

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

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

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

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

**NOTICE OF REGULAR MEETING
OF THE GUADALUPE TOWN COUNCIL**

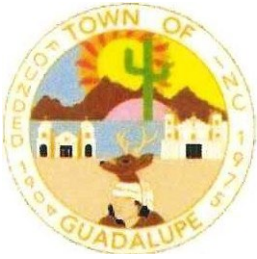
**THURSDAY, JUNE 9, 2022
6:00 P.M.**

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, June 9, 2022, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES – None.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS:
 - Erika De Rienzo, Fees College Preparatory School Principal
 - Brent Brown, Marcos del Niza High School Principal
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. **PASCUA YAQUI TRIBE PARTNERSHIP – RESOLUTION NO. R2022.18:** 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.



Valerie Molina
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2. COMMUNITY PARTNERS – RESOLUTION NO. R2022.19: 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.

3. APPROVAL OF CONTRACT – HOMELESSNESS SERVICES: Council will consider and may take action to award a homelessness services contract (C2022-25) with Community Bridges Inc. (CBI), in the amount of \$77,464.90. The contracted services to be provided include bilingual outreach, crisis mitigation, diversion assistance, and long-term preventative and chronic condition care management. Funding for these services is available from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), awarded to the Pascua Yaqui Tribe to respond to COVID-19 impacts. The Pascua Yaqui Tribe awarded ARPA funds to the Town of Guadalupe in September 2021 and the Council approved \$325,000 for homelessness services. Council may provide direction to the Town Manager / Clerk.

4. APPROVAL OF CONTRACT – COUNCIL CHAMBERS AUDIO VISUAL EQUIPMENT: Council will consider and may take action to award a contract (C2022-26) to Technology Providers, Inc., in the amount of \$98,933.65. The purpose of the contract is for Technology Providers, Inc. to purchase audio-visual equipment as part of the Council Chamber renovation project. The audio-visual equipment will replace the existing and outdated speaker system and add video equipment to allow for remote meeting access and streaming on social media platforms. Funding for this equipment purchase is available from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), awarded to the Pascua Yaqui Tribe to respond to COVID-19 impacts. The Pascua Yaqui Tribe awarded ARPA funds to the Town of Guadalupe in September 2021 and the Council approved \$325,000 for Council Chamber renovations and remodel. Council may provide direction to the Town Manager / Clerk.

5. APPROVAL OF CONTRACT - AREA AGENCY ON AGING: Council will consider and may take action to authorize the Mayor, or designee, to sign a contract (C2022-29), authorizing 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 the Guadalupe Senior Center. The contract term is July 1, 2022 – June 30, 2023. 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.

6. APPROVAL OF CONTRACT – ARIZONA COMMUNITY ACTION ASSOCIATION: Council will consider and may take action to authorize the Mayor, or designee, to sign a contract (C2022-30), authorizing Arizona Community Action Association, dba Wildfire, to provide funding in the amount of \$10,074 to the Town of Guadalupe for utility services and utility related appliance repair or replacement financial assistance to eligible Guadalupe families through the Community Action Program (CAP). The contract term is July 1, 2022 – June 30, 2023. 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.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



June 3, 2022

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **June 9, 2022, Town Council Regular Meeting Information Report**

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

Agenda Items:

G1. PASCUA YAQUI TRIBE PARTNERSHIP – RESOLUTION NO. R2022.18 (PAGE 5): This is 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.

G2. COMMUNITY PARTNERS – RESOLUTION NO. R2022.19 (PAGE 6): 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 the discounted use of the Mercado patio and Multi-purpose Room for various events.

G3. APPROVAL OF CONTRACT – HOMELESSNESS SERVICES (PAGES 7 – 20): Staff is recommending that Council award a homelessness services contract (C2022-25) with Community Bridges Inc. (CBI), in the amount of \$77,464.90 for services to address homelessness with the Town of Guadalupe. CBI will provide bilingual outreach and navigation services to mitigate crisis, assist with diversion and connect to long-term preventative and chronic condition care management. The targeted outreach project will focus on two main service strategies: providing street outreach and work with CPLC to bridge any service gaps. The CBI Navigator will be available Monday through Friday, 8am to 5pm, and work from the CAP office at Town Hall. The agreement is for one year, through June 2023 and valued at \$77,4654.90.

Funding for these services is available from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), awarded to the Pascua Yaqui Tribe (PYT) to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 impacts in tribal communities, on tribal residents, and on tribal businesses and a contract savings with Chicanos Por La Causa (CPLC). PYT ARPA funds were awarded to the Town of Guadalupe in September 2021 and the Council approved \$325,000 for homelessness services.

G4. APPROVAL OF CONTRACT – COUNCIL CHAMBERS AUDIO VISUAL EQUIPMENT (PAGES 21 – 58): Staff is recommending that Council award the Council Chambers audio visual equipment contract (C2022-26) to Technology Providers, Inc., (TPI), in an amount of \$98,933.65. The audio-visual equipment will be installed as part of the Council Chamber renovation project. The audio-visual equipment will replace the existing outdated speaker system and add video equipment to allow for remote meeting access and streaming on social media platforms. TPI will work in conjunction with the lead construction contractor to accomplish the installation in an efficient and timely manner in alignment with the renovation project schedule. The project is expected to be completed by the end of summer.

An RFP process was done, resulting in one bid for the project. An independent cost estimator had undertaken a cost reasonableness process to determine the cost of the project and the bid came in within five percent of their estimate and the bid was determined reasonable according to the Federal procurement guidelines for the funds.

Funding for this equipment purchase is available from the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), awarded to the Pascua Yaqui Tribe to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 impacts in tribal communities, on tribal residents, and on tribal businesses. PYT ARPA funds were awarded to the Town of Guadalupe in September 2021 and the Council approved \$325,000 for Council Chamber renovations.

G5. APPROVAL OF CONTRACT – AREA AGENCY ON AGING (PAGES 59 – 126): Staff is recommending that Council award contract (C2022-29), 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. This is the annual contract with Are Agency which supports Senior Center operations. The contract term is July 1, 2022 – June 30, 2023.

G6. APPROVAL OF CONTRACT – WILDFIRE (PAGES 127 – 135): Staff is recommending that Council award contract (C2022-30), with Arizona Community Action Association, dba Wildfire, which authorizes the Town to provide deposits for utility services, repairs to existing utility-related appliances or systems or replacement when repair costs would exceed replacement costs with funding provided by Arizona Community Action Association dba Wildfire. The Utility Repair, Replacement and Deposit (URRD) fund was established by state law (A.R.S. §46-731) to aid low-income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to existing utility related appliances or systems. This is a new partnership for the Town of Guadalupe. The contract term is July 1, 2022 – June 30, 2023.

RESOLUTION NO. R2022.18

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 2023.

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

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

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

WHEREAS, the Pascua Yaqui Tribe shall annually (July 1, 2022 – June 30, 2023), 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 9, 2022, 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 9th day of June, 2022.

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. R2022.19

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

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

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

WHEREAS, Community Partners shall annually (July 1, 2022 – June 30, 2023), 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 9, 2022, 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 9th day of June, 2022.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

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

**TOWN OF GUADALUPE
AGREEMENT FOR HOMELESSNESS SERVICES**

C2022-25

THIS AGREEMENT made and entered into, by and between the **TOWN OF GUADALUPE** (“Town”), an Arizona municipal corporation, and **COMMUNITY BRIDGES, INC.** (“Contractor”), an Arizona nonprofit organization, who shall be collectively referenced to as the “Parties”, or individually as a “Party”.

WHEREAS it is necessary that the **Town of Guadalupe** and **Community Bridges, Inc.** enter into an **AGREEMENT** for the implementation of certain activities to address the homelessness within the Town boundaries.

AGREEMENT TERM: This **AGREEMENT** shall take effect as of the date of execution by the **Town** and shall be in effect until June 30, 2023, with an option to extend for an additional 12 months, if desired by both parties.

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

- A. On March 11, 2021, the American Rescue Plan Act (“ARP Act”) was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the “CSLFRF”), which included nineteen (19) billion dollars for tribal governments to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 in tribal communities, on tribal residents, and on tribal businesses.
- B. The Town has received a portion of these funds from the Pascua Yaqui Tribe, in order to respond to the public health emergency and its negative impacts and make necessary investments in order to support the health of the residents of the Town.
- C. The Town administered a Request for Proposals (RFP) process as part of a fair and open procurement to select a contractor to create a solution to address the homelessness within the Town boundaries.
- D. The Town entered into a contract with a nonprofit working in the community to provide services but now finds it needs to augment that contract with additional services. The Town requested a proposal from the Contractor to provide additional services to address homelessness in the Town.
- E. Town and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

AGREEMENT

NOW, THEREFORE, Town retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. **AMOUNT AND NATURE OF ASSISTANCE BY THE TOWN:**
 - a. Subject to all of the terms, covenants and conditions of this Agreement, the TOWN will provide up to \$77,4654.90 of the CSLFRF funds provided by the Pascua Yaqui Tribe, to operate the program as described in the Scope of Work as outlined by the Proposal submitted by the Contractor (Exhibit A).

- b. The CONTRACTOR specifically agrees to be responsible for all sums in excess of the funds provided by the Town necessary to operate the Program.
2. CONTRACT TERM: The Term of this Agreement shall be performed from June 10, 2022, through June 30, 2023.
3. PRICE: The Town will disburse portions of the available funds in such amounts and increments as may be approved by the Town to reimburse the Contractor for expenses reflected in the approved included in the Exhibit B: Budget.
 - a. Reimbursements will be made upon submission by the Contractor of proper invoices and supporting documentation, as required by the Town in its reasonable discretion.
 - b. The budget may not be amended or supplemented without the prior written consent of the Town.
4. PERFORMANCE REPORTS; WORK CONFERENCES; HMIS ENTRIES:
 - a. The Contractor will prepare and submit monthly performance reports, and other reports and records as may be required by the Town which will summarize data and operation of the Program.
 - b. The Contractor's Executive Director or key personnel will attend work conferences and other meetings as may be required by the Town.
 - c. The Contractor will set up an activity on the Homeless Management Information System (HMIS) and the Contractor will be responsible for entering data and keeping the input current. The Town will have access to the activity and able to review the data entered.
5. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of services retain the Contractor's status as an independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of Town, and Town shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to the Town for the acts and omissions of its employees.
6. INDEMNIFICATION: To the fullest extent of the law, Contractor shall defend, indemnify and hold harmless Town, its elected and appointed officers, officials, agents and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the arts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to impairment, or destruction of property including loss of use resulting therefrom, caused by a Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or Services Contractor may be legally liable. To the fullest extent of the law, the Town shall defend, indemnify and hold harmless Contractor, its directors, officials, agents and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the negligence, errors, mistakes, omissions of the Town, its elected and appointed officers, officials, agents, employees, or any other third party contractors that may relate to the terms of this Agreement. The Town's duty to defend Contractor shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to impairment, or destruction of

property including loss of use resulting therefrom, caused by the Town's acts, errors, mistakes, omissions, negligence in relation to the terms of this Agreement, including any Town employee, elected and appointed officers, official or any other contractor or person for whose acts, errors, mistakes, omissions may be legally liable.

