

Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS, APACHE COUNTY PUBLIC
HEALTH SERVICES DISTRICT, THE APACHE COUNTY LIBRARY DISTRICT
AND THE APACHE COUNTY JAIL DISTRICT**

September 3, 2013

Board of Supervisors' Hearing Room, First Floor

75 West Cleveland Street

St. Johns, Arizona

8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING**

September 3, 2013

1. Discussion and possible approval of Intergovernmental Agreement #ADHA14-053047. The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administrators fund provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Woman, Infants and Children (WIC), breastfeeding Peer Counseling Program (BFPC) and the Woman and Children's Farmers Market Nutrition Program (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary and each provides a specific service to woman, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status for eligible participates through adoption of healthy behavioral lifestyles changes ad to help prevent the occurrence of health problems.
2. Discussion and possible approval of a contract with Rebecca Rivera RN; Marilyn Slaughter, RN; and Jennifer Foote, RN at \$30 per hour to provide clinical services as subcontractor.
3. ACPHSD requests discussion and possible approval to remove Stephanie Hannah From probationary status and receive a 2.5% salary increase effective 06/30/13.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
September 3, 2013**

1. Discussion and possible approval of lease agreement between the Greer Community Facilities Association and the Apache County Library District effective July 1, 2013 through June 30, 2014. The rental amount that the Library District had been paying was \$728.00. An increase of \$48.69 per month has been requested by the Greer Facilities Association. The total rental price to be paid by the Library District will be \$776.69. The square footage of the rented area is approximately 1,300 square feet.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
September 3, 2013**

1. Discussion and possible approval of an Intergovernmental Agreement with the White Mountain Apache Tribe to house some of their inmates during their fair at a rate of \$55.00 per inmate per day
2. Request review and authorization of a salary increase of the annual salary of Jail Sergeant Ruben Garcia by \$1,000.00 per year. This request is made in light of Sergeant Garcia's 25 years of service and his experience and expertise in the Apache County Jail.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
September 3, 2013**

1. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
2. County Manager: Discussion and possible approval of a Special Event Liquor Application recommended for Ann Avenenti, Corporal Joe McCarthy-American Legion Auxiliary, for Octoberfest event located at the Concho Lions Club Park, Concho Arizona on October 5, 2013 .
3. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager or member of the public objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated August 5, 12, 19, 2013.
- *B. Request approval of demands dated August 19, 2013 to September 3, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

Personnel Items:

- *C. District I: Request approval to remove Randy Bia from probationary status effective August 11, 2013 with 2.5% end of probation increase.
 - *D. District II: Request authorization to extend the temporary employment for Robert Owens for an additional 90 days.
 - *E. District II: Request authorization to hire a temporary Administrative Assistant III for 90 days at \$12.79 per hour.
 - *F. District II: Request authorization to remove Wacey Begaye from probationary status with the 2.5% end of probation increase effective August 11, 2013.
 - *G. Clerk of the Court: Request authorization to hire a temporary Courtroom Clerk I for 120 days at a rate of \$10.24 per hour. This position will be funded from the Clerk's non-general fund accounts as budgeted.
 - *H. Recorder's Office: Request authorization to adjust the part-time, temporary Administrative Assistant II (Mae Clark) to 40 hours per week, effective August 12, 2013 through October 11, 2013. This position will be funded from the Recorder's surcharge budget.
 - *I. Treasurer's Office: Request authorization to hire two temporary clerks at \$8.20 per hour for a period of thirteen (13) weeks, to assist with the tax season.
4. Engineering Department: Discussion and possible approval of amended Intergovernmental Agreement with Arizona Department of Transportation, Contract P0012012001925. The purpose of this Amendment is to increase the construction cost from \$93,815.00 to \$103,815.00 with a total Project cost of \$109,815.00. The federal funds will be used for the Project, including the construction engineering and administration costs. The Federal aid funds for design are to be \$6,000.00. The funds will be used on County Roads 5020 and 4162. The total amount of funds are \$103,815.00. This item was tabled from a Previous meeting.

5. Sheriff's Office: Discussion and possible approval of Agreement DC-14-040 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang, and Violent Crime Control Grant Agreement in the amount of \$239,496. This grant requires a 20% match that will be paid utilizing RICO funds.
6. **Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) discussion of the appointment of Carlyle W. Begay as State Senator And potential issues that may arise given recent allegations that such appointment was not in compliance with applicable constitutional provisions.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted: _____ at _____ a.m. p.m. by _____.

Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/19/13**

Describe in detail what you want to say to the Board and what action you want the board to take:
ACPHSD requests discussion and possible approval of IGA #ADHS14-053047. The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

Date & Time Needed: _____

=====PRE-AGENDA ITEM REVIEW=====

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: _____

=====BOARD ACTION TAKEN=====

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



INTERGOVERNMENTAL AGREEMENT(IGA)

Contract No. ADHS14-053047

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: WIC, BFPC, FMNP Services

Begin Date: October 1, 2013

Geographic Service Area: Apache County

Termination Date: September 30, 2018

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Apache County Public Health Services District Address: 75 West Cleveland Street PO Box 697 St. Johns, Arizona 85936	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: _____ Phone: _____ FAX No: _____
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. _____ Signature of Person Authorized to Sign Date _____ Print Name and Title	<p>This Contract shall henceforth be referred to as Contract No. <u>ADHS14-053047</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona Signed this _____ day of _____, 2013</p> <p>_____ Procurement Officer</p>
<p style="text-align: center;">CONTRACTOR ATTORNEY SIGNATURE:</p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. _____ Signature of Person Authorized to Sign Date _____ Print Name and Title	<p style="text-align: center;">RESERVED FOR USE BY THE SECRETARY OF STATE</p> <p style="text-align: center;">Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</p>
<p>Attorney General Contract, No.P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:</p> _____ Signature Date Assistant Attorney General:	

Contract Number ADHS14-053047	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "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.
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "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 this Contract.
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-053047	TERMS AND CONDITIONS

2. **Contract Type.**

This Contract shall be: (check one)

Cost Reimbursement

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 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.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 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.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11 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.

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4.12 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 State 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 the State determine that the Contractor and/or any subcontractors be found noncompliant, the State 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.

5. Costs and Payments.

5.1 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 Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local

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taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes.

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability.

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.

7.2 Mutual Indemnification. 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

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(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.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by 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.

7.4 Force Majeure.

7.4.1 Liability and Definition. 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 Exclusions. Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 Notice. 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 the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 Default. 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.

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

8. **Description of Materials.**

The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event

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the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

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

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

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

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 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.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 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 State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies.**

9.1 Right to Assurance. If the State, 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 Procurement Officer 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 State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State 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 a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the 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.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period

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of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination.

- 10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State 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 State 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.
- 10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State 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 State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, 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.
- 10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.
- 10.4 Termination Without Cause.
 - 10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
 - 10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
 - 10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be

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paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration.

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication.

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances.

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity.

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

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15. Administrative Changes.

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract.

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA).

17.1 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 the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

18. Comments Welcome.

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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1. Background

1.1 The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1.1 WIC Nutrition Services

1.1.1.1 The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food instruments/benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

1.1.1.2 To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1.2.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.2.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.2.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.2.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first (1st) year of their baby's life;

1.1.1.2.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.1.2.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

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- 1.1.1.2.1.6 To reduce the proportion of children ages two through five (2-5) who are considered obese to ten percent (10%);
- 1.1.1.2.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;
- 1.1.1.2.1.8 To increase the consumption of whole grains by those two (2) and older; and
- 1.1.1.2.1.9 To increase the proportion of children ages zero through two (0-2) who view no television or videos on an average day to forty-five (45%).

2. Breastfeeding Peer Counseling (BFPC)

- 2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.
- 2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.
- 2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

3. Farmer's Market Nutrition Program (FMNP)

- 3.1 The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

4. Objective

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services and / or Farmers' Market Nutrition Program Services.

