donde florecen tres culturas ♦ Haksá vahi weyeme hó'ak

June 8, 2023

Dr. Ned Norris, Jr., Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, AZ 85634

Dear Chairman Norris,

On behalf of Boys & Girls Clubs of the Valley's Thunderbirds Branch & Peggy Hoag Teen Center - Guadalupe, we are submitting this letter of support for their application for Tohono O'odham Nation Revenue Sharing Funds. They have applied for \$275,000 to fund a new secure front entrance with buzzer system and enclosed lobby at the Boys & Girls Club located in the Town of Guadalupe. The Guadalupe Branch serves about 815 youths from Guadalupe and surrounding communities by providing an after-school program, teen leadership training, youth sports leagues, and homework and tutoring assistance. The Guadalupe Branch helps youth increase their academic skills and succeed with school, career, and civic life, benefiting both our community and the State of Arizona. In doing so, this request meets three of Tohono O'odham Nation's priority areas: Education, Child Advocacy, and Economic Development.

The Town of Guadalupe administration is happy to support Boys & Girls Clubs of the Valley's Thunderbirds Branch & Peggy Hoag Teen Center – Guadalupe's application for \$275,000 in Tohono O'odham Nation Revenue Sharing Funds. Should you have any questions or seek clarification, please contact me at jkulaga@guadalupeaz.org or by calling 480-505-5376.

Thank you for your consideration.

Respectfully,

Jeff Kulaga
Town Manager / Clerk

C2022-35A

AMENDMENT NO. 1 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, (“Contractor”) entered into a financial Intergovernmental Agreement (“Agreement”), which was fully executed on or about July 27, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) Community Initiative services to include the coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency. The Contractor shall provide services in the Town of Guadalupe service area. The Agreement term is the term of July 1, 2022, through June 30, 2023. The County provided the Contractor with \$100,000 for the CAP Community Initiative service activities. The County and the Contractor collectively are referred to as the “Parties.”

II. The Parties agree to enter into this Amendment No. 1 to amend the Agreement as follows:

A. Extend the Agreement term from June 30, 2023, through June 30, 2024.

B. Revise Section 1 (General Provisions), paragraph 1.0 (Purpose), by removing in its entirety and replacing with the following:

1.0 PURPOSE

The Contractor shall provide navigation services and program information/ referrals to Town of Guadalupe residents. Detailed program activities identified in Section 3 (Work Statement).

C. Revise Section 3 (Work Statement), by removing in its entirety and replacing with the following:

1.0 PROGRAM GOALS

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Services Division (MCHSD/CSD) administers the Community Action Program activities, the primary purpose of the CSD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations community action programs and services are provided to residents in the local area.

2.0 SCOPE OF WORK

County shall support the Town with social services navigation and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed.

2.1 Navigation Services

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both contractor's internal program (non-County funded) along with external program services.

2.1.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) and Low Income Household Water Assistance Program (LIHWAP) Services:

2.1.1.1 Contractor shall provide application assistance which may include the following:

2.1.1.1.1 Answering questions about program eligibility and the application process.

2.1.1.1.2 Entering application data directly into the DES portal on behalf of the Client.

2.1.1.1.3 Scanning and uploading required documents, if needed.

2.1.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.

2.1.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com)

2.1.1.2 LIHEAP Life-Threatening Crisis Requirements

2.1.1.2.1 Contractor shall provide the following assistance:

2.1.1.2.1.1 Upon phone/email notification from ADES, initiate a wellness call or check within eighteen (18) hours.

2.1.1.2.1.2 Confirm that the Client is facing Life-Threatening Crisis

2.1.1.2.1.3 Refer Clients to weatherization services for items such as portable heaters, air conditioners, or

other necessities if it is determined action is needed.

2.1.1.2.1.4 Assists clients with application and indicate on Client's application the Life-Threatening Crisis needed

2.1.2 Navigation to Maricopa Human Services (MCHSD) Programs

2.1.2.1 Contractor shall navigate to the Community Services Division (CSD) Empowerment Pathway Program.

2.1.2.2 CSD Client Service Specialist shall assess the needs of the household and connect the Client to the following MCHSD divisional (neighborhood) program services:

2.1.2.2.1 Early Education Division (EED) nutritionist, childcare, and early education services

2.1.2.2.2 Senior Adult Services Division (SASD) case management services

2.1.2.2.3 Workforce Development Division (WDD) employment and occupational skills training related services

2.1.2.2.4 Homeless Services

2.1.2.3 Navigation to Internal Program Services

2.1.2.3.1 Contractor shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2023, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.1.2.3.1.1 Community need

2.1.2.3.1.2 Anticipated program outcome(s)

2.1.2.3.1.3 Description of program service

2.1.2.3.1.4 Projected number of individuals/ households to be served

2.1.2.3.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s);

2.1.2.3.1.6 Data collection methodology

2.1.2.4 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Contractor's logic model.