7. ENFORCED DELAYS (FORCE MAJUERE): Neither Town nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including , but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor dispute, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco- terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion. Sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Work. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors, or investors desired by Contractor in connection with the Work. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of any such Enforced Delay, the time or times of performance of the obligations or the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of such provisions of this section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.
8. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Maricopa County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the vent either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of term or condition of this Agreement It is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
9. SUCCESSIONS/NO ASSIGNMENT PERMITTED: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due without the previous written consent of Town.
10. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first-class postage prepaid to the last business address known to them who gives notice.
 - For Contractor:
Community Bridges, Inc.
1855 W Baseline Road #101
Mesa, AZ 85202

- For Town:
Town of Guadalupe
Attn: Town Manager
9241 S Avenida del Yaqui
Guadalupe, AZ 85283
jkulaga@guadalupeaz.org

11. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times within the scope of the Work.
12. RIGHTS AND REMEDIES: The duties and obligations imposed by the Agreement documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, right and remedies otherwise imposed or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty duly afforded any of them under the Agreement, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.
13. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties. That said, the agreed upon scope of work, or solution to the stated technology issue, will be completed within the initial term of the Agreement.
14. ENTIRE AGREEMENT: This Agreement and any Exhibits represent the entire Agreement between the Town and Contractor and supersede all prior negotiations, representations, or agreements, either express or implied, written or oral. It is mutually agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any inconsistency shall be resolved, if possible, by construing the provisions as mutually complimentary and supplementary.
15. SEVERABILITY: Town and Contractor each believe that the execution, delivery, and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Town to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or town code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.
16. SUCCESSORS & ASSIGNS: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to their partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of Town.

17. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.
18. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by, the Town in accordance with the provisions of A.R.S. §38-511.
19. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§35-393 through 35-903.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.
20. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.
21. EQUAL OPPORTUNITY COMPLIANCE: The Town is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.
22. DEBARMENT AND SUSPENSION: Applicable to all contracts. The Proposer hereby certifies, to the best of his or her knowledge and belief, that no parties to this contract have been listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
23. OTHER COMPLIANCE REQUIREMENTS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.
24. CONFIDENTIALITY: Additionally, Contractor and the Town agree that the terms and conditions of this Agreement and all information obtained/exchanged by the Parties in the performance of this Agreement ("Confidential Information") is confidential as between the Town and Contractor. Confidential Information shall not be disclosed by either party to any third party without the written approval of both parties and unless and until such third party has specifically agreed in writing to the terms and conditions hereof. The provisions of this Confidentiality section shall survive the termination of this Agreement for a period of three (3) years following the date of termination.

In the event disclosure of Confidential Information is required by subpoena or court order, the Parties shall provide such cooperation with respect to obtaining a protective order or other remedy as the Parties may reasonably agree upon. If such protective order or other remedy is not obtained, the Parties shall furnish only that portion of the Confidential Information, which it is advised in writing by its counsel, it is required to furnish and shall redact all information that is extraneous or outside the scope of the compelled disclosure.

25. BREACH OF CONTRACT: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Agreement, shall constitute a material breach of this Agreement. In such event the Town may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement: Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Agreement within which

to cure the breach; Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the Town those monies disallowed pursuant to the above; Terminate the Agreement immediately without penalty.

26. CONTRACT DOCUMENTS: This Agreement includes the following exhibits incorporated herein by reference:

EXHIBIT "A": SCOPE OF WORK

EXHIBIT "B": BUDGET

EXHIBIT "C": CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 9th day of June, 2022.

CONTRACTOR:

COMMUNITY BRIDGES, INC.
An Arizona nonprofit corporation

By: John Hogeboom
Title: President & CEO

TOWN:

TOWN OF GUADALUPE
An Arizona municipal corporation

By: Valerie Molina
Title: Mayor

ATTEST:

Jeff Kulaga
Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard
Town Attorney

EXHIBIT "A": SCOPE OF WORK

Scope of Work

Community Bridges, Inc. (CBI) will work collaboratively to serve Guadalupe residents, working out of the Community Action Program (CAP), CBI will provide bilingual outreach and navigation services to mitigate crises, assist with diversion and connect to long-term preventative and chronic condition care management. The targeted outreach project will focus on two main service strategies:

- (1) CBI will provide street outreach to build trusting relationships with members in need of accessing diverse relationships. Street outreach includes the use of Assertive Engagement that involves meeting a member where they are at emotionally, physically and mentally. This includes locations such as parks, abandoned buildings and parking lots. CBI will employ an experienced CBI Navigator to serve the residents of the Town of Guadalupe. On Tuesdays, the Navigator be stationed at the CAP office, providing resources, outreach supplies and general support to residents. The Navigator will work with Town staff and residents to determine the community's needs and will modify their approach based on identified needs. Examples of this may include telehealth services, mobile medical services, etc.
- (2) CBI will work closely with community partners, including Town staff, in the targeted areas to identify any service gaps. CBI will assist in bridging those service gaps and assist our partners in working with the residents in need.

The CBI Navigator will be available 40 hours a week from Monday-Friday, 8am-5pm.

CBI Peer Navigators: CBI's Peer navigators provide intensive, targeted intervention to vulnerable adults and families. Navigators assist individuals and families with accessing housing, completing applications, paperwork, and processes for needed benefits and services such as AHCCCS, SSI/SSDI, Veterans Administration benefits, mental health and substance use disorder treatment, legal services, acquiring identification, medical care and medications, access to transportation, individual living skills training, education, and employment services. Navigators also help participants keep their medical and other appointments for benefits and services and follow up with appeal processes or other advocacy needs in dealing with the myriad of systems involved in the participant's care. Community Bridges Inc. employs Peer Navigators throughout the entire CBI continuum of care system. The CBI continuum of care system includes peer support services at the CBI crisis and detox units, community-based outreach programs, and CBI shelter locations. The peer support services are the foundation of the CBI service delivery model. Peer Navigators use their lived experience and hope to connect with the members we serve. The Navigator's lived experience is combined with rigorous clinical training that adds to the evidence-based models used by all CBI peer navigators, including motivational interviewing, harm reduction, trauma-informed care, assertive outreach and engagement, and Housing First. Housing First is an evidence-informed best practice that addresses homelessness by providing permanent housing first with limited barriers to entry of housing¹. After housing is stabilized the individual or household begins to stabilize their physical, mental and emotional health through the use of wrap around support services. CBI supports an anti-poverty business that promotes professional development and promotion within the agency.

Continuum of Care: The CBI Continuum of Care is focused on alleviating the individual or household's crisis needs and sustaining prevention and chronic condition care (i.e., diabetes maintenance). Through the CBI continuum of services, an extensive number of services are available including physical medical stabilization (PCP), medicine management, Medically Assisted Treatment (MAT), Therapeutic Counseling, Living Skills, Case Management, Peer Support, Groups (i.e., Intensive Outpatient Services, Anger Management), and Employment Services. Higher level of services is available, including but not limited to short-term and long-term residential treatment, and short-term psych

¹ HUD Exchange. Housing First in Permanent Supportive Housing Brief (2014).
<https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>

stabilization. The goal of the continuum of care services in the institutional setting is to move the member as quickly as possible into stable preventative care. The goal of preventative care is to maintain health on a non-crisis level. Preventative care is care management done by visiting with a clinician for maintenance care such as routine check-ups and medicine management. However, it is challenging for an individual or household to achieve preventative care and maintenance management of their health and wellness when the household is dealing with immediate issues of homelessness and crisis situations.

As service providers, we must have the capacity to respond to the members' needs in the same fluid motion as water that carves a new path when it hits an obstacle. A standard part of the recovery process is to ebb and flow between crisis and stabilization, and outreach is an integral part of the stabilization because it is offering those crucial services to help stabilize the member at the most basic needs level –to meet the member where they are at physically, emotionally, and mentally

CBI Navigation Outputs: The Outreach Navigator output includes seven measures, all of which will be included in the Monthly Performance Reports:

- (1) Number of adults experiencing homelessness
- (2) Number of adults experiencing homelessness contacted and engaged in case management process
- (3) Number of positive housing exits for those who are case managed
- (4) Number of homeless adults who achieved one or more non-housing goals
- (5) Number of adults referred to CBI mental health programs
- (6) Number of adults connected to benefits
- (7) Number of transports to CBI facility

Homeless Management Information System (HMIS): CBI will document outreach, engagements, services, case notes and destination and/or housing outcomes in HMIS. The Maricopa (MAG) HMIS system is managed. CBI will work with Solari to set up a CBI Town of Guadalupe project in HMIS. CBI will follow data collection and data release documentation and policies as set by the MAG HMIS system. For members experiencing homelessness CBI will enter the household into the Maricopa Coordinated Entry System (CES). The CES system will help match the household with a potential housing subsidy, if eligible. CBI and the Town of Guadalupe can participate in Case Conferencing to help ensure success housing matches with members experiencing homelessness. With the proper members data release, CBI will share aggregate HMIS data with the Town of Guadalupe to help provide optimal coordination and collaboration between CBI, the Town of Guadalupe and the community members being served.