5. Scope of Work

- 5.1 WIC Services

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5.1.1 The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

- 5.1.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;
- 5.1.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;
- 5.1.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;
- 5.1.1.4 Issue WIC food instruments/benefits;
- 5.1.1.5 Ensure the collection and recording of accurate information;
- 5.1.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;
- 5.1.1.7 Provide administrative functions for operation of the WIC Program; and
- 5.1.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

5.2 Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the according to the WIC Policy and Procedure Manual in order to increase the breastfeeding rate and duration of breastfeeding.

5.3 Farmer's Market Nutrition Program (FMNP)

5.3.1 WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

- 5.3.1.1 Identifying participants and offering program services;
- 5.3.1.2 Distributing information to participants;
- 5.3.1.3 Providing competent staff to perform certification;
- 5.3.1.4 Issuing of FMNP checks;
- 5.3.1.5 Safeguarding FMNP checks;
- 5.3.1.6 Documenting accurately all required information;
- 5.3.1.7 Providing administrative functions necessary for operation of the FMNP;
- 5.3.1.8 Preparing and submitting all required reports in accordance with this Contract; and
- 5.3.1.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

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6. Tasks and Requirements

6.1 WIC Services Outreach and Referrals

6.1.1 The Contractor shall:

- 6.1.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract;
- 6.1.1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract;
- 6.1.1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract; and
- 6.1.1.4 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

6.2 BFPC Outreach

6.2.1 The Contractor shall:

- 6.2.1.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

6.3 Participant Records

6.3.1 The Contractor shall:

- 6.3.1.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:
 - 6.3.1.1.1 Eligibility and ineligibility determinations;
 - 6.3.1.1.2 Complete nutrition assessments;
 - 6.3.1.1.3 Nutrition and breastfeeding education and support;
 - 6.3.1.1.4 Nutrition and breastfeeding counseling;
 - 6.3.1.1.5 Encourage participants in setting behavioral goals;
 - 6.3.1.1.6 Appropriate referrals;

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- 6.3.1.1.7 Program abuse; and
- 6.3.1.1.8 Food instrument issuances.
- 6.3.1.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and food instruments issued by the Contractor.
- 6.3.1.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 24626 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.
- 6.3.1.4 Ensure staff only has access to the WIC Computer Data System and client files for business related reason(s).
- 6.3.1.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed according to the WIC PPM.
- 6.3.1.6 Notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.
- 6.3.1.7 Immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:
 - 6.3.1.7.1 What data elements were involved and the extent of the data involved in the breach;
 - 6.3.1.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
 - 6.3.1.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
 - 6.3.1.7.4 A description of the probable causes of the improper use or disclosure; and
 - 6.3.1.7.5 Whether Arizona Revised Statutes (A.R.S) § 44-7501 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 6.3.1.8 Provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 6.3.1.9 Notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. Obtain approval of content and timeline from ADHS prior to sending out of notification to affected individuals.

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6.3.1.10 Arrange and pay for any mitigation (e.g. credit monitoring services) for participants at risk of identity theft because of breach of security of information.

6.4 FMNP Participant Records Tasks:

6.4.1 The Contractor shall:

6.4.1.1 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6.5 Service Delivery and Program Rules

6.5.1 The Contractor shall:

6.5.1.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; To be eligible, program participants shall meet the following requirements:

6.5.1.1.1 Household income does not exceed 185% of the current designated federal poverty guidelines or are adjunctively eligible;

6.5.1.1.2 Have a nutritional risk as defined in the WIC PPM; and

6.5.1.1.3 Reside in Arizona as defined by the WIC PPM.

6.5.1.2 Ensure that the program participants are in one (1) of the following categories:

6.5.1.2.1 Pregnant women,

6.5.1.2.2 Breastfeeding women up to twelve (12) months post-partum,

6.5.1.2.3 Non-breastfeeding women up to six (6) months post-partum,

6.5.1.2.4 Infants from birth to age one (1), or

6.5.1.2.5 Children from age one (1) year through the end of the month in which they turn five (5) years.

6.5.1.3 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual;

6.5.1.4 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;

6.5.1.5 Assist participants in setting goals for behavioral change and follow-up on goals set;

6.5.1.6 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote BFPC Program, when appropriate;

6.5.1.7 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments/benefits as set forth in the WIC PPM;

6.5.1.8 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided

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with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;

- 6.5.1.9 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;
- 6.5.1.10 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument/benefit use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
- 6.5.1.11 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS approved Arizona Farmers' Markets; and
- 6.5.1.12 Explain to all WIC participants that, in addition to FMNP checks, WIC CVVs may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

6.6 Additional BFPC Service Delivery Tasks

6.6.1 The Contractor shall:

- 6.6.1.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;
- 6.6.1.2 Provide peer counseling services. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and
- 6.6.1.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors.

6.7 Additional FMNP Delivery Tasks

6.7.1 The Contractor shall:

- 6.7.1.1 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
- 6.7.1.2 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;
- 6.7.1.3 Submit a written request to the ADHS FMNP Manager for authorization to utilize a Local Agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;
- 6.7.1.4 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;

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- 6.7.1.5 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market; and
- 6.7.1.6 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

6.8 Participant-Centered Nutrition Education

6.8.1 The Contractor shall:

- 6.8.1.1 Prepare and submit a two (2) year Nutrition Services Plan for participants to include, but not be limited to:
 - 6.8.1.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan,
 - 6.8.1.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal,
 - 6.8.1.1.3 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period,
 - 6.8.1.1.4 Provide and document professional supervision, mentoring and monitoring of paraprofessional staff at the clinic level on a regular basis, as often as necessary, to ensure competence,
 - 6.8.1.1.5 Provide, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD,
 - 6.8.1.1.6 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:
 - 6.8.1.1.6.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

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- 6.8.1.1.6.2 The cost of procuring and producing nutrition education materials;
- 6.8.1.1.6.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;
- 6.8.1.1.6.4 The cost of conducting participant evaluations of nutrition education;
- 6.8.1.1.6.5 The salary and other costs incurred in developing the nutrition education plan; and
- 6.8.1.1.6.6 Other ADHS-approved costs.

6.8.1.2 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages; and

6.8.1.3 Provide documentation that a minimum of four percent (4%) of its annual WIC expenditures have been used to support breastfeeding promotion and education, If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

6.9 Staffing

6.9.1 The Contractor shall:

6.9.1.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Local Agency shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration;

6.9.1.2 Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If the Local Agency has barriers to this staffing standard, the Contractor shall submit in writing to ADHS its plan for coordination of nutrition services within the Local Agency to be approved by ADHS;

6.9.1.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants;

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- 6.9.1.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation;
- 6.9.1.5 Provide an appropriate number of adequately trained, competent, certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual competencies as set forth in the ADHS WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;
- 6.9.1.6 Provide an appropriate number of adequately trained, competent, nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the competencies for Nutrition Education Specialists as set forth in the ADHS WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;
- 6.9.1.7 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS;
- 6.9.1.8 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS;
- 6.9.1.9 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable; and
- 6.9.1.10 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

6.10 Additional BFPC Service Staffing

6.10.1 The Contractor shall:

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- 6.10.1.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources;
- 6.10.1.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason; and
- 6.10.1.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

6.11 Staff Training

6.11.1 The Contractor shall:

- 6.11.1.1 Implement the Blended Learning ADHS training plan for new staff;
- 6.11.1.2 Ensure all WIC staff are registered and complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at www.azdhslearn.gov, in accordance with the ADHS WIC PPM;
- 6.11.1.3 In addition to state requirements for competency trainings, implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations;
- 6.11.1.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS LMS course on Civil Rights or other courses that will be required by ADHS;
- 6.11.1.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards; and
- 6.11.1.6 Provide one (1) representative for a maximum of 12 iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings.

6.12 Additional BFPC Staff Training

6.12.1 The Contractor shall:

- 6.12.1.1 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term;
- 6.12.1.2 Provide training of Breastfeeding Peer Counselors using the Loving Support through Peer Counseling curriculum within one (1) month of employment;

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- 6.12.1.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others; and
- 6.12.1.4 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the Loving Support curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

6.13 Data Collection

6.13.1 The Contractor shall:

- 6.13.1.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System;
- 6.13.1.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM; and
- 6.13.1.3 Ensure WIC Computer Data System users maintain integrity by keeping their username and password secure; and
- 6.13.1.4 Ensure users do not share their login information with others.