2.1.2.4.1 Follow up services shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.2 Information and Referrals

- 2.2.1 Contractor shall provide information and referrals to include but not limited to the following:
 - 2.2.1.1 SOLARI (formerly know as AZ 211) crisis case management services
 - 2.2.1.2 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.
 - 2.2.1.3 Child support enforcement services for clients who are custodial parents in single parent households.
 - 2.2.1.4 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;
 - 2.2.1.5 Food and nutrition services to counteract the impacts of starvation or malnutrition.
 - 2.2.1.6 ADOH Mortgage Assistance Program

2.3 Service Requirements

2.3.1 Navigation Services

- 2.3.1.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP/ LIHWAP services or internal program services.
- 2.3.1.2 Contractor shall ensure that all eligible clients seeking crisis services will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP and LIHWAP services.
- 2.3.1.3 Contractor shall provide navigation services as it relates to MCHSD and Internal Program services, to a minimum of 50% of the clients that have been dispositioned in the HSD Dynamic queue.
- 2.3.1.4 Contractor shall document all navigation services in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.
- 2.3.1.5 Navigation services shall be reported in the MCHSD/CSD quarterly ROMA reports.
- 2.3.1.6 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.3.2 Information and Referrals

- 2.3.2.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.
- 2.3.2.2 Contractor shall document all referrals in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.
- 2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/CSD quarterly ROMA reports.

2.4 Facility Requirements

- 2.4.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:
 - 2.4.1.1 AZDES LIHEAP Application Portal;
 - 2.4.1.2 HSD Client Portal;
 - 2.4.1.3 ADOH Mortgage Assistance Portal;
 - 2.4.1.4 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
 - 2.4.1.5 Online job search and submission of application/resume; and/or
 - 2.4.1.6 Information regarding scholarships and federal financial aid.

- 2.4.2 Contractor shall ensure adequate space for the following:
 - 2.4.2.1 On-site workshops and training classes;
 - 2.4.2.2 Local job/career fairs; and
 - 2.4.2.3 Eligibility determination where confidential information cannot be overheard.

- 2.5 Reporting Requirements
 - 2.5.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:
 - 2.5.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
 - 2.5.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
 - 2.5.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
 - 2.5.1.4 Failure to submit required reports in the designated timeframe listed may result:
 - 2.5.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
 - 2.5.1.4.2 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

- 2.6 HSD Dynamics Access
 - 2.6.1 Access to HSD Dynamics will be provided by MCHSD/CSD upon request from Contractor.

- 2.6.2 Contractor shall provide MCHSD/CSD information regarding staffs' name, position title, contact information, and confirmation of successful completion of background check.
 - 2.6.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:
 - 2.6.3.1 Approving clients for services they are not eligible for;
 - 2.6.3.2 Denying eligible clients services; and
 - 2.6.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.
 - 2.6.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.
 - 2.6.5 MCHSD reserves the right to deny Contractor's access to program data.
- 2.7 Staff Requirements
- 2.7.1 Contractor shall:
 - 2.7.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;
 - 2.7.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;
 - 2.7.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;
 - 2.7.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;
 - 2.7.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:
 - 2.7.1.5.1 An overview of the MCHSD/CSD Policy and Procedure Manual; and
 - 2.7.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.
 - 2.7.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;
 - 2.7.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy

occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.

2.7.2 Code of Conduct:

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

2.7.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.

2.7.2.1.2 Actions on behalf of the County without appropriate authorization.

2.7.2.1.3 Providing favorable or unfavorable treatment to anyone.

2.7.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.

2.7.2.1.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.

2.7.2.1.6 Loss of impartiality when advising the County.

2.8 Training and Technical Assistance

2.8.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:

2.8.1.1 MCHSD/CSD Policy & Procedure Program Manual;

2.8.1.2 MCHSD funded financial assistance services;

2.8.1.3 Use of HSD Dynamics;

2.8.1.4 Reports and forms, as required;

2.8.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;

2.8.1.6 Trauma Informed Care

2.8.1.7 Motivational Interviewing

2.8.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;

2.8.1.9 Review of program monitoring findings; and

2.8.1.10 Other training and technical assistance as needed/required.

2.8.2 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.

2.9 MCHSD Grievance Procedures

2.9.1 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 the County 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.

2.9.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CSD.

2.9.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CSD Policy & Procedure Program Manual

- D. Revise Section 4 (Budget and Compensation), paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the following Operating Budget. The County shall provide the Contractor with a not to exceed amount of \$107,254 for the period of July 1, 2023 through June 30, 2024, fiscal year 2024. Unexpended funds from fiscal year 2023 shall not be available for expenditures in the fiscal year 2024.
- III. Section II above contains all the changes made by this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as amended by previous amendments.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf.
- V. This Amendment No. 1 shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
TOWN OF GUADALUPE

APPROVED BY:
MARICOPA COUNTY

Valerie Molina, Mayor Date

Chairman, Board of Supervisors Date

Attested To:

Attested To:

Jeff Kulaga, Town Manager/Clerk Date

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. 1 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. 1 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, Esq. Date
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

BY: _____
Deputy County Attorney Date

Town of Guadalupe
Operating Budget
FY2024

Town of Guadalupe Operating Budget - CAP Services

Contract Period July 1st, 2023, through June 30th, 2024

Funding

County Funds	\$107,254
Cash Match	
Contributions	<u>\$61,736</u>
	\$168,990

Budget Category	<u>Direct Cost</u>	<u>Administration Cost</u>	<u>Total Cost</u>
Personnel	\$82,359.67	\$0.00	\$82,359.67
ERE	\$41,180.00	\$0.00	\$41,180.00
P & O Services	\$500.00	\$0.00	\$500.00
Travel	\$1,325.00	\$0.00	\$1,325.00
Space	\$5,623.00	\$0.00	\$0.00
Materials & Supplies	\$3,150.00	\$0.00	\$3,150.00
Operating Services	<u>\$34,852.00</u>	<u>\$0.00</u>	<u>\$34,852.00</u>
Total Expenses	\$168,989.67	\$0.00	\$163,366.67