EXHIBIT "B"—BUDGET

Budget Narrative: CBI is proposing a 12-month contract with monthly invoicing payments of \$6,455.00 for a total annual cost of \$77,464.90. The \$6,455.00 per month include the 1.0 FTE Lead Navigator salary and EREs. CBI Navigators utilize outreach supplies to both meet member needs such as small hygiene products, socks, and sunscreen, however, the outreach supplies also aid in building relationships with the members. Often members will accept the outreach supplies that are not yet ready to engage in services but overtime as the relationship between the Navigator and member grows more trusting, the member often becomes more willing to utilize resources or services. The marketing materials would evolve as CBI and the Town of Guadalupe identify member needs, but the materials will allow CBI to promote all CBI services, including services that are available 24/7 and overnight.

CBI and Town of Guadalupe Navigation Collaboration FY 2022 Budget		
Line Items	Notes	Annual Amount
Lead Navigator Salary & ERE	Salary includes bilingual stipend and Overtime. ERE's include CBI's benefit package	\$48,654.36
Professional Fees	HMIS (Homeless Management Information System) Database License	\$237.80
Vehicle Mileage	Mileage for Navigator to transport members to services and/or access resources	\$12520.25
Outreach Supplies	Basic needs supplies such as water, sunscreen, socks, snacks and hygiene products to help provide items to members in need and help the Navigator build trust.	\$3,567.00
Communication Equipment	Navigator Laptop, phone and related IT supplies used for HMIS, documentation and to access resources.	\$2,440.00
Indirect costs	Basic office supplies of paper, pens, printing and folders for Navigator documentation; flyers, brochures and general CBI marketing materials; CBI administrative expenses.	\$10,045.49
Total Annual Amount		\$77,464.90
Total Invoicing Amount per Month		\$ 6,455.00

EXHIBIT "C"— CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used

for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

**TOWN OF GUADALUPE
AGREEMENT FOR
GUADALUPE TOWN HALL COUNCIL CHAMBERS AV SYSTEM**

C2022-26

THIS AGREEMENT made and entered into, by and between the TOWN OF GUADALUPE ("Town"), an Arizona municipal corporation, and TECHNOLOGY PROVIDERS, INC., also known as TPI ("Contractor"), an Arizona corporation, who shall be collectively referenced to as the "Parties", or individually as a "Party".

RECITALS

- A. On March 11, 2021, the American Rescue Plan Act ("ARP Act") was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"), which included nineteen (19) billion dollars for tribal governments to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 in tribal communities, on tribal residents, and on tribal businesses.
- B. The Town has received a portion of these funds from the Pascua Yaqui Tribe, in order to respond to the public health emergency and its negative impacts and make necessary investments in order to support the health of the residents of the Town.
- C. The TOWN OF GUADALUPE administered a Request for Proposals (RFP) process as part of a fair and open procurement to select a contractor to make improvements to the chambers to change and improve the functionality of the room, allow for council members and the public to attend public meetings virtually, and improve the air quality.
- D. The Contractor selected to make improvements to the chambers declined to bid on the AV portion of the project which will provide for the equipment needed to achieve that goal, including microphones, cameras, speakers, display screens, and installation of the necessary electrical systems to support the equipment. A second RFP was administered to select a contractor to undertake that portion of the work in conjunction with the general contractor.
- E. In its Proposal the Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the "Work").
- F. Town and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

AGREEMENT

NOW, THEREFORE, Town retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

- 1. **PROJECT DESCRIPTION:** Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with the Contract Documents as fully described in Exhibit A the Request for Proposals which includes all required specifications and Exhibit B the Contractor's Proposal. Where there are differences in the scope of equipment to be provided, the Proposal will take precedence.
- 2. **CONTRACT TERM:** The Term of this Agreement shall be performed from June 15, 2022, through December 31, 2022. The Work is to be done in conjunction with the general contractor who is expected to finish in August 2022. The Town anticipates that the Contractor will need additional time after the general contractor is finished to complete the Scope of Work in this Agreement.
- 3. **PRICE:** The Town will disburse portions of the available funds in such amounts and increments as may be approved by the Town to reimburse the Contractor for expenses reflected in the approved included in the Exhibit B: Budget.
 - a. Reimbursements will be made upon submission by the Contractor of proper invoices and supporting documentation, as required by the Town in its reasonable discretion.
 - b. The budget may not be amended or supplements without the prior written consent of the Town.

4. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor's performance of services retain the Contractor's status as an independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of Town, and Town shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to the Town for the acts and omissions of its employees.
5. **INDEMNIFICATION:** To the fullest extent of the law, Contractor shall defend, indemnify and hold harmless Town, its elected and appointed officers, officials, agents and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the arts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to impairment, or destruction of property including loss of use resulting therefrom, caused by a Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or Services Contractor may be legally liable.
6. **ENFORCED DELAYS (FORCE MAJUERE):** Neither Town nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including , but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor dispute, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco- terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion. Sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Work. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Work. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of any such Enforced Delay, the time or times of performance of the obligations or the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of such provisions of this section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.
7. **GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Maricopa County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the vent either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of term or condition of this Agreement It is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
8. **SUCCESSORS/NO ASSIGNMENT PERMITTED:** Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due without the previous written consent of Town.
9. **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first-class postage prepaid to the last business address known to them who gives notice.

- For Contractor:
Technology Providers, Inc.
2020 West Guadalupe Road, Suite 1
Gilbert, AZ 85233

- For Town:
Town of Guadalupe
Attn: Town Manager
9241 S Avenida del Yaqui
Guadalupe, AZ 85283

10. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

11. RIGHTS AND REMEDIES: The duties and obligations imposed by the Agreement documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, right and remedies otherwise imposed or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty duly afforded any of them under the Agreement, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

12. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties. That said, the agreed upon scope of work, or solution to the stated technology issue, will be completed within the initial term of the Agreement.

13. ENTIRE AGREEMENT: This Agreement and any Exhibits represent the entire Agreement between the Town and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any inconsistency shall be resolved, if possible, by construing the provisions as mutually complimentary and supplementary.

14. SEVERABILITY: Town and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Town to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or town code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

15. SUCCESSORS & ASSIGNS: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to their partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of Town.

16. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

17. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by Town in accordance with the provisions of A.R.S. §38-511.

18. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§35-393 through 35-903.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this

Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

19. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.
20. CONTRACT DOUMENTS: This Agreement includes the following exhibits incorporated herein by reference:
 - EXHIBIT "A": REQUEST FOR PROPOSALS
 - EXHIBIT "B": TECHNOLOGY PROVIERS, INC PROPOSAL
 - EXHIBIT "C": CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

(signature page follows)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 9th day of June, 2022.

CONTRACTOR:

Technology Providers, Inc
An Arizona corporation

By: Jackie Figueroa
Title: Controller

TOWN:

TOWN OF GUADALUPE
An Arizona municipal corporation

By: Valerie Molina
Title: Mayor

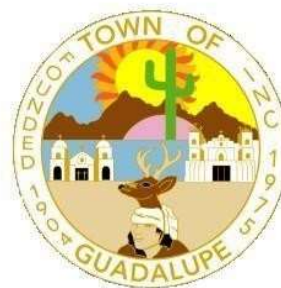
ATTEST:

Jeff Kulaga
Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard
Town Attorney

EXHIBIT "A": REQUEST FOR PROPOSALS



Town of Guadalupe Request for Proposals

Guadalupe Town Hall Council Chambers AV System

PROPOSAL DUE DATE: May 2, 2022, 4 PM local time

REVISED DUE DATE: May 16, 2022, 4 PM local time

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

**TOWN OF GUADALUPE
REQUEST FOR PROPOSALS
TOWN HALL COUNCIL CHAMBERS AV SYSTEM**

Purpose

The Town of Guadalupe invites all interested firms to submit bids to install AV upgrades to the Town Hall Council Chambers in conjunction with a remodel project within the chambers to change and improve the functionality of the room, allow for council members and the public to attend public meetings virtually, and improve the air quality. The COVID-19 health emergency has led to an increased need to hold public meetings virtually and to broadcast over the Internet. This portion of the overall project will provide for the equipment needed to achieve that goal, including microphones, cameras, speakers, display screens, and installation of the necessary electrical systems to support the equipment. The contractor selected must work in conjunction with the lead construction contractor to accomplish the installation in an efficient and timely manner.

Only those Contractors that are identified through this RFP process as sufficiently qualified and experienced will be considered to provide the requested services for the Town.

All Request for Proposals responses must be submitted in a sealed package or emailed to:

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Attn: Sara Farrar
or
sfarrar@guadalupeaz.org

NO LATER THAN 4:00 P.M. MST on May 2, 2022

All requests for clarification, additional information, or appointments related to this RFP must be submitted in writing, fax, or email on or *before 4:00 pm on April 27, 2022, to:*

Sara Farrar
COVID-19 Response Project Manager
Telephone: (480) 730-3080
Fax: (480) 505-5368
sfarrar@guadalupeaz.org

Reservation of Rights

This RFP is issued to invite Bidders to submit information and/or bids. Issuance of this RFP in no way constitutes a commitment by the Town of Guadalupe to select a contractor and/or award a contract. The Town of Guadalupe reserves the right, without prejudice, to reject any or all bids not in compliance with the RFP specifications and may exercise the right to accept or reject any or all bids submitted. Acceptance of any quote with contractual terms is dependent on the Town's funding.

I. Additional Proposal Authorities

Subcontracting Information

The selected Contractor shall be the prime contractor responsible to the Town of Guadalupe. Contractors may enter into subcontractor arrangements; however, Contractor should acknowledge in their bid total responsibility for the entire contract, including payment of any and all charges resulting from the contract. If the Contractor intends to subcontract portions of the work, the Contractors should designate, in their response, the specific tasks to be performed by the subcontractors.

Costs Incurred in Preparation of Proposals

All costs directly or indirectly related to preparation of a bids responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the Town in connection with this Request for Proposals, shall be the sole responsibility of the Bidder, and shall not be reimbursed in any manner by the Town.

Ownership of Proposals

All materials submitted in response to this RFP become the property of the Town. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the Town and not returned to Bidders.

Proposals Validity

All bids shall be considered valid for acceptance until such time as an award is made, unless the Bidder provides for a different time period within its bid. However, the Town reserves the right to reject a proposal if the Bidder's time period is unacceptable and the Bidder is unwilling to extend the validity of its proposals.

Contractor Inquiry Periods

An inquiry period is hereby firmly set for all interested Bidders to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing by an authorized representative of the Bidder and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events as listed below. Inquiries shall not be entertained thereafter. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Bidders.