6.14 Administrative Services

6.14.1 The Contractor shall:

- 6.14.1.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded programs;
- 6.14.1.2 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system;
- 6.14.1.3 Ensure the capital equipment listing includes the following:
 - 6.14.1.3.1 Tag or ID number,
 - 6.14.1.3.2 Description,
 - 6.14.1.3.3 Purchase cost or fair market value on date of donation,
 - 6.14.1.3.4 Purchase or donation date,
 - 6.14.1.3.5 Location, and
 - 6.14.1.3.6 Disposal date.
- 6.14.1.4 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;
- 6.14.1.5 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more;

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- 6.14.1.6 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal;
- 6.14.1.7 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding \$2,500 if purchased prior to October 1, 2010, and \$5,000 or more beginning on October 1, 2010;
- 6.14.1.8 Submit to ADHS for approval any policy or procedure that deviates from those set forth in the Arizona WIC PPM;
- 6.14.1.9 Update the Local Agency information on a timely basis on the www.azwic.gov website including but not limited to:
 - 6.14.1.9.1 Names of WIC Directors,
 - 6.14.1.9.2 RDs,
 - 6.14.1.9.3 Nutritionists,
 - 6.14.1.9.4 Clinic staff,
 - 6.14.1.9.5 Clinic names,
 - 6.14.1.9.6 Addresses,
 - 6.14.1.9.7 Phone numbers,
 - 6.14.1.9.8 Days and hours of operations, closure days, and
 - 6.14.1.9.9 Other pertinent information for the public to know.
- 6.14.1.10 Provide at least a six (6) month written notice when planning on suspending WIC services at any location;
- 6.14.1.11 Read, timely, all ADHS posted documents and provide requested response on the ADHS SharePoint site;
- 6.14.1.12 Ensure the State Agency has its most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account; and
- 6.14.1.13 Maintain documentation records of WIC services according to the WIC PPM, including but not limited to:
 - 6.14.1.13.1 Signed consent forms for anemia screening and anthropometrics,
 - 6.14.1.13.2 Signed Rights and Obligations Form for enrolled participant files (active and inactive),
 - 6.14.1.13.3 Eligible participant files (active and inactive),
 - 6.14.1.13.4 Ineligible applicant forms/files,
 - 6.14.1.13.5 Monthly Participation Reports by Category and Ethnicity,

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- 6.14.1.13.6 Outreach files,
- 6.14.1.13.7 Medical documentation,
- 6.14.1.13.8 Staff files:
 - 6.14.1.13.8.1 Trainings attended;
 - 6.14.1.13.8.2 Skill observations; and
 - 6.14.1.13.8.3 Annual evaluations.
- 6.14.1.13.9 Documentation of dual participation actions,
- 6.14.1.13.10 Waiting lists (when applicable),
- 6.14.1.13.11 Reconciliation of voided food instruments,
- 6.14.1.13.12 Civil rights file to include documentation and resolution of all civil rights complaints,
- 6.14.1.13.13 Documentation of annual civil rights training of all employees, and
- 6.14.1.13.14 Documentation of WIC Confidentiality and Conflict of Interest forms.
- 6.14.1.14 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;
- 6.14.1.15 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;
- 6.14.1.16 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM;
- 6.14.1.17 Prepare and submit Final Yearly Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year;
- 6.14.1.18 Prepare and submit a WIC Local Agency Mid-Year and Annual Cost Summary that matches the amount in the month of March and Final Yearly Closeout CER invoice respectively in accordance with the requirements in the WIC PPM;
- 6.14.1.19 Prepare and submit an annual update on the Two (2) Year Contractor's Outreach Plan and a progress report on activities accomplished during the year;
- 6.14.1.20 Prepare and submit an annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;
- 6.14.1.21 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes;

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6.14.1.22 Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation; and

6.14.1.23 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM.

6.15 Additional Peer Counseling Administrative Services

6.15.1 The Contractor shall:

6.15.1.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS; and

6.15.1.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

6.16 Additional FMNP Administrative Services

6.16.1 The Contractor shall:

6.16.1.1 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

7. Reference Documents

7.1 Arizona WIC Program Policies and Procedures Manual: Refer to:
http://azdhs.gov/azwic/local_agencies_policyManual.htm

7.2 Arizona FMNP Manual: Refer to:
http://azdhs.gov/azwic/farmers_market.htm

7.3 Federal Regulations: Refer to
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a6980ff847aff32ab535bd37f71ce93d&tpl=/ecfrbrowse/Title07/7cfr246_main_02.tpl

7.4 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information, and

7.5 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

8. State Provided Items

8.1 Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request.

8.2 Hardware and software necessary for operation of the WIC Computer Database System.

8.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

8.4 Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card when implemented.

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- 8.5 CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.
- 8.6 Nutrition Education Materials for participants.
- 8.7 Quarterly Report template (electronic) for Peer Counseling Program.
- 8.8 Technical assistance and support.
- 8.9 Breastfeeding material lending and library for Peer Counselor use.
- 8.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.
- 8.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.
- 8.12 FMNP Participant Guides.
- 8.13 Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.
- 8.14 Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.
- 8.15 Periodic redemption reports for issued checks.
- 8.16 Formats for required reports.
- 8.17 Program Integrity staff monitoring reports (monthly).

9. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and / or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

- 9.1 The Contractor shall prepare and submit to ADHS:
 - 9.1.1 Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;
 - 9.1.2 Individual electronic and signed paper copy of the CER invoice, not later than *thirty* (30) days following the end of each report month of the program year;
 - 9.1.3 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;
 - 9.1.4 WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than *forty-five* (45) days following the end of each Contract year;
 - 9.1.5 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:
 - 9.1.5.1 Request for Caseload to be served;

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- 9.1.5.2 Request for budget and budget justification;
- 9.1.5.3 Updated Participant Nutrition Education Plan for the following contract year and a progress report of the previous year's activities;
- 9.1.5.4 Updated Outreach Plan of each contract year and a progress report of previous year's activities; and
- 9.1.5.5 Any additional services.
- 9.1.6 All required responses to federal and state audits and reviews submitted in a timely manner, according to the deadline dates specified in the audit letters.
- 9.1.7 Additional Peer Counseling Deliverables
 - 9.1.7.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

10. PERFORMANCE STANDARDS AND AWARDS

10.1 Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

10.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

10.3 Local Agencies shall be eligible for one (1) or more of the following awards:

- 10.3.1 Any Local Agency in which ninety percent (90%) or more of the certifications six (6) months (October 1 through March 31) have an appropriate TGIF note as verified by the "No notes" and "TGIF detail" reports may receive an award of \$10,000.00 added to their following fiscal year WIC funding formula award if the Contract is extended and additional expenditure can be identified;
- 10.3.2 Any Local Agency which meets 98% of its documentation requirement in nutrition education for the previous contract year may receive an award of \$5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
- 10.3.3 Any Local Agency in which 25% or more of the infant caseload for a six (6) month time period (October 1 through March 31) were at least six (6) months old and were IEN at six (6) months of age ay receive an award of \$10,000 added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
- 10.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

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10.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

11. Notices, Correspondence and Reports

11.1 Notices, Correspondences and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
 150 N. 18th Avenue
 Phoenix, Arizona 85007
 Attention: WIC Program Manager

11.2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Contractor: Apache County
 Attention: Robin Aguero
 Address: 323 South Mountain Avenue
 City, State, ZIP: Springerville, Arizona 85938
 Phone: 928-333-2415 x246
 Fax:
 Email:

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Apache County

PRICE SHEET

October 1, 2013 to September 30, 2014

WIC Services

Account Classification	Amount
Personnel	\$66,850.00
Employee Related Expenses	\$32,007.00
Professional & Outside Services	\$0.00
Travel Expense	\$2,012.00
Occupancy Expenses	\$600.00
Other Operating Expenses	\$1,527.00
Capital Expenditures	\$0.00
Indirect Cost	\$0.00
Registered Dietitian	\$32,000.00
Total	\$134,996.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional & Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

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ADHS14-053047	

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund a 0.5 FTE Bachelor Degreed Nutritionist to serve as WIC Nutrition Education Coordinator and Trainer as well as provide counseling to medium-risk WIC participants and to mentor staff on participant-centered nutrition services.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order 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 Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

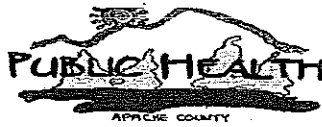
The assigned caseload for FFY 2014 is: 600

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/15/13**

Describe in detail what you want to say to the Board and what action you want the board to Take:

ACPHSD requests discussion and possible approval of the contract with Rebecca Rivera, CN, to provide clinical services as a subcontractor.

