

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: ADES promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PARTIES

- 2.1 This Intergovernmental Agreement (IGA) is between the ADES, and Yuma County (Contractor).

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall have an effective date of July 1, 2013 and shall end on June 30, 2014, unless otherwise agreed upon by both parties in writing.

3.2. EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3. TERMINATION

- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

- 3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective Parties.

- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

- 1 Change of telephone number;
- 2 Change in authorized signatory; and/or
- 3 Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

- 5.1 None

6.0 PURPOSE OF AGREEMENT

- 6.1 The purpose of this agreement is to provide employment services to eligible adults in accordance with the State of Arizona's State Fiscal Year 2014 (SFY14) Social Services Block Grant (SSBG).

7.0 MANNER OF FINANCING

- 7.1 The contract reimbursement maximum, funded by the State of Arizona's SSBG, for the term specified above shall not exceed Fifty-One Thousand, One Hundred and Two dollars, (\$51,102.00).

8.0 SERVICE DESCRIPTION

- 8.1 The services described herein will be used to assist in the attainment of employment for program participants. Employment screening, testing and/or assessment will be provided to identify barriers to employment and to ascertain the need for Adult Basic Education and/or pre-vocational skills training. Work readiness workshops will be used to address soft skills training prior to the delivery of the following: Work Experience, Internship, Occupational Skills and On-the-Job Training. Training will be provided in areas of demand occupations to ensure that program outcomes are maximized.

- 8.2 Support services will be available to program participants to address and minimize barriers such as; tuition, books, transportation and counseling issues.

9.0 RESPONSIBILITIES

- 9.1 The ADES and the Contractor agree as follows:

- 9.2 The Contractor shall:

- 9.2.1 Provide employment services to eligible adults in Yuma County.
- 9.2.2 Monitor all of its sub-recipients of SSBG funding for program and fiscal compliance.

9.2.2.1 Require non-compliant sub-recipients to submit a Corrective Action Plan (CAP) to the Contractor for their approval and follow-up.

9.3 The ADES will:

9.3.1 Reimburse the Contractor upon receipt of the Social Services Block Grant Expenditure Report: Part A Expenditures & Provisions (Attachment A).

9.3.2 Monitor the Contractor for compliance to appropriate SSBG regulations.

10.0 REPORTING REQUIREMENTS

10.1 The Contractor shall provide to ADES the following reports:

10.1.1 Social Services Block Grant Expenditure Report: Part A Expenditures & Provisions (Attachment A).

10.1.2 Social Services Block Grant Expenditure Report: Part B Recipients (Attachment B).

10.2 Reports shall be sent to:

Arizona Department of Economic Security
ATTN: Rich Utzig, Compliance Auditor
1789 W. Jefferson St., Site Code 920Z
Phoenix, AZ 85007

10.3 The Contractor shall submit the Certificate of Insurance as specified in Section 25.2.5 of this Agreement to:

Arizona Department of Economic Security
ATTN: Mike Davis, Contracts Mgmt. Specialist
1789 West Jefferson St., Site Code 734A
Phoenix, AZ 85007

11.0 PAYMENT REQUIREMENTS

11.1 Invoices shall be submitted by the 15th day of the month following the month services were provided.

11.2 Invoices shall be submitted to:

Arizona Department of Economic Security
ATTN: WIA Fiscal Compliance
1789 West Jefferson St., Site Code 920A
Phoenix, AZ 85007

12.0 NOTICES

12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

Yuma Private Industry Council
ATTN: John Morales, Executive Director
3834 West 16th Street
Yuma AZ 85364
Jmorales@ypic.com
(928) 329-0990

12.2 All notices to the ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
ATTN: Mike Davis, Contracts Mgmt. Specialist
1789 West Jefferson St., Site Code 734A
Phoenix, AZ 85007
mikedavis@azdes.gov
(602) 542-0929

13.0 DISPOSITION OF PROPERTY

13.1 Disposal of property shall be in accordance with SSBG regulations.

14.0 OTHER MATTERS

14.1 None

15.0 APPLICABLE LAW

15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. 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 licenses and permit requirements.

16.0 ARBITRATION

16.1 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.

17.0 AUDIT

17.1 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 Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.

18.1 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 ADES may take any of the following actions:

18.1.1 Reduce payments or units authorized;

18.1.2 Accept a decrease in price offered by the Contractor;

18.1.3 Cancel the Agreement; or

18.1.4 Cancel the Agreement and re-solicit the requirements.

18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

20.0 CONFLICT OF INTEREST

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

21.0 DATA SHARING AGREEMENT

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

22.0 E-VERIFY

22.1 In accordance with ARS §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

23.1 By entering into the Agreement, 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 Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. 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 Agreement. I-9 forms are available for download at USCIS.GOV.

- 23.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

24.0 INDEMNIFICATION

24.1 Indemnification for Contractor:

- 24.1.1 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.

24.2 Indemnification for Subcontractor

- 24.2.1 In addition, Yuma County shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the 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 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 Yuma County's 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 from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

25.0 INSURANCE REQUIREMENTS

25.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

- 25.1.1 None.

25.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

- b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the ADES shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”**.
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **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

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the ADES shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

- Worker's Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

- 1. The State of Arizona and the ADES, 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.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **ADES, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

4. **Acceptability of Insurers:** 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. 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.
5. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to **ADES, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26.0 IT 508 COMPLIANCE

- 26.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and 3532 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.

27.0 NON-AVAILABILITY OF FUNDS

- 27.1 In accordance with ARS § 35-154, every payment obligation of the State under the Agreement 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 Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

28.0 NON-DISCRIMINATION

- 28.1 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.

29.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 29.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this

definition 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.

30.0 RIGHT OF OFFSET

30.1 The ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the ADES, or damages assessed by the ADES concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

31.0 THIRD- PARTY ANTITRUST VIOLATIONS

31.1 The Contractor assigns to the ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

32.0 CONFIDENTIALITY

32.1 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 the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

32.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §§ 41-161 et. seq. The ADES will advise the Contractor as to applicable policies and procedures the ADES has adopted for such compliance.

33.0 FINGERPRINTING

33.1 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, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

33.2 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.

33.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:

33.3.1 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 working days of employment.

33.3.2 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.

33.4 Federally recognized Indian tribes may submit and the ADES will 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. § 46-141 (as may be amended).

34.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

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

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

- 34.2 The ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a contractor;
 3. A subcontractor of a contractor and the subcontractor's employees; and
 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 34.3 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.
- 34.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 34.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 34.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 34.7 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. The Request for Search of Central Registry for Background Check form is located at: <https://www.azdes.gov/opac>

35.0 ATTACHMENTS

- 35.1 The following list of attachments constitutes an integral part of this subject agreement.
- 35.1.1 Social Services Block Grant Expenditure Report: Part A Expenditure & Provisions (Attachment A)
- 35.1.2 Social Services Block Grant Expenditure Report: Part B Recipients (Attachment B)