Changes, Addenda, Withdrawals

The Town reserves the right to change the schedule of events at any time. The Town also reserves the right to cancel or reissue the RFP. If the Bidder needs to submit changes, addenda or withdrawals, a written request signed by an authorized representative of the Bidder, cross-referenced clearly to the relevant proposal section shall be submitted prior to the proposal opening, in a sealed envelope. Changes or addenda shall meet all requirements for the proposal.

Cancellation of RFP or Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the Town to award a contract. The Town reserves the right to accept and reject any or all bids, or to cancel this RFP if in the best interest of the Town to do so.

Acceptance of Bid Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Bidder to accept these obligations shall result in the rejection of the bids.

DUNS Number and Registration on SAM.GOV

This project is funded with American Rescue Plan Act Federal funds provided to the Pascua Yaqui Tribe intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 public health emergency. The Tribe, in turn, has provided funds to the Town of Guadalupe to aid the Town and its residents.

In order to be eligible to be paid with Federal funds, the selected Contractor must be registered with the Federal government's SAM database, the primary database of Contractors doing business with the federal government. This registration is sometimes referred to as "self-certifying" your small business. Federal Acquisitions Regulations (FAR) require all prospective Contractors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Please indicate if your firm is already registered with sam.gov or not. If your firm is, please include your DUNS number.

Site Visit

There will not be a pre-bid meeting but Contractors wishing to make a site visit to assist in preparing their bid may do so. If Contractor wishes to meet staff at the location, a site visit with staff in attendance can be arranged. To arrange a site visit with staff in attendance, please contact Sara Farrar at sfarrar@guadalupez.org. Please see the Schedule of Events for the availability. Advance notice of 24 hours would be appreciated when scheduling a site visit, but Town staff will do their best to accommodate any Contractor wishing to see the facilities before making a bid.

Schedule of Events

Event	Date & Time
RFP released	April 19, 2022
Site visits by appointment	April 19-27, 2022 Monday-Friday 8am-5pm
Deadline for receiving bidders' written inquiries	April 27, 2022 at 4:00 pm
Deadline to issue answers bidders' written inquiries	April 28, 2022 at 4:00pm
Deadline for submitting proposals	May 2, 2022 at 4:00pm
Opening of proposals	May 2, 2022 at 4:00pm
Consideration of Award by Town Council	May 12, 2022
Notice of Intent to Award	May 13, 2022

II. Bidder Requirements

The Town of Guadalupe expects all Bidders to sufficiently address the following terms within the submitted bid:

1. Bidder must be registered on sam.gov and not be shown to be suspended, debarred or excluded from participating in a federal contract and the time of the award of the bid. Please include the firm's DUNS number on your bid.

2. All work performed under this bid must comply with all OSHA, local, state, and federal codes relative to the type of work being performed.
3. Bidder must assume all responsibility for hiring, training, and discharging personnel; however, the Town reserves the right to request dismissal of any staff member from service.
4. It shall be the sole responsibility of the awarded contractor(s) performing services for this contract to safeguard their own materials, tools, and equipment. The Town shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
5. Bidder must agree to repair, at own expense, any damage caused to Town property.

III. Insurance

1. The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in the jurisdiction of the Work and such insurance has been approved by the Owner. Nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Prior to commencement of the Work, Contractor shall deliver to Owner a certificate of insurance evidencing all of the following coverages and naming Owner and its officers, board members, employees and agents as additional insureds. All insurance shall be occurrence based; claims-made policies are not permitted.
2. The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by the State of Arizona, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit a Certificate of Coverage verifying Workers' Compensation coverage prior to award of the Contract. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
3. During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.

4. During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.
5. Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the subcontractor (s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.

IV. Scope of Work and Requirements

Guadalupe Town Hall Council Chambers Improvements will upgrade the Council Chambers to change and improve the functionality of the room, allow for council members and the public to attend public meetings virtually, and archive meeting recordings. The COVID-19 health emergency has led to an increased need to communicate virtually with council members, town staff and the public.

Guadalupe Town Hall Council Chambers AV System project, as a part of the overall project, will provide for the equipment needed to achieve that goal, including microphones, cameras, speakers, display screens, installation, and commissioning of the necessary low voltage systems to support the equipment. The contractor selected must work in conjunction with the lead construction contractor to accomplish the installation in an efficient and timely manner in alignment with their project schedule.

Work is to be completed as designed and specified in the Construction Documents and Specification prepared for the Guadalupe Council Chambers Improvements package made available with this RFP. The Construction Documents and Specifications are for the entire construction project; the AV Project will encompass the equipment as described on Sheet Number E5.1 titled "Technology Plans" and the related wiring work on other electrical sheets.

The lead construction contractor will be responsible for creating pathways and power where required by the plans, but AV system contractor selected through this RFP will be responsible for low voltage wiring and procuring and installing the audio/visual equipment and devices required to meet the needs set forth on the construction documents.

The equipment required for the project includes (per AV Notes, sheet number E5.1):

- Two (2) display screens for council viewing
 - minimum 55 inch
 - with wall mount with tilt capability

- Three (3) display screens for public viewing
 - minimum 65 inch
 - with post mount with tilt and rotation capability
- Seven (7) Council Microphones
 - Desk mounted with flexible adjustability
 - Push-to-talk activation
- One (1) Podium Microphone
 - Desk mounted with flexible adjustability such that it is accessible at +48" AFF
 - Push-to-talk activation
- Two (2) Desk Microphones
 - Desk mounted with flexible adjustability
 - Push-to-talk activation
- Council Fixed Camera
 - Pendant-mounted with fixed lens capable of viewing all council members seated at dais
- Council PTZ Camera
 - Pendant-mounted with PTZ lens capable of real time PTZ function based on audio analytics capable of providing view of active speaker based on active speaker microphone
- Public Speaker PTZ Camera (at Podium)
 - Wall mounted below monitor with view angle tight to public speaker
- Overhead system speaker
 - Pendant mounted ceiling speaker capable of projecting live microphone audio and possible video audio to room with synchronized sound for audience and council room occupants
- Hearing assistance emitter
 - Provide active hearing assistance system with capability of multiple users
 - System shall be capable of providing real time audio matching and synchronized with ceiling speakers
- Audio/visual media input location
 - Provided as faceplate with HDMI and display port input options
- Audio Visual Cabinet
 - Cabinet shall be lockable without access to the equipment mounted inside
 - Cabinet shall be capable of housing all AV equipment required for the council room AV system including processing equipment, amplified, etc.
 - Equipment shall be capable of pushing video content from cameras or input device plates to all monitors in room simultaneously with all feeds synced
 - Equipment shall be capable of securely streaming live online the same visual content displayed on screens and audio heard on system speakers
 - Equipment shall be capable of recording and storing the full audio/visual stream for a minimum of one year
- Operator workstation
 - Provide a single user workstation capable of operating all system components (cameras, displays, microphones, etc)
- 42 RU AV Rack
 - Middle Atlantic WMRK-4242SVR

Makes and models of equipment have not been specified in the schedule of values, except for the AV Rack. The Town will consider the recommendations of the contractors' bids. The Town is looking for a cost-effective solution but the one that is efficient with a reasonable lifespan and warranty protection. Contractor may opt to include reviews or industry reports on the quality of the equipment bid to be considered.

A Schedule of Values form is attached in Excel format for use to prepare the bid. If there are discrepancies found between the RFP and/or the schedule of values and/or the construction documents and specifications, the construction documents and specifications shall take precedence.

When preparing the bid, if there are items believed to be under counted or omitted from the Schedule of Values, please correct or add the item(s) and make a notation for the reviewer that a change has been made. Units listed in the Schedule of Values should be verified by the bidder. Under counts are not the responsibility of the Town

Miscellaneous

- Contractor shall be fully responsible for having his equipment comply with current OSHA regulations, and to have available all Material Safety Data Sheets that pertain to the products used.
- All work to be completed during Town Hall normal hours of operation, 8 am to 5 pm, Monday to Friday. Periodic exceptions to this requirement shall be requested by the Contractor and approved by the Town in writing.
- All work will be done in conjunction and in cooperation with the lead construction contractor in an efficient and timely manner. The lead construction contractor will be responsible for setting work hours and providing access to the site.

Pricing

The Contractor shall provide line-item pricing for each task mentioned herein. Said pricing shall account for all of the required services mentioned in the Scope of Services. The Town reserves the right to negotiate final pricing as well as additions or deletions of any aspects of the Scope of Work.

V. To Be Included in the Bid:

- A brief company profile to include, but not limited to, headquarters location, years of service in the greater Phoenix area, and other operating locations.
- A brief statement regarding the Contractor's understanding of the scope of work to be performed.
- The name, title, phone number and email address of the person to whom the Town may direct questions concerning the bid.
- The bid must be signed by an individual who is authorized to make bids of this nature in the name of the firm.
- Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a Contractor is selected.

- Bid should provide a firm, fixed price for the work as described in the Scope of Work.
- Bid should include make and model of all equipment to be installed. Changes or substitutions will not be allowed without a change order approved by a representative of the Town.
 - At the completion of the project serial numbers (when applicable), operating manuals, warranties and any other pertinent information shall be provided to the Town.
- Bid should include references from three (3) commercial clients for whom the bidder has done work within the last twelve (12) months. References should include the names, emails, and phone numbers of representatives that can be contacted regarding past work. Photographs of completed work would be acceptable but not required.

VI. Evaluation and Criteria Process

Staff will make a recommendation to the Town Council for their review and award of the contract. Staff will evaluate and rate each submittal based upon the following criteria:

- *Approach to work including task breakdown as related to the scope of work described in this RFP. (25%)*
- *Demonstrated quality of materials, warranty, service options and ease of maintenance. (25%)*
- *Contractor's experience and technical competence and references. (25%)*
- *Total cost for the project. (25%)*

VII. Inquiries

Inquiries regarding this RFP should be directed to:

Town of Guadalupe
 Attention: Sara Farrar
 9241 S Avenida del Yaqui
 Guadalupe, AZ 85283
 Phone: 480-730-3080
 Email: sfarrar@guadalupeaz.org

VIII. Submission Instructions

The Town reserves the right to request additional written or oral information to supplement all written proposals. Proposals must be received no later than May 2,, 2022, at 4:00 p.m. via US Mail or email to:

Town of Guadalupe
 Attention: Sara Farrar
 9241 S Avenida del Yaqui
 Guadalupe, AZ 85283
 Email: sfarrar@guadalupeaz.org

IX. Public Records

All Proposals submitted in response to this RFP become the property of the Town of Guadalupe, and under the Arizona Public Records Act (PRA), the records of local agencies are generally available to the public upon request. The Proposal will become a public document after it is officially awarded, and any related contract will be a public document.