Date & Time Needed: _____

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

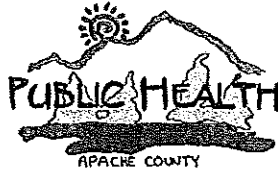
Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: _____

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Rebecca Rivera

This agreement is entered into between the Apache County Public Health Services District, hereafter referred to as Department and Rebecca Rivera hereafter referred to as Subcontractor as follows:

NOW THEREFORE, the county and the subcontractor agree on the following terms and conditions.

SERVICES/SCOPE OF WORK

- Travel to clinics within Apache County.
- Assist in setting up and tearing down clinics.
- Screen patients for contraindications to receiving vaccination.
- Oversee the vaccination/prophylaxis process.
- Administer the vaccine/prophylaxis.
- Sign the clinic record.
- Observe vaccine/prophylaxis recipients for immediate reaction or complications.
- Distribute birth control methods such as Intramuscular and oral contraceptives.
- Administer pregnancy, HIV, and SDT tests and document.
- Administrative duties include audit patient medical records, filing, and data entry.
- Administer, document, and read TB tests.
- Administer STD screenings.
- Sexual health and Family Planning screening and counseling.
- Appropriate and effective documentation as required on each patient encounter.

Qualifications

Subcontractors must have a current license by the State of Arizona as a physician, physician's assistant, nurse practitioner, nurse, or paramedic.

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$30.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week.

At the end of the first month that this agreement is in effect and at the end of each month when services are provided, the Subcontractor will submit to the Department a record of services provided. The record of services will include specific time worked each day and shall be dated and signed by the Subcontractor. The Department will submit an Authorization for Payment to the Apache County Finance Department. Payment will be made directly to the Subcontractor in accordance with Apache County's standard procedures for processing payments. If the subcontractor attends training required by the contract, travel time will be reimbursed at the hourly rate, in excess of one half hour for one way travel only, as well as actual time in attendance in a training session.

GENERAL REQUIREMENTS

1. General Requirements

This agreement is entered into in accordance with Arizona Revised Statutes §11-251 paragraph 18 and the following general requirements.

- a. The Subcontractor shall maintain all licenses, permits and authority necessary to do business and render services under this agreement throughout the term of this Agreement. The Subcontractor shall provide the Department with documentation of any and all required license, permit and accreditation. The Subcontractor shall notify the Department and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
- b. In providing services hereunder, the Subcontractor is an independent service provider. The Subcontractor shall not be deemed an employee of the Department and shall not be entitled to any benefits provided to Department employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
- c. The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Other contracts

The Department may perform additional work related to this contract or award other contracts for such work. The Subcontractor shall cooperate fully with such other Subcontractors and /or Department employees in the scheduling of and coordination of its own work with such additional work. The Subcontractor shall afford other Subcontractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work as scheduled by any other Subcontractor or by Department employees. This section shall be included in all contracts with which this Subcontractor will be

required to cooperate. The Department shall equitably enforce this Section as to all Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

4. Termination of Contract

The Department and the Subcontractor may terminate this contract under the following conditions:

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
 1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
 2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- d. The termination, or renewal, date of this contract is June 30, 2014.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

- a. The Director, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the Director determines that the Subcontractor has failed to perform any requirement.
- b. The Subcontractor shall continue the performance of this contract to the extent not terminated.

- c. If this contract is terminated as provided herein, the Director, in addition to any other rights provided in this Section, may require the Subcontractor to transfer title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.
- d. The rights and remedies of the Department enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

6. Confidentiality of Records

The Subcontractor shall establish and maintain procedures and controls that comply with Arizona Administrative Code (A.A.C.) §R9-1-311 through §R9-1-315 regarding disclosure of information and records. No medical information contained in its records or obtained from the Department or from others in carrying out its functions under this contract shall be used or disclosed by it, its agents, officers, employees of Subcontractors except as is essential to the performance of the contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this contract, or of any employer of such person shall be made available for any political or commercial purpose. Information, the source of which is a Federal agency, or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

7. Non-Discrimination

Subcontractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this agreement.

8. Record Retention

The Department and Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit by the Arizona Department of Health Services, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. 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 years from the date of any such termination.

- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the Director, shall be retained by the Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

- a. Subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract automobile liability insurance coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$100,000 combined single limit or \$100,000 Bodily Injury, \$100,000 Property Damage.

Subcontractor shall provide Department with current certificates of insurance. Subcontractor shall provide to the Department written guarantee of thirty (30) days written notice to the Department of cancellation, non-renewal or material change.

- b. To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Indemnitor may be liable).

10. Travel

Subcontractor will not be reimbursed for travel to or from clinics.

The subcontractor will be paid for training required by this contract as follows: travel will be reimbursed at the hourly rate, in excess of one-half hour for one way travel only, as well as actual time in attendance in a training session.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. The Subcontractor shall not assign any right or interest in this Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Effective Date: July 15, 2013

Expiration Date: June 30, 2014

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the Department:


Tom White, Apache County, Chairman of the Board

Date _____

Chris Sexton, Apache County Health Director

Date _____

Subcontractor:



Rebecca Rivera

Date 8/6/13

Approved as to form:

County Attorney

Date _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/15/13**

Describe in detail what you want to say to the Board and what action you want the board to Take:

ACPHSD requests discussion and possible approval of the contract with Marilyn Slaughter, CN, to provide clinical services as a subcontractor.

Date & Time Needed: _____

=====PRE-AGENDA ITEM REVIEW=====

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

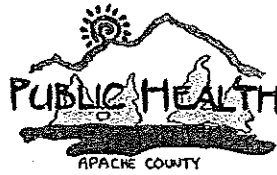
Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: _____

=====BOARD ACTION TAKEN=====

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Marilyn Slaughter

This agreement is entered into between the Apache County Public Health Services District, hereafter referred to as Department and Marilyn Slaughter hereafter referred to as Subcontractor as follows:

NOW THEREFORE, the county and the subcontractor agree on the following terms and conditions.

SERVICES/SCOPE OF WORK

- Travel to clinics within Apache County.
- Assist in setting up and tearing down clinics.
- Screen patients for contraindications to receiving vaccination.
- Oversee the vaccination/prophylaxis process.
- Administer the vaccine/prophylaxis.
- Sign the clinic record.
- Observe vaccine/prophylaxis recipients for immediate reaction or complications.
- Distribute birth control methods such as Intramuscular and oral contraceptives.
- Administer pregnancy, HIV, and SDT tests and document.
- Administrative duties include audit patient medical records, filing, and data entry.
- Administer, document, and read TB tests.
- Administer STD screenings.
- Sexual health and Family Planning screening and counseling.
- Appropriate and effective documentation as required on each patient encounter.

Qualifications

Subcontractors must have a current license by the State of Arizona as a physician, physician's assistant, nurse practitioner, nurse, or paramedic.

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$30.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week.

At the end of the first month that this agreement is in effect and at the end of each month when services are provided, the Subcontractor will submit to the Department a record of services provided. The record of services will include specific time worked each day and shall be dated and signed by the Subcontractor. The Department will submit an Authorization for Payment to the Apache County Finance Department. Payment will be made directly to the Subcontractor in accordance with Apache County's standard procedures for processing payments. If the subcontractor attends training required by the contract, travel time will be reimbursed at the hourly rate, in excess of one half hour for one way travel only, as well as actual time in attendance in a training session.

GENERAL REQUIREMENTS

1. General Requirements

This agreement is entered into in accordance with Arizona Revised Statutes §11-251 paragraph 18 and the following general requirements.

- a. The Subcontractor shall maintain all licenses, permits and authority necessary to do business and render services under this agreement throughout the term of this Agreement. The Subcontractor shall provide the Department with documentation of any and all required license, permit and accreditation. The Subcontractor shall notify the Department and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
- b. In providing services hereunder, the Subcontractor is an independent service provider. The Subcontractor shall not be deemed an employee of the Department and shall not be entitled to any benefits provided to Department employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
- c. The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Other contracts

The Department may perform additional work related to this contract or award other contracts for such work. The Subcontractor shall cooperate fully with such other Subcontractors and /or Department employees in the scheduling of and coordination of its own work with such additional work. The Subcontractor shall afford other Subcontractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work as scheduled by any other Subcontractor or by Department employees. This section shall be included in all contracts with which this Subcontractor will be

required to cooperate. The Department shall equitably enforce this Section as to all Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

4. Termination of Contract

The Department and the Subcontractor may terminate this contract under the following conditions:

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
 1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
 2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- d. The termination, or renewal, date of this contract is June 30, 2014.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

- a. The Director, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the Director determines that the Subcontractor has failed to perform any requirement.
- b. The Subcontractor shall continue the performance of this contract to the extent not terminated.

- c. If this contract is terminated as provided herein, the Director, in addition to any other rights provided in this Section, may require the Subcontractor to transfer title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.
- d. The rights and remedies of the Department enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

6. Confidentiality of Records

The Subcontractor shall establish and maintain procedures and controls that comply with Arizona Administrative Code (A.A.C.) §R9-1-311 through §R9-1-315 regarding disclosure of information and records. No medical information contained in its records or obtained from the Department or from others in carrying out its functions under this contract shall be used or disclosed by it, its agents, officers, employees of Subcontractors except as is essential to the performance of the contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this contract, or of any employer of such person shall be made available for any political or commercial purpose. Information, the source of which is a Federal agency, or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

7. Non-Discrimination

Subcontractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this agreement.

8. Record Retention

The Department and Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit by the Arizona Department of Health Services, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. 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 years from the date of any such termination.

- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the Director, shall be retained by the Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

- a. Subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract automobile liability insurance coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$100,000 combined single limit or \$100,000 Bodily Injury, \$100,000 Property Damage.

Subcontractor shall provide Department with current certificates of insurance. Subcontractor shall provide to the Department written guarantee of thirty (30) days written notice to the Department of cancellation, non-renewal or material change.

- b. To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Indemnitor may be liable).

10. Travel

Subcontractor will not be reimbursed for travel to or from clinics.

The subcontractor will be paid for training required by this contract as follows: travel will be reimbursed at the hourly rate, in excess of one-half hour for one way travel only, as well as actual time in attendance in a training session.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. The Subcontractor shall not assign any right or interest in this Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Effective Date: July 15, 2013

Expiration Date: June 30, 2014

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the Department:

Tom White, Apache County, Chairman of the Board

Date _____

Chris Sexton, Apache County Health Director

Date _____

Subcontractor:

Marilyn Slaughter
Marilyn Slaughter

Date 8-7-13

Approved as to form:

County Attorney

Date _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/15/13**

Describe in detail what you want to say to the Board and what action you want the board to Take:

ACPHSD requests discussion and possible approval of the contract with Jennifer Foote, CN, to provide clinical services as a subcontractor.

Date & Time Needed: _____

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

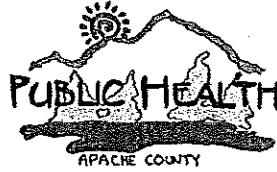
Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: _____

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Jennifer Foote

This agreement is entered into between the Apache County Public Health Services District, hereafter referred to as Department and Jennifer Foote hereafter referred to as Subcontractor as follows:

NOW THEREFORE, the county and the subcontractor agree on the following terms and conditions.

SERVICES/SCOPE OF WORK

- Travel to clinics within Apache County.
- Assist in setting up and tearing down clinics.
- Screen patients for contraindications to receiving vaccination.
- Oversee the vaccination/prophylaxis process.
- Administer the vaccine/prophylaxis.
- Sign the clinic record.
- Observe vaccine/prophylaxis recipients for immediate reaction or complications.
- Distribute birth control methods such as Intramuscular and oral contraceptives.
- Administer pregnancy, HIV, and SDT tests and document.
- Administrative duties include audit patient medical records, filing, and data entry.
- Administer, document, and read TB tests.
- Administer STD screenings.
- Sexual health and Family Planning screening and counseling.
- Appropriate and effective documentation as required on each patient encounter.

Qualifications

Subcontractors must have a current license by the State of Arizona as a physician, physician's assistant, nurse practitioner, nurse, or paramedic.

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$30.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week.

At the end of the first month that this agreement is in effect and at the end of each month when services are provided, the Subcontractor will submit to the Department a record of services provided. The record of services will include specific time worked each day and shall be dated and signed by the Subcontractor. The Department will submit an Authorization for Payment to the Apache County Finance Department. Payment will be made directly to the Subcontractor in accordance with Apache County's standard procedures for processing payments. If the subcontractor attends training required by the contract, travel time will be reimbursed at the hourly rate, in excess of one half hour for one way travel only, as well as actual time in attendance in a training session.

GENERAL REQUIREMENTS

1. General Requirements

This agreement is entered into in accordance with Arizona Revised Statutes §11-251 paragraph 18 and the following general requirements.

- a. The Subcontractor shall maintain all licenses, permits and authority necessary to do business and render services under this agreement throughout the term of this Agreement. The Subcontractor shall provide the Department with documentation of any and all required license, permit and accreditation. The Subcontractor shall notify the Department and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
- b. In providing services hereunder, the Subcontractor is an independent service provider. The Subcontractor shall not be deemed an employee of the Department and shall not be entitled to any benefits provided to Department employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
- c. The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Other contracts

The Department may perform additional work related to this contract or award other contracts for such work. The Subcontractor shall cooperate fully with such other Subcontractors and /or Department employees in the scheduling of and coordination of its own work with such additional work. The Subcontractor shall afford other Subcontractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work as scheduled by any other Subcontractor or by Department employees. This section shall be included in all contracts with which this Subcontractor will be

required to cooperate. The Department shall equitably enforce this Section as to all Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

4. Termination of Contract

The Department and the Subcontractor may terminate this contract under the following conditions:

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
 1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
 2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- d. The termination, or renewal, date of this contract is June 30, 2014.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

- a. The Director, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the Director determines that the Subcontractor has failed to perform any requirement.
- b. The Subcontractor shall continue the performance of this contract to the extent not terminated.

- c. If this contract is terminated as provided herein, the Director, in addition to any other rights provided in this Section, may require the Subcontractor to transfer title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.
- d. The rights and remedies of the Department enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

6. Confidentiality of Records

The Subcontractor shall establish and maintain procedures and controls that comply with Arizona Administrative Code (A.A.C.) §R9-1-311 through §R9-1-315 regarding disclosure of information and records. No medical information contained in its records or obtained from the Department or from others in carrying out its functions under this contract shall be used or disclosed by it, its agents, officers, employees of Subcontractors except as is essential to the performance of the contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this contract, or of any employer of such person shall be made available for any political or commercial purpose. Information, the source of which is a Federal agency, or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

7. Non-Discrimination

Subcontractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this agreement.

8. Record Retention

The Department and Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit by the Arizona Department of Health Services, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. 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 years from the date of any such termination.

- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the Director, shall be retained by the Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

- a. Subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract automobile liability insurance coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$100,000 combined single limit or \$100,000 Bodily Injury, \$100,000 Property Damage.

Subcontractor shall provide Department with current certificates of insurance. Subcontractor shall provide to the Department written guarantee of thirty (30) days written notice to the Department of cancellation, non-renewal or material change.

- b. To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Indemnitor may be liable).

10. Travel

Subcontractor will not be reimbursed for travel to or from clinics.