The PRA allows the Town to withhold documents, or parts of documents that reveal trade secrets or information that is confidential or proprietary, or information that would invade personal privacy.

If you believe that portions of your proposal includes such information, you must specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which you believe to be protected from disclosure, and include specific detailed reasons, including any relevant legal authority, stating why it is not to be made public. The Town of Guadalupe reserves the right to make the final determination of whether to withhold or produce a document or portion of a document in response to a PRA request.

X. Contract Award and Execution

The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Contractors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the Town.

The Town reserves the right to request clarification of information submitted and to request additional information from any Contractor.

The general conditions and specifications of the RFP and as proposed by the Town and the successful Contractor's response, as amended by agreements between the Town and the Contractor, will become part of the contract documents. Additionally, the Town will verify Contractor representations that appear in the proposal. Failure of the Contractor's products to meet the mandatory specifications may result in elimination of the Contractor from competition or in contract cancellation or termination.

The selected Contractor will be expected to enter into a contract with the Town. The Town reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Town Attorney.

XI. Equal Opportunity Compliance

The Town is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity.

The Contractor, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

XII. Debarment and Suspension

Applicable to all contracts. The Contractor hereby certifies, to the best of his or her knowledge and belief, that no parties to this contract have been listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible

under statutory or regulatory authority other than Executive Order 12549.

XIII. Other Compliance Requirements

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

XIV. Confidentiality of Information

All information and data furnished to the Contractor by the Town, and all other documents to which the Contractor's employees have access during the term of the contract, shall be treated as confidential to the Town. Any oral or written disclosure to unauthorized individuals is prohibited.

XV. Compliance with ARPA Federal Guidelines

1. Selected Respondent(s) agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Selected Respondent(s) also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Selected Respondent(s) shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
2. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
3. Equal Employment Opportunity. During the performance of the Development Agreement, the Selected Respondent(s) will be required to comply with Equal Employment Opportunity as outlined in 47 CFR § 90.168.
4. Copeland Anti-Kickback Act. Selected Respondent(s) shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.
5. Contract Work Hours and Safety Standards Act.

- a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (f)(i) of this section, the Selected Respondent(s), its contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, such Selected Respondent(s), contractor(s) and subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (f)(i) of this section.
 - c) Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Selected Respondent(s), Contractor(s) or subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Selected Respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - d) Subcontracts: The Selected Respondent(s), contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Selected Respondent(s) shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.
6. Clean Air Act and Federal Water Pollution Control Act. The Selected Respondent(s) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
 7. Debarment and Suspension. This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Selected Respondent(s) is required to verify that none of the Selected Respondent(s)'s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Selected Respondent(s) must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Selected Respondent(s) did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or

Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment. Respondents who apply for this grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.
9. Domestic preferences for procurements. Selected Recipients will comply with 2 CFR § 200.322.

EXHIBIT “B”—Technology Providers, Inc. Proposal

May 13, 2022

Submitted to:

Jeff Kulaga
Town of Guadalupe
9241 S. Avenida Del Yaqui
Guadalupe, AZ 85283

Submitted by:

Clayton Geenen
Technology Providers, Inc.

PROPOSAL DOCUMENT

**Guadalupe Town Hall remodel INT
TOGU22000**

Update the audio video system in the Town Council Chambers



2020 W. Guadalupe Rd.
Suite 1
Gilbert, AZ 85233
www.technoprov.com

Executive Summary

Overview

TPI is providing a turn-key AV integration solution to allow for members of the town meetings to be seen and heard by those in the space as well as online. TPI will provide equipment, per the direction of the construction documents and from a meeting with Jeff and Sara on May 5th, 2022.

Audio

TPI will provide and install a gooseneck microphone at each member location at the Dais (7 in total - millwork cutting by others), a gooseneck microphone at the podium (podium and millwork cutting by others) & at the table location (2 in total - millwork cutting by others). These microphones will connect back to a digital sound processor (DSP) in the new rack. Control over the audio from these mics (level, mute etc.) will be accomplished by the operator at the booth, by way of the touch panel.

TPI will provide and install an amplification system that will be used to power the three (3) pendant mounted speakers in the space. These speakers will play source audio - the speaker above the audience will also play microphone audio.

TPI will provide and install an assistive listening system with (4) IR receivers. This will allow the members of the audience with hearing problems to be able to check out an IR receiver/earphone to better hear the audio in the space.

Video

TPI will provide and install two (2) new pan-tilt-zoom (PTZ) cameras. (1) focused on the Dais and (1) focused on the podium/table locations. These cameras have a 74 degree field of view, allowing the entire Dais to be captured by (1) camera mounted ~13' from the Dais.

These cameras will be controlled by a camera controller board installed on the workstation in the control booth (desk by others). The video of these cameras will be previewed on (2) monitors at the control booth. PTZ functions (and presets) of these cameras are controlled by the camera controller board. Switching and routing of the camera signals will be accomplished by way of the 7" touch panel mounted on the wall near the controller board.

Video inputs will be installed in the room. (1) at the Dais, (1) at the podium and (1) at the table location. These input plates will have an HDMI input with cable and adapter ring with a DisplayPort connection. All inputs will be routed through a matrix switcher that will allow any input to any output - controlled by the operator in the booth by way of the touch panel.

TPI will install (5) 65" displays around the room, by way of ceiling mounted poles and mounts. (2) displays will be mounted in front of the Dais for council viewing. (3) displays will be mounted from the ceiling, around the perimeter of the room, for audience viewing.

TPI will provide a device in the rack that will simultaneously record and stream the happenings of the room.

Control

TPI will provide and install a 7" touch panel on the wall in the control booth to control system on/off, source selection/routing, audio control and recording/streaming functions.

TPI will also provide and install a camera controller board with a joystick and a couple of preview monitors.

TPI will work with the end users of the space to develop an intuitive and easy to use interface for the custom control programming.

Exclusions

TPI is assuming all furniture and millwork cutting is by others. TPI will provide furniture manufacturers the cutout templates for all gear to be recessed into furniture.

TPI is assuming all conduit and power is in place prior to TPI on-site.

TPI is assuming acoustical treatment or HVAC considerations have been accounted for, in regards to room noise.

1. Project Summary Pricing

Equipment Cost	\$81,204.21
Materials Cost	\$1,035.72
Professional Services - Project Management	\$1,100.00
Professional Services – Engineering	\$2,420.00
Professional Services – Custom Programming	\$3,000.00
Technician Labor – Shop and Assembly	\$1,277.50
Technician Labor – Jobsite Installation & Integration	\$7,297.50
Professional Services – Operator Training	\$280.00
Expenses - Freight	\$1,318.72
Sales Tax	\$0.00
Total Base Proposal	\$98,933.65

2. Professional Services Provided

Our proposal includes the sale of equipment as well as the following Professional Services to provide a turnkey proposal:

- Installation Technician
- Shop Assembly Technician
- Project Management
- Project Supervision
- Design and Project Engineering
- Drafting
- System Software Design and Development
- Training and Administration

3. Correspondence – Your Primary TPI Representative’s Contact Information

Clayton Geenen

[V] (480) 857-0099 [F] (480) 857-2288

cgeenen@technoprov.com

4. Additional Services – Out of scope considerations

Our proposal is a complete package as defined in the Description of Services and is based on a set amount of time to complete the project. Any additional time and materials required to facilitate requested changes, required changes due to the actions of other trades, or required changes due to misinformation are considered to be out of the scope of this proposal. We will quote each instance as a change order, and each will require written client approval prior to engagement. Each change order will be a separate transaction and will be scheduled, billed, and completed within its own timeline, bound by the terms and conditions of this proposal.

5. Exceptions and Exclusions

Our proposal is a complete package as defined in the Description of Services. Our services include installation of all proposed equipment and all associated cabling and labor unless otherwise directed by the owner. At a minimum, the client is responsible for the following items:

- Conduit and high-voltage work required for AV equipment
- Finish work including drywall, paint and wall/ceiling framing
- IT network connectivity, setup and configuration
- Furniture or millwork modification

6. Owner Furnished Equipment

Our proposal may include the use of owner furnished equipment which will be referenced in Owner Furnished Equipment Section of this proposal. The following restrictions are placed on this equipment.

- The client is responsible for shipping any designated equipment to the nearest TPI office for integration
- TPI is not responsible for any damage caused to OFE during transportation/decommission/installation
- No additional warranties are applied to the owner furnished equipment allocated to this project

7. Network Connections

The majority of our systems are required to have network connections for functionality, communications, and diagnostics. In these cases, TPI requires physical connections and dedicated IP addresses in order for our systems to perform as designed. TPI will furnish the network requirements for this project and will coordinate with client IT personnel during the design and submittal phase of the project. Any delays or oversights in providing the network connectivity requirements as agreed upon during the submittal phase may cause additional services to be performed as described in Section 5.

8. Custom Control and Configuration Software

All custom control and configuration software required for this project is provided to the client as a site license copy and is authorized for the exclusive use on the system(s) defined in this proposal. TPI from time to time will incorporate proprietary software programs and modules in order to satisfy the budget, timeline, and design requirements of the project. The proposed cost for any custom control and configuration software reflects the use of these programs and modules.

Proprietary programs and modules are furnished by various manufacturers, including TPI, and as such are issued as compiled objects with no rights or access to the source code. The maintenance, use, and instructions for these programs and modules are provided by each manufacturer to ensure the client receives a complete and functional product.

At final written acceptance for the project, TPI will furnish the client with a compiled and protected version of the entire software package. TPI will furnish the client with all exclusive source code for this project as well as accompanying compiled programs and modules from the various manufacturers at the end of the system warranty period or at a time the client is comfortable releasing TPI of its system warranty obligations.