The subcontractor will be paid for training required by this contract as follows: travel will be reimbursed at the hourly rate, in excess of one-half hour for one way travel only, as well as actual time in attendance in a training session.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. The Subcontractor shall not assign any right or interest in this Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Effective Date: July 15, 2013

Expiration Date: June 30, 2014

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the Department:

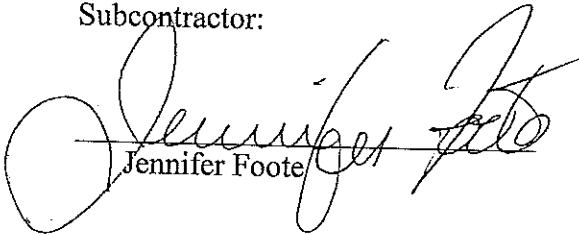
Tom White, Apache County, Chairman of the Board

Date _____

Chris Sexton, Apache County Health Director

Date _____

Subcontractor:



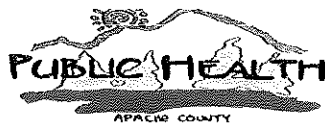
Jennifer Foote

Date 8-1-13

Approved as to form:

County Attorney

Date _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/26/13**

Describe in detail what you want to say to the Board and what action you want the board to Take:

ACPHSD requests discussion and possible approval to remove Stephanie Hannah from probationary status and receive a 2.5% salary increase effective 06/30/13.

Date & Time Needed: _____

=====PRE-AGENDA ITEM REVIEW=====

Review Routing: Legal Finance Purchasing **X** Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

8/28/13 Glenn from H.R. reviewed the item and said there shouldn't be any problem. CJS

Signature: _____

Health Department Director:

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: _____

=====BOARD ACTION TAKEN=====

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/26/13**

Describe in detail what you want to say to the Board and what action you want the board to Take:

ACPHSD requests discussion and possible approval to remove Stephanie Hannah from probationary status and receive a 2.5% salary increase effective 06/30/13.

Date & Time Needed: _____

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing **X Human Resources** Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: _____

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 08/19/2013 Signature: Judith M. Pepple

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of lease agreement between the Greer Community Facilities Association and the Apache County Library District effective July 1, 2013 through June 30, 2014.

Date & Time Needed: September 3, 2013

Review Routing: / Legal / Finance / Purchasing / Human Resource / Other: _____

Legal Review: Lease reviewed and approved by Joseph Young. See attached e-mail.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved / //Disapproved / //Deleted / //Continued to: _____

Signature Clerk of Board

LEASE AGREEMENT

This lease agreement (herein after the "Agreement") is entered into, the 3rd day of September, 2013 by and between:

Greer Community Facilities Association
P.O. Box 45
Greer, AZ 85927
Herein after referred to as the "Landlord"

and

Apache County Library District
P.O. Box 2760
St. Johns, AZ 85936
Herein after referred to as the "Tenant"

1 The Premises

Landlord does hereby lease to Tenant and Tenant does hereby lease and take from Landlord the following property (herein after referred to as Premise):

Approximately 1300 square feet of open floor space for library activities. The area will be used for the storage of books on shelving, a central monitoring/check-out/main desk area, and a pleasant seating/reading area. Some space will be devoted to reading table(s) where reference materials can be conveniently laid out, while patrons are using them. In addition to the listed activities, the premises may also be used for any activity or use related to the operation or administration of the library.

These ancillary items are mentioned, not because the Landlord would need to provide any specific furniture, etc. but because that is how the space is to be utilized. County staff has and will obtain/erect/place the furnishings the library will use.

Included within the 1300 square feet, a public restroom is provided.

Included within the 1300 square feet, a small meeting room is provided. In addition, access (through the, use of a key) to a much larger conference room in the Community-Center will be provided for library functions. Non-library uses of this large conference room will be charged for at normal rates. Any access to this large conference room is to be scheduled in advance for times when it can be made available.

The library, as well as the lavatory, is handicap-accessible.

The Premise has floor conduits installed for computer network hook-up and for telephone/fax hook-up at the main desk area.

The Premise has its own temperature control so that it can be independently heated apart from the rest of the building.

The Premise entrance is keyed so that it can be effectively and securely locked when not in use. The master key system has strict guidelines on key-control. The tenant is responsible for complying with the master key-control procedure.

The Premise has a ground-level entrance with handicap parking close-by.

The Library District and Library Friends are responsible for repairs/maintenance and replacement of the carpet.

All fire/safety devices are included as part of this public building.

Adequate accessible electrical outlets are provided for the Premise.

The Library will provide its own drop-box for the return of library books.

2 Lease Term

This lease agreement shall commence on July 1, 2013 and terminate on June 30, 2014.

3. Lease Extension

The parties may choose annually to extend this agreement upon such terms as may be agreed upon in writing and signed by the parties at the time of any such extension. The fiscal year for Apache County Library District is July 1 to June 30.

4. Lease Termination

Either party to this Lease may terminate this Lease by giving the other party ninety (90) days written notice addressed to the individual or contact designated in the lease or otherwise designated in writing and

acknowledged by both parties. Landlord may automatically terminate this Lease upon (30) days notice to Tenant for Tenant's nonpayment of rent. The parties hereby acknowledge and agree to the applicability of A.R.S. § 38-511.

5. Purpose

The Tenant may use the Premises for a Branch of the Apache County Library District and for no other purpose.

6. Rent

Tenant shall pay to Landlord as Rent the Amount of Seven Hundred Seventy Six dollars and sixty nine cents (\$776.69) payable (hereinafter the Rent), in advance without demand on or before the First day of each payment period at P.O. Box 45, Greer, AZ 85927, or at such other place as the parties might agree upon.

Landlord shall pay all general real estate and property taxes due during the Lease term on the Premises.

7. Assignment and Subleasing

The tenant shall not assign this Agreement, or sublease or grant any license to use the Premises part thereof without the prior written consent of the Landlord. Any assignment, sublease or license without the prior written consent of the Landlord or an assignment or subleasing by operation of law shall be absolutely null and void and, at the Landlord's option, shall terminate this Agreement.

8. Improvements and Repairs

Tenant shall make no alterations or improvements to the Premises without first obtaining the written consent of the Landlord. The Landlord shall also be solely responsible for repairs or improvements to the structure and to the exterior of the building.

9. Insurance

If the Premises or any other part of the Building is damaged by fire or other casualty resulting from act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for all such repairs.

Landlord shall maintain fire and insurance coverage on the Building and the Premises in amounts as Landlord shall deem appropriate.

Tenant shall be responsible, at its expense, for insurance on all of its personal property, including any items the Tenant has brought into and/or installed-on the Premise.

Tenant-and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with premiums thereon fully paid on or before due date. Such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Each will name the other as an additional insured on their policy and furnish each other with proof of insurance.

Landlord shall not be required to maintain-insurance against thefts within the Premises or the Building.

10. Utilities

Landlord will provide the following utilities water, electricity, sewer, heating and trash pickup. Tenant will be responsible for all its telephone and internet expenses and any other services which may be required.

11. Snow Services

Landlord will provide snow removal, which will include the parking lot, handicapped parking, front sidewalk and front porch.

12. Signs

Tenant may not erect any sign without permission of the Landlord.

13. Parking

Tenant is granted a non exclusive right for use of the common parking areas of the building.

14. Building Rules.

Tenant will comply with rules adopted by the Landlord. Such rules are to be reasonable and submitted in writing.

15. Governing Law.

This lease is governed by the laws of the State of Arizona.

Executed this 3rd day of September, 2013

Signature *Lawrence J. Loucks*
Greer Community Facilities Association

Signature _____
Apache County Library District.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Jail District

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

We would like to enter into an IGA with the White River Apache Tribe to house some of their inmates during there fair.

BOS Meeting Date Requested 09-03-2013

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review: The IGA was Reviewed and approved by Joe young

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to:

Signature Clerk of Board

**AGREEMENT FOR THE HOUSING OF INMATES OF THE WHITE MOUNTAIN
APACHE TRIBE BY THE APACHE COUNTY SHERIFF'S OFFICE**

This Agreement For the Housing of Inmates from the White Mountain Apache Tribe, by the Apache County Sheriff's Office is entered into this ____ day of _____, 2013 by and between the White Mountain Apache Tribe (hereinafter "WMAT, a duly organized Tribe located within the State of Arizona, and Apache County, a duly organized county and political subdivision of the State of Arizona (hereinafter "Apache County"). Each of the separate entities of the WMAT and Apache County may be referred to herein as "Party", and collectively may be referred to as the "Parties").

WITNESSETH

WHEREAS, the Apache County Sheriff's Office oversees and operates the Apache County Adult Detention Facility, for the housing of individuals that have been incarcerated or sentenced to a secured detention facility; and

WHEREAS, Apache County has space available to contract out to other governmental agencies; and

WHEREAS, the WMAT is a recognized Tribe located within the State of Arizona, having the power to enter into contracts, and has a need to obtain secure detention space for adults arrested and/or detained pursuant to lawful process hereinafter called "inmates."

NOW THEREFORE, Apache County and the White Mountain Apache Tribe for consideration and the mutual promises and agreements contained herein, the Parties agree as follows:

I. TERM:

This agreement shall be effective as of 08-28-2013 and shall continue in full force and effect for a period of up to ten (10) days for the housing of inmates by Apache County for the WMAT.

II. INMATES DEFINITION:

An Inmate of the White Mountain Apache Tribe for the purposes of this agreement is:

- a. A person under the jurisdiction of the White Mountain Apache Tribe that is arrested or detained, or
- b. A person under the jurisdiction of the White Mountain Apache Tribe who has been sentenced to a secure detention facility.

III. ACCEPTANCE GUIDELINES:

- a) Apache County shall accept the WMAT Inmates on a space available basis.

Available space shall be determined in the sole discretion of the Apache County Sheriff's Office.

- b) It is mutually agreed and understood that, Apache County provide thirty five (35) spaces for WMAT Inmates (25 male and 10 female) that have already been sentenced by WMAT Courts for a period of up to ten (10) days to alleviate overcrowding during the WMAT Fair.
- c) It is mutually agreed that Apache County, through the Apache County Sheriff's Office, retains the right to refuse to accept any Inmate who appears to be physically injured or suffering from any form of physical or mental illness; for lack of documentation regarding the inmate, and/or for the other sufficient causes.
- d) It is also agreed that in accordance with all applicable Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the Apache County Jail Facility. The Apache County Sheriff's Office will review all White Mountain Apache Tribe arrest warrants, judicial sentencing and medical documents and will have the right of refusal of inmates referred by the WMAT; and the right to return any inmate accepted.

IV. TRANSPORTATION AND COMPENSATION:

- a) Apache County will transport to and from the Apache County Adult Detention Facility the WMAT Inmates. The Inmates will be transported by Apache County during times and days that are most convenient for Apache County based on available staff and vehicles and shall be at the sole discretion of the Apache County Sheriff's Office. Apache County will notify WMAT when an Inmate is transported from the Apache County Adult Detention Facility to appropriate medical services.

V. MEDICAL CARE:

- a) A brief medical history along with any prescribed medication will accompany each Inmate that is being transported into the Apache County Adult Detention Facility.
- b) WMAT agrees to pay for any and all medical care for Inmates while they are detained by Apache County. Any nonemergency in-house medical care provided to a WMAT inmate shall be reimbursed to Apache County by the WMAT. This includes, but not limited to, routine medical care, treatment of all minor medical conditions which may arise during incarceration. Routine medical services would include non-prescription medications, all prescription medications needed for pre-diagnosed illnesses or for illnesses diagnosed while inmates are incarcerated at Apache County such as AIDS, hepatitis, mental health, etc. shall be the sole

responsibility of the WMAT.

- c) Any emergency medical care provided to a WMAT inmate shall be the sole responsibility of the WMAT, and such services shall be billed directly to the White Mountain Apache Tribe. Apache County is not responsible for any medical expenses associated or attributed to a WMAT Inmate. The White Mountain Apache Tribe will be notified as soon as possible of the need to access emergency medical services.

VI. OPERATIONAL GUIDELINES:

- a) It is agreed, once in the custody of the Apache County Sheriff's Office, Apache County shall have complete and total authority over the administration, security, health, safety and well-being of all Inmates housed.
- b) Apache County agrees that the release of Inmate(s) shall be made by the Apache County Sheriff's Office only pursuant to a Written Order of the White Mountain Apache Tribe Tribal Court.
- c) The Parties agree that, if there is any incident at the Apache County Adult Detention Facility, or while an Inmate is in transit to or from the Apache County Adult Detention Facility involving an inmate from the WMAT which requires an investigation, such incident shall be referred to the local law enforcement agency for investigation and a report made to both the WMAT and Apache County Sheriff's Office.

VII. COST/RATE:

- a) In consideration of the service of housing Inmates from the WMAT, the following amount shall be paid to the Apache County Sheriff's Office at a general detention rate of fifty-five dollars (\$55.00) per day, per Inmate, based on a twenty-four (24) hour period.
- b) In addition to the above cost, the WMAT shall reimburse Apache County for all medical, dental, and/or pharmaceutical expenses incurred by, or on behalf of, Inmates arising out of injuries or illnesses of, or to, the inmate's arrest. This is a Cost Reimbursement Basis.

VIII. INVOICE PROCEDURE:

- a) Apache County shall invoice the WMAT on a monthly basis based on the records maintained by the facility.
- b) WMAT shall pay the invoices within thirty (30) days of the receipt of the invoice.

PAYMENTS PAYABLE TO:

Apache County Jail District
P.O. Box 518 St. Johns AZ
85936

IX. INDEMNIFICATION:

WMAT agrees to defend, indemnify and hold harmless Apache County, its elected officials, agents and employees, from and against any and all claims, actions suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by person, persons, or property arising out of or resulting from the services performed on behalf of the WMAT under this Agreement or by any reason asserted act or omission, neglected or misconduct of WMAT or WMAT's agents or employees or any subcontractor or its agent or employees. Apache County shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by them, or on their behalf, in connection with any such Proceeding or any claim, issue or matter therein, arising from a WMAT Inmate, if the Apache County acted in good faith and in a manner Apache County reasonably believed to be in or not opposed to the best interests of the WMAT or the WMAT Inmate.

X. SOVEREIGN IMMUNITY:

Nothing in this Agreement is intended nor shall be construed as a waiver of the White Mountain Apache Tribe's sovereign immunity from suit or of the Apache County's immunity from suit.

XI. APPLICABLE LAW:

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The Parties further agree that in the event of any dispute, venue is appropriate in the Superior Court in Apache County.

XII. DEFAULT:

In the event of default of any term of this contract, any party shall have the right to serve notice of the default and give thirty (30) days in which the defaulting party can cure the default. Notice is hereby deemed to have been given if: (a) written notice is hand-delivered to the Party at their respective office(s); or (b) the written notice is mailed by first class mail to their respective office addresses.

XIII. TERMINATION:

This agreement may be terminated by either party, with or without cause, by providing written notice to the other party at least thirty (30) calendar days prior to the effective

termination. Notice of termination shall be deemed to have been given if delivered in accordance with section eleven (11) above. If termination occurs, all WMAT Inmates shall be transported from the Apache County Adult Detention Facility to the WMAT facilities.

XIV. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral, written, whether previous to the execution hereof or contemporaneous herewith. The Agreement may be amended only by the written consent of both parties.

XV. APPROVAL REQUIRED:

This Agreement shall not become effective or binding until approved by the Apache County Board of Supervisors and the White Mountain Apache Tribe.

DONE THIS _____ DAY OF _____, 2013.

APACHE COUNTY

Tom White Jr. Chairman
Apache County Board of Supervisors

Date: _____

WHITE MOUNTAIN APACHE TRIBE

RONNIE LUPE, Tribal Chairman
White Mountain Apache Tribe

Date: _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Jail District

Date: 09/03/2013 Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request review and authorization of a request for a salary increase of the annual salary of Jail Sergeant Ruben Garcia by \$1,000.00 per year. This request is made in light of Sgt. Garcia's 25 years of service and his experience and expertise in the Apache County Jail.