9. System Testing & Evaluation

Every integrated system is fully tested for optimum performance based on manufacturers' specifications and functionality outlined in the scope of work. Our process includes a comprehensive quality checklist to ensure reliable performance. Results of this process are formatted and may be submitted to the formal job record.

10. Closeout Documentation and Materials

In an effort to minimize the use of paper products and reduce the overall cost of this project, TPI will furnish closeout documentation and materials in electronic form where possible. Using the preferred delivery method of the client, TPI will deliver the electronic package upon final acceptance of the project. The client may request hard copies of this material at an additional charge.

11. Work Schedule

Unless otherwise noted, all work proposed will be conducted during regular business hours Monday through Friday. Proposed work is based on a 40-hour work week having 8-hour workdays. All work is scheduled at a minimum of one week in advance. Changes to the work schedule may be made by the customer with recognition and acceptance of any additional costs required to support overtime, weekend, or holiday pay rates.

12. Job Quality

All personnel assigned to this project are required to meet strict guidelines for the purpose of professional conduct and exceptional workmanship. Our staff carries certifications and has completed training as required by our industry and the manufacturers we represent. Our engineering practices include the effective application of document control, shop/lab testing and validation, and exhaustive research conducted on new products, methodologies, and materials. Project management processes feature real-time reporting of progress and exceptional record keeping and communications. TPI uses the best in quality integration materials from leading manufacturers and we feature one of the best inventories of high-performance test and measurement tools and the knowledge of effective use of this instrumentation. All primary systems are built and staged in our regional shops prior to site installation. Within these processes, we conduct a well-documented series of quality control checks.

13. Standards & Compliance

TPI is a licensed and bonded contractor with the capacity to carry project specific performance bonds at a reasonable market rate. All work is performed in accordance with the latest revisions of applicable codes and standards including the National Electric Code and local government codes and regulations for construction and building.

14. System Warranty

This proposal comes with a one year, all inclusive, system warranty unless otherwise directed by the client. The warranty period commences upon written acceptance of substantial completion or upon the client's first use of the system for its intended purpose.

Covered workmanship:

Should any part of the system fail due to faulty cable installation, faulty cable termination, or any other negligent act of labor by TPI, the company will repair the deficiency at no cost to the client during the warranty period.

Covered hardware and components:

Each manufacturer's warranty period is unique and will be honored by TPI for its entire term. Should any product need replacing during the system warranty period, we will repair or replace the defective product at no cost to the client unless the defect is caused by user negligence or misuse. Upon expiration of the system warranty period, TPI can process and

handle a valid warranty claim charging the client for labor and expenses at the published rates.

Response & Obligations:

Upon formal service request submittal, TPI will conduct remote diagnostics and troubleshooting to expedite a solution. Based on the outcome of the first response we may need to schedule and conduct an on-site visit to provide a resolution.

A formal request is defined as a request submitted to TPI through the online BlueFolder portal (link provided in next sub-section). Emails, phone calls or text messages are not a form of a formal request—any communication of those types does not guarantee a response time.

Handling a request for service:

Once a request for service has been established, our service department will process the request per the current terms of the system warranty. We maintain a full-service integration facility and our service department can be reached during normal business hours via telephone as well as our online service portal. tpi.bluefolder.com/portal

Our normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For service outside of an active warranty period, labor and expenses will be charged at the published rates.

Exclusions to this warranty program:

This system warranty does not cover system or product defects resulting from user negligence, misuse, alterations, or modifications. Work performed on the system during the active warranty period by others terminates the system warranty and removes TPI from any continued obligations and liability.

Additional/Optional Service Programs

Preventative Maintenance:

Preventative Maintenance (“PM”) is onsite system evaluation to restore, repair and extend the life of your system. TPI focuses on the following five areas during a preventative maintenance visit: record equipment status and usage rate, clean and restore components to extend life, recommend equipment replacement, predict replacement costs for budget, and improve system reliability.

Preventative Maintenance is sold as an addition to the standard proposal warranty. Preventative Maintenance service plans are unique to each proposal, and only cover equipment that has been sold as part of this proposal. This excludes all/any owner furnished and box sale equipment.

Guaranteed Service Response:

Guaranteed Service Response (“GSR”) is a determined response time to any formal service request. Upon request, TPI will respond and be onsite, within a pre-determined time frame.

Guaranteed Service Response is sold as an addition to the standard proposal warranty. Guaranteed Service Response service plans are unique to each proposal, and only cover equipment that has been sold as part of this proposal. This excludes all/any owner furnished and box sale equipment.

15. Site Access

Costs proposed consider that jobsite access is unrestricted and can occur during regular business hours unless otherwise agreed and noted in this proposal. Unforeseen restrictions may affect the project schedule and proposed costs. Parking and delivery restrictions must be identified in advance to avoid disruption of the project schedule.

16. Unforeseen hazards

Costs included in the proposal do not account for any unforeseen hazards such as faulty existing wiring, dangerous structure, hazardous materials or any other issues that could affect safety and proposed costs. It is TPI’s practice to avoid adding contingency costs to our proposed fees by accounting for elements that affect costs in a fair and equitable manner.

17. Covid-19 Impact on Global Supply Chain

With the COVID-19 pandemic continuing to spread, it has built a domino effect of disrupting major supply chains worldwide. In our industry, the COVID pandemic has caused a rising demand in system processing, which in turn, has resulted in a severe shortage in semiconductors, panels, memory, and other related components.

These issues will likely have an impact on our products and cause delays in completion of our projects. Technology Providers, INC, is always striving to provide the upmost consistency to our customers. However, we are asking for your understanding in this difficult time.

18. Use of this document

Concepts, ideas and details included in this document, developed by TPI, represent intellectual property and in whole or part are considered a product of a limited service engagement between TPI and the client. Both parties must provide consent or permission to use or share the content of this document and attached data with others.

19. Payment schedule

- Payments due Net30 days, 2% interest charge on overdue invoices
- Progress invoices will be submitted bi-weekly based on the percentage of completion for the project

- All invoices will be accompanied by supporting documentation
- Standard products and materials will be included in progress invoices upon receiving such items at TPI's facility or the project site

Please initial for acceptance of these terms: _____

20. Acceptance of Proposal

An authorized representative of the client and the principal representing TPI may indicate acceptance of this proposal in the designated areas below. Unless otherwise noted, this proposal is valid for 90 days from the date of submission. In the event of a manufacturer-imposed price increase, TPI will notify the client and may need to collect additional funds to cover the increase in costs. This proposal may serve as an attachment to other binding agreements. Instructions for submitting an accepted proposal are as follows:

Email digital agreement to: *accounting@technoprov.com*

Fax: (480) 857-2288

If not personally submitted to your TPI representative, mail a hardcopy to.

Contract Administration

Attn. Project Administrator

Technology Providers, Inc.

2020 W. Guadalupe Rd. Suite 1

Gilbert, AZ 85233

TPI will provide an immediate acknowledgement of receipt and will advise you of any time required to review and approve any supplemental documents such as sub-contractor agreements, purchase/work order terms & conditions or any other attachment exhibits required to successfully engage TPI as your contractor. During this process TPI reserves the right to amend and revise this proposal to account your additional cost or risk in a fair and equitable manner.

*The above prices, specifications and conditions are hereby accepted. TPI is authorized to begin work on this project as outlined in this proposal. I understand that by signing this proposal I agree that TPI will be engaged as my systems integrator. **I also agree that the project schedule will commence on the day that this executed agreement is delivered to the company.***

Agreed to on behalf of **Jeff Kulaga Town of Guadalupe**

By:

Date:

Title:

Agreed to on behalf of **Technology Providers, Inc.**

By:

Date:

Title:

21. Parts & Equipment – Bill of Materials

Item Description	Qty	Price	Ext. Price
Project Costs			
Freight			\$1,318.72
		Total	\$1,318.72
Common Items			
TPI Project Management, Project Management	1	\$1,100.00	\$1,100.00
TPI System Engineering, System Engineering	1	\$660.00	\$660.00
TPI System Drawings, System Drawings	1	\$1,760.00	\$1,760.00
TPI System DSP Programming, System DSP Programming	1	\$1,500.00	\$1,500.00
TPI System Control Programming, System Control Programming	1	\$1,500.00	\$1,500.00
TPI System Training, User System Training	1	\$280.00	\$280.00
TPI Infrastructure Cabling, Infrastructure Cabling	1	\$1,025.64	\$1,025.64
TPI Infrastructure Connectors, Infrastructure Connectors	1	\$256.41	\$256.41
Installation Labor	1	\$3,220.00	\$3,220.00
		Section Total	\$11,302.05
Audio			
Shure MX418D/C, 18 Inch Desktop Gooseneck Microphone	10	\$269.17	\$2,691.70
Shure A400SMXLR, SHOCK MOUNT,XLR ADAPTER	10	\$35.32	\$353.20
QSC CORE 110f, Flex Channel DSP, Unified Core	1	\$3,012.82	\$3,012.82
QSC SPA2-200, 2 Channel ENERGY STAR Amplifier - Bridged pair operation 350 watts into 70v and 100v	1	\$583.33	\$583.33
QSC AD-P6T-WH, 5.25-inch weather resistant ceiling speaker 70V or 8 ohm, WHITE	3	\$275.64	\$826.92
Listen Technologies LS-71-216, iDSP Advanced Level IV Stationary RF System (216 MHz)	1	\$2,409.68	\$2,409.68
Installation Labor	1	\$945.00	\$945.00
Shop Labor	1	\$455.00	\$455.00
** Materials **			
TPI Materials, Installation materials	1	\$178.57	\$178.57

Item Description	Qty	Price	Ext. Price
		Section Total	\$11,456.22
Video			
Panasonic AW-UE100WPJ, PTZ 4K Camera	2	\$8,583.33	\$17,166.66
Vaddio Drop-down Mount for Large PTZ Camera, Drop-down Mount for Large PTZ Camera - 24-in	1	\$358.59	\$358.59
Panasonic AW-RP150GJ5, Advanced Joystick Camera Controller	1	\$5,121.79	\$5,121.79
Liberty Wire DL-AR, UNIVERSAL HDMI ADAPTER RING COMPLETE ASSEMBLY WITH 5 ADAPTERS	3	\$131.21	\$393.63
Extron XTP T HWP 101 4K, XTP Transmitter for HDMI - Decorator-Style Wallplate - White	3	\$633.33	\$1,899.99
Extron XTP CP 4i 12G-SDI, Four Input Board, XTP	1	\$2,107.05	\$2,107.05
Extron XTP CP 4i 4K, Four Input Board, XTP	1	\$3,093.59	\$3,093.59
Extron XTP II CP 4i HDMI 4K PLUS, Four Input Board, HDMI 4K/60 w/ Stereo Audio	1	\$2,247.12	\$2,247.12
Extron XTP II Crosspoint 1600 Frame, XTP Matrix Frame	1	\$9,140.71	\$9,140.71
Extron XTP CP 4o 4K, Four Output Board, XTP	2	\$1,826.92	\$3,653.84
Extron XTP II CP 4o HD 4K PLUS, Four Output Board, HDMI 4K/60 w/ Stereo Audio	1	\$1,120.51	\$1,120.51
Extron XTP CP 4o SA, Four Output Board, Analog Stereo Audio	1	\$700.32	\$700.32
Extron XTP R HD 4K, XTP Receiver for HDMI	5	\$633.33	\$3,166.65
Newline Interactive EPR7A065NT-000, Newline 65 in. 4K UHD Non-touch LED Monitor	5	\$1,280.77	\$6,403.85
Chief Manufacturing CMA110, CMA-110 FLAT CEILING PLATE	5	\$59.92	\$299.60
Chief Manufacturing CMS012018W, ADJ. PIPE 12 in. TO 18 in. (White)	5	\$114.00	\$570.00
Chief Manufacturing LCM1U, SINGLE CEILING MOUNT, LARGE, BLACK	5	\$335.42	\$1,677.10
Planar PXL3280W, 32in wide black 2k WQHD IPS LED LCD, DVI (Dual-link), HDMI, DP	2	\$326.92	\$653.84
Ergotron 45-245-026, LX Dual Side by Side Arm Dual Monitor Mount for Desktop	1	\$284.50	\$284.50
Extron SMP 351, H.264 Streaming Media Processor	1	\$3,551.28	\$3,551.28
Installation Labor	1	\$2,852.50	\$2,852.50
Shop Labor	1	\$560.00	\$560.00
** Materials **			
TPI Materials, Installation materials	1	\$321.43	\$321.43
		Section Total	\$67,344.55

Item Description	Qty	Price	Ext. Price
Control			
Extron TLP Pro 725M, 7 in. Wall Mount TouchLink Pro Touchpanel, Black	1	\$1,400.64	\$1,400.64
Extron IPCP Pro 350, IP Link Pro Control Processor	1	\$1,260.58	\$1,260.58
Netgear GS728TTP v2, 24-Port Gigabit Ethernet PoE+ Smart Switch with 4 SFP Ports and Cloud Management	1	\$634.85	\$634.85
Installation Labor	1	\$35.00	\$35.00
Shop Labor	1	\$210.00	\$210.00
** Materials **			
TPI Materials, Installation materials	1	\$107.14	\$107.14
Section Total			\$3,648.21
Equipment Racks			
Middle Atlantic MRK-4426-AV, 44SP/26D CONFIG AV RACK	1	\$3,012.18	\$3,012.18
Middle Atlantic PD-915R, 9OUT,15A,RCKMNT POWER CEN	1	\$125.64	\$125.64
<i>Owner Furnished: OFE Lectern, Owner Furnished Lectern</i>	<i>1</i>	<i>\$0.00</i>	<i>\$0.00</i>
Installation Labor	1	\$245.00	\$245.00
Shop Labor	1	\$52.50	\$52.50
** Materials **			
TPI Materials, Installation materials	1	\$428.58	\$428.58
Section Total			\$3,863.90

22. Owner Furnished Equipment

Item Description	Qty
Equipment Racks : OFE Lectern, Owner Furnished Lectern	1



Client Information

Project Information			
Name	TOGU22000 : Guadalupe Town Hall remodel INT		
Physical Address	9241 S. Avenida Del Yaqui Guadalupe, AZ 85283		
Project Manager	Jeff Kulaga	Tax Exempt	Yes
- Phone	480-505-5376		
- E-Mail	jkulaga@guadalupeaz.gov		
Client Information		Accounts Payable	
Company	Town of Guadalupe	(If different)	
Address	9241 S. Avenida Del Yaqui Guadalupe, AZ 85283	Billing Address	
Phone	480-505-5376	Primary Contact	
Fax		- Phone	
Primary Contact	Jeff Kulaga	- Fax	
- Phone	480-505-5376	- E-Mail	
- E-Mail	jkulaga@guadalupeaz.org		
Invoicing			
<input type="checkbox"/> Mail to Accounts Payable			
<input type="checkbox"/> E-Mail	Recipient		
<input type="checkbox"/> Credit Card	Contact		
<input type="checkbox"/> Other:			

EXHIBIT "C"— CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used

for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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: 86-029728

DURATION OF THE CONTRACT, FY 2023: July 1, 2022 and shall end June 30, 2023

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO

Jeff Kulaga, Town Manager

Programmatic Authority: Lizzie Kazan, Director of
Contracts Administration

Jeff Kulaga, Town Manager

Daily Contacts: Michael Ashton, Contracts Specialist

Amber Carter, Senior Center Coordinator

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 #: 2023-21-GUA

CONTRACTOR: Town of Guadalupe

Document **Original Contract**

Contract Term July 1, 2022 to June 30, 2023

Contract Payment Ceiling for All Services: TOTAL: \$ 167,622

CONTRACT OPERATING BUDGET

	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
REVENUE				
Area Agency	86,079	48,700	12,000	20,843
Project Income	6,624	644	-	29
Non-Fed Inkind	8,800	2,200	11,000	-
Non-Fed Cash	39,216	36,868	39,234	26,478
Other Federal	-	-	-	-
TOTAL	140,719	88,412	62,234	47,350
EXPENSES				
Personnel	54,511	39,290	25,861	28,037
ERE	21,525	17,840	9,802	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	140,719	88,412	62,234	47,350
Units	10,272	3,024	796	3,410
Unit Rate	\$ 13.70	\$ 29.24	\$ 78.18	\$ 13.89

1.0 DEFINITION OF TERM

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

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

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

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

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

3.0 ASSIGNMENT

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

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

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

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

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

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor will conduct A Central Registry Background Check (*Exhibit A*) using the Area Agency contract number **CTR048037** and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

6.2.1 Any person who applies for a contract with Area Agency and that person’s employees;

6.2.2 All employees of a contractor;

6.2.3 A subcontractor of a contractor and the subcontractor’s employees; and

6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

- 6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form (*Exhibit B*) if the certification states:
- 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 6.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.
- 6.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.
- 6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: <https://des.az.gov/documents-center>.
- 6.7.1 In the Document Center “Filter by Category “Select Aging” and click on “Search”. This will produce the following result:
1. Document Number AAA-1344A

7.0 CERTIFICATION OF COST OR PRICING DATA

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

8.0 CERTIFICATION REGARDING LOBBYING

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

9.0 CODE OF CONDUCT

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

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

10.0 COMPETITIVE BIDDING

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

11.0 COMPLIANCE WITH APPLICABLE LAWS

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

- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

- 12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.
- 13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.
- 13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end dates 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 coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the 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 shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

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

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
 - Annual Aggregate \$2,000,000
1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
 2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is \$100,000

Coverage should include but is not limited to:

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

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/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

Subcontractors

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

26.9

Approval and Modifications

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

26.10

Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0

IT 508 COMPLIANCE

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

28.0

LEVELS OF SERVICE

28.1

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

28.2

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

28.3

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

28.4

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

28.5

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

28.6

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

29.0

LIMITED ENGLISH PROFICIENCY

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

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

30.0

NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area

Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future 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, the Contractor 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 o obtener 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 temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
 - 34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

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

36.0 PAYMENTS

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

- 36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:
- 36.1.1 Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall be only be made by a Contract Amendment.
 - 36.1.2 Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as

designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.

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

- 36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original 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

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. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

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

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

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

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

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

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

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

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

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

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

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a

cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;

3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of 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

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

43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.

43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*

44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.

44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's

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

46.0 SUBCONTRACTS

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

46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.

46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:

46.2.1 Be on the Contractors company letterhead;

46.2.2 Be signed by an authorized representative of the Contractor; and

46.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.

47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the

administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

- 51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.
- 51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

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

53.0 TRANSFER OF KNOWLEDGE

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

54.0 TRANSITION OF ACTIVITIES

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

55.0 UNALLOWABLE COSTS

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

56.0 VISITATION, INSPECTION AND COPYING

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

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

1.0 DEFINITION OF TERMS

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

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

2.0 CONTRACT INTERPRETATION

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

2.3.4 Scope of Work;

2.3.5 Service Specifications;

2.3.6 Area Agency manuals, policies and directives;

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

2.3.8 Exhibits;

2.3.9 Documents referenced or included in the Solicitation.

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

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

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

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

3.0 **CONTRACT ADMINISTRATION AND OPERATION**

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

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

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

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

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

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

- 3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.
- 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,

- 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.** The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

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

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 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, tribal, 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 (≥ 80%) as hot meals; and
 - c) Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
5. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - d) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.
6. Annually review food service expenditures in order to further cost-effective management.
7. Develop and implement an emergency plan to be used when the meal cannot be prepared or

becomes unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

22.3.5

Meal Preparation and Service

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

22.3.6

Delivery Requirements

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

22.3.7

Wellness Check

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

22.3.8

Staff Training

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

2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.
4. Provide training on a quarterly basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
5. Train meal delivery staff in Wellness Check evaluations on communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery.
6. Document staff certification and training in personnel files.

22.3.9

Nutrition Education

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

22.4

Licensure/Certification Requirements

22.4.1

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

22.4.2

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

22.4.3

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

22.4.4

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

22.4.5

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

22.5

Reporting Unit

22.5.1

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

AREA AGENCY ON AGING, REGION ONE, INCORPORATED SERVICE SPECIFICATIONS**HOME DELIVERED MEALS**

1. **ADDITIONAL SERVICE DESCRIPTION**
 - a. To provide for delivery of home delivered meals.
 - b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
 - c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
 - d. Assessments of clients need for meals shall be the sole responsibility of case management.
 - e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.
2. **STAFFING AND VEHICLE REQUIREMENTS**
 - a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
 - b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
 - c. Individuals driving an Area Agency vehicle must have a clean MVD history.
 - d. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
 - d. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 1. social needs of the homebound client.
 2. development of observation of skills necessary to detect changes in client functioning or status.
 3. appropriate methods of interacting with homebound clients.
 4. appropriate responses to client medical emergencies.
 5. methods of reporting changes in client's physical/mental status.
 6. methods for reporting barriers to service delivery.
 7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
3. **SERVICE DELIVERY**
 - a. A review must be conducted at least quarterly by supervising staff of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
 - b. Client signatures
 - i. All clients must sign for the receipt of each home delivered meal.
 - ii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Area Agency approved software. Case manager authorization should be updated with each new authorization.
 - iii. If a client is unable to sign his/her name, then an adult in the home must sign his/her name denoting acceptance of the meal on behalf of the client. In the absence of a person in the home, the delivery person may execute his/her initials and note why initials were necessary.
 - c. Meal Delivery
 - i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
 - ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
 - iii. Delivery of the meal must be made directly to the client.
 - iv. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
 1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
 2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
 - v. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.
 - d. Non-Provision of Service
 - i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.
4. **CLIENT CONTRIBUTION POLICIES**
 - a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.

- b. Clients shall be informed of their right to contribute toward the service as well as their right to ~~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 privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.

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

4. REPORTING REQUIREMENTS

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

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

5. DEFINITION OF UNIT OF SERVICE

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

FACILITY LOCATION CHART

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

Organization (Contractor / Subcontractor)	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area to be Served	Adult Day Health Care or Home Delivered Meal Delivery Area
Town of Guadalupe 9421 S. Avenida del Yaqui Guadalupe, AZ 85283 P: 480-505-5376 F: 480-505-5368	<input type="checkbox"/>	Administrative	Monday – Friday 8:00am – 4:00pm	N/A	N/A
Guadalupe Senior Center 9401 S Avenida del Yaqui Guadalupe, AZ 85283 P: 480-505-5393 F: 480-505-5397	<input type="checkbox"/>	Congregate Meals Home Delivered Meals Multipurpose Center Operations Transportation	Monday – Friday 7:30am – 3:30pm	PSA 4	North of: Mineral Rd. South of: Baseline Rd. West of: High Line Canal East of: I-10 Freeway

HOLIDAY OBSERVANCES

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

<input checked="" type="checkbox"/> New Year's Day	<input checked="" type="checkbox"/> Juneteenth	<input checked="" type="checkbox"/> Veteran's Day	<input checked="" type="checkbox"/> Other: Day after 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 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-1083A (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-1038A Form must be submitted as a PDF and must be complete, i.e., include all required fields, as follows (highlighted in yellow):

NAME OF REQUESTING AGENCY		REQUESTING AGENCY EMAIL ADDRESS	
MAILING ADDRESS (No., Street, City, State, ZIP Code) (For return of results)			
APPLICANT/EMPLOYEE'S NAME (Last, First, M.I.)		SOC. SEC. NO.	DATE OF BIRTH (mm/dd/yyyy)
OTHER NAMES USED (Including nicknames and maiden names)		FINGERPRINT CLEARANCE CARD OR APPLICATION NO.	
APPLICANT/EMPLOYEE'S ADDRESS (No., Street, Apt No., City, State, ZIP Code)			
<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire <input type="checkbox"/> Volunteer <input type="checkbox"/> Renewal		APPLICANT/EMPLOYEE EMAIL	
POSITION		DATE EMPLOYED	
<input type="checkbox"/> Selection No. _____		<input type="checkbox"/> Contract/Extension No. _____	
EDUCATION		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? _____			
<i>If you wish to provide additional information please use reverse side.</i>			
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	

- Although the form must be typed, the APPLICANT/EMPLOYEE'S SIGNATURE field can be signed electronically or be a scanned copy of an original wet signature.
- 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-1038A 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.

For any questions or assistance, please contact: DESCANRegistry@AZDCS.gov

DIRECT SERVICE CENTRAL REGISTRY CLEARANCE FORM

Applicant/Employee: 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) and a Level 1 Fingerprint Clearance Card issued by the Department of Public Safety (DPS). Both are required by Arizona state law. Your information, upon submission by your employer, will be searched through the DCS Central Registry for Employment, and the DCS and DPS Fingerprint Clearance Card databases.

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 dcscentralregistry@azdcs.gov within five (5) business days of hire and upon license renewal. This form must be retained as confidential in the employee's file, and it is subject to audit.

NAME OF REQUESTING AGENCY [REDACTED]		REQUESTING AGENCY EMAIL ADDRESS [REDACTED]	
MAILING ADDRESS (No., Street, City, State, ZIP Code) (For return of results) [REDACTED]			
APPLICANT/EMPLOYEE'S NAME (Last, First, M.I.) [REDACTED]		SOC. SEC. NO. [REDACTED]	DATE OF BIRTH (mm/dd/yyyy) [REDACTED]
OTHER NAMES USED (Including nicknames and maiden names) [REDACTED]		FINGERPRINT CLEARANCE CARD OR APPLICATION NO. [REDACTED]	
APPLICANT/EMPLOYEE'S ADDRESS (No., Street, Apt No., City, State, ZIP Code) [REDACTED]			
<input type="checkbox"/> New Hire <input type="checkbox"/> Rehire <input type="checkbox"/> Volunteer <input type="checkbox"/> Renewal		APPLICANT/EMPLOYEE EMAIL [REDACTED]	
POSITION [REDACTED]			DATE EMPLOYED [REDACTED]
<input type="checkbox"/> Solicitation No. [REDACTED]		<input checked="" type="checkbox"/> Contract/Extension No. <u>CTR048037</u>	
EDUCATION [REDACTED]		EXPERIENCE [REDACTED]	
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)? [REDACTED]			
• When was the investigation(s) conducted? [REDACTED]			
• Where was the investigation(s) conducted? [REDACTED]			
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 [REDACTED]		DATE [REDACTED]
FOR DCS USE ONLY		
DATE RECEIVED	CPS/CR Substantiated Reports	Fingerprint Clearance Card Status
	Date Checked _____ <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Disqualifying <input type="checkbox"/> Non-Disqualifying Report No. _____ Code _____	Date Checked _____ <input type="checkbox"/> Valid Level 1 <input type="checkbox"/> Suspended <input type="checkbox"/> Expired <input type="checkbox"/> Denied <input type="checkbox"/> Driving Restricted Card No. _____ Expiration _____
NAME/SIGNATURE OF PERSON COMPLETING SEARCH [REDACTED]		

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):

ALSO – Check one of the following:

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

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

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

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

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

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

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

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

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

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

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

Appealable 5 Years After Conviction

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

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

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

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

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

Appealable Offenses

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

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

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

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

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

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

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este 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. Tiroteo desde auto	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Disparar un arma de fuego contra una estructura	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Agresión por parte de prisionero con fluidos corporales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Delitos apelables

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

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

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

Area Agency on Aging, Region One Billing Time Frames

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

Unusual Incident Report

Provider _____ Site _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Name(s) of Person(s) involved: _____

Telephone report given to: (name of Area Agency staff) _____

Telephone report given by: _____ Date: _____ Time: _____

Nature of Incident (include name(s) of client(s) and staff involved).

Use additional pages if necessary.

Signature of person completing the report _____

Instructions

Any incident occurring at an Area Agency on Aging, Region One supported facility or within services must be reported. A telephone call to the Area Agency staff (602-264-2255) must occur promptly on serious (911) incidents. All incidents must be e-mailed within 24 hours to your Contracts Specialist.

COMMUNICATION PAGE
(not an integral page of the Contract)

5/25/2022 EMAILED TO:

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

INDEPENDENT CONTRACTOR AGREEMENT

2022-30 Utility Assistance Programs

Contract No. 07012022-23

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between (**Town of Guadalupe, An Arizona municipal corporation**) (hereinafter "Contractor") and Arizona Community Action Association DBA Wildfire, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire").

RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in *Section 1* (the "Fund Sources") pursuant to Program Documents (as defined in *Section 4*).

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

1. Services and Programs.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in *Section 1.2*: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in *Section 2*. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information
Salt River Project (SRP) Bill Assistance	\$2,271	\$227	\$2,498	Utility assistance and deposits for SRP customers only (including M-Power customers)	Refer to Exhibit A: Salt River Project (SRP) Bill Assistance Program Summary
Southwest Gas Energy Share – Bill Assistance	\$978	\$98	\$1,076	Utility assistance and deposits for SWG customers	Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary.
Utility Repair Replacement Deposit (URRD)	\$5,909	\$591	\$6,500	Utility/Appliance Repair or Replacement and/or Utility Deposits	Refer to Exhibit A, Appendix A: URRD Refer to Exhibit A, Appendix C: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status
Total Funding	\$9,158	\$916	\$10,074		

Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement or **July 1, 2022** (the "Effective Date") and ending on **June 30, 2023**.

2.2 Termination. Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire's obligation to provide funding to

Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by *Section 4*. After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws

applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

a) Commercial General Liability – Occurrence Form

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$ 1,000,000
- The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”*.

c) *Worker's Compensation and Employers' Liability*

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding.

4.1 **Contractor's Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 **Grants Management System Database (GMS).** Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 **Definition of Confidential Information.** Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or

subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. Limitation of Liability. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. Assignment; Subcontractors. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. Choice of Law and Forum. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. Integration; Modification; Waiver. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended,

or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Email.** This Agreement may be executed in counterparts and delivered via email.

13. **Exhibits.**

Exhibit A Home Energy Assistance Fund Policy Manual FY 2023

Exhibit B Federal Poverty Income Guidelines effective July 1, 2022 –
June 30, 2023

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT

2022-23 Utility Assistance Programs

Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
(Town of Guadalupe)
An Arizona municipal corporation

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

By: Valerie Molina
Title: Mayor

By: _____

Name: Cynthia Zwick

ATTEST:

Title: Executive Director

Jeff Kulaga
Town Manager / Clerk

Date: _____

Address:
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax: 602-604-0644
E-mail: czwick@wildfireaz.org

APPROVED AS TO FORM:

David E. Ledyard
Town Attorney

Address:
9241 S Avenida del Yaqui
Guadalupe, AZ 85283