Date & Time Needed: _____

Review Routing: //Legal//Finance//Purchasing//Human Resource//Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: _____

Signature Clerk of Board

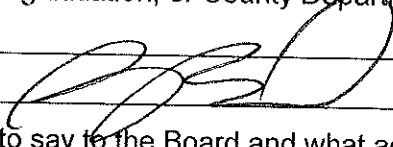
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Date/time: _____

Submitter's Name: (Individual, Organization, or County Department)

COUNTY MANAGER'S OFFICE

Date/Signature: _____



Describe in detail what you want to say to the Board and what action you want the Board to take:

CALL TO THE PUBLIC

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: _____

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

RECEIVED

AUG 26 2013

Board of Supervisors
Apache County, AZ

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.**

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: Cpl. Joe McCarthy American Legion Auxiliary
2. Non-Profit/I.R.S. Tax Exempt Number: 01-0920632
3. The organization is a: (check one box only)
- Charitable Fraternal (must have regular membership and in existence for over 5 years)
- Civic Religious Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? on-site consumption off-site consumption (auction) both
- Community Oktoberfest

5. Location of the event: Concho Lions Club Park Concho Apache 85924

Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Avenenti Ann Ryerson 06/23/45

Last First Middle Date of Birth

7. Applicant's Mailing Address: PO Box 468 Concho AZ 85924

Street City State Zip

8. Phone Numbers: (928) 337-2951 (520) 668-4142 ()

Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>10/5/2013</u>	<u>Saturday</u>	<u>9:00 A.M.</u>	<u>6:00 P.M.</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 3 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Cpl. Joe McCarthy American Legion Auxiliary 50%
Percentage

Address PO Box 476, Concho AZ 85924

Name Cpl. Joe McCarthy American Legion Post 50%
Percentage

Address PO Box 536, Concho AZ 85924

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

 # POLICE Fencing
4 # Security personnel Barriers

American Legion Members
Tenar Snow Fencing-200ft and 10 fence posts

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

(ATTACH COPY OF AGREEMENT)

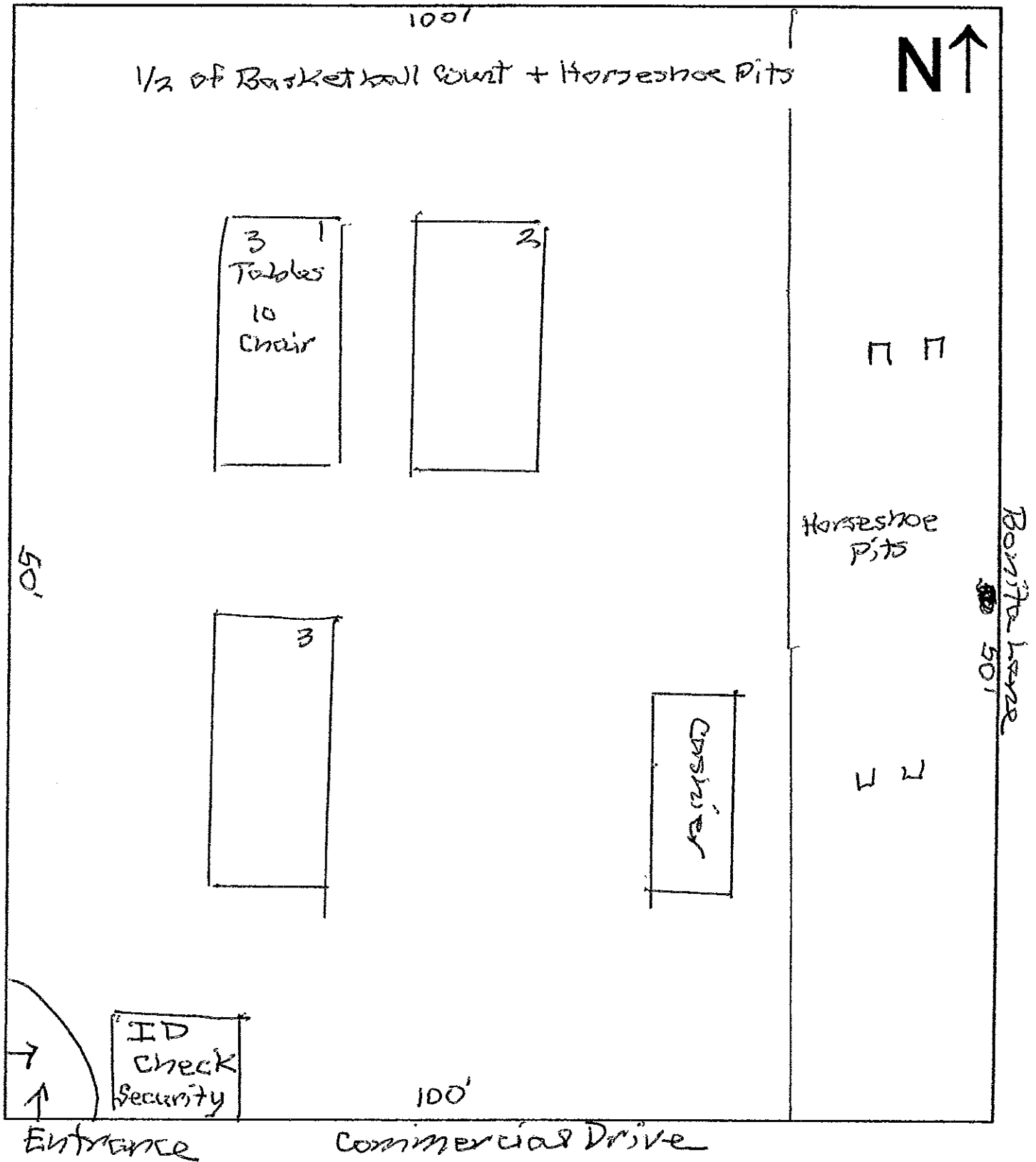
N/A ()
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

CONCRETE LEASONS ELWOOD PARK 200' X 600' WITH 2 PORTA-POTTIES
COMMERCIAL DRIVE, CONCHO, APACHE COUNTY 85924



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Ann Ryerson Avenenti declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6 to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Ann Ryerson Avenenti Secretary/Treasurer/Membership 10/26/13 (520) 668-4142
 (Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Apache
 The foregoing instrument was acknowledged before me this 26th August 2013
 Day Month Year

My Commission expires on: 01/04/2016 Christine M. Bennett
 (Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Ann Ryerson Avenenti declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

Ann Ryerson Avenenti State of Arizona County of Apache
 (Signature) (Title/Position) (Date) (Phone #)



The foregoing instrument was acknowledged before me this 26th August 2013
 Day Month Year

My commission expires on: 01/04/2016 Christine M. Bennett
 (Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLIC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
August 5, 2013
St. Johns, Arizona

Present were: Vice Chairman Barry Weller and Supervisor Joe Shirley, Jr. Also present, County Manager/Clerk of the Board Delwin Wengert and County Attorney Michael Whiting. Chairman Tom M. White, Jr. and Attorney Joe Young participated via the telephone.

Chairman White called to order the Apache County Board of Supervisors meeting, the Public Health Services District meeting and the Library District meeting at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance. Chairman White stated that he was also conducting a meeting in Albuquerque and after the budget is considered he would need to excuse himself to go back to his other meeting.

Ryan Patterson gave the invocation.

Delwin Wengert led the Pledge of Allegiance.

Mr. Wengert presented the public hearing for discussion and possible approval of the 2013-2014 Final Budget and the notification of the Truth in Taxation increase. Ryan Patterson, Finance Director presented the final budget and notice of Truth in Taxation increase. Mr. Patterson stated that the primary property tax will go from \$43.28 to \$45.93, an increase of \$2.65 for every \$100,000 assessed, an increase of 6%. Chairman White opened the floor for public comment. Hearing none, **Mr. Shirley moved to approve the budget, seconded by Mr. Weller who stated that he will be voting to not approve the budget because it has a tax increase and stated that he finds it interesting that no one from the public is here to discuss this.** Mr. Weller stated that he does not feel as a county that we need to raise the taxes. Motion passed 2-1 with Mr. Weller voting nay.

APACHE COUNTY RESOLUTION FOR THE ADOPTION
OF THE BUDGET FISCAL YEAR 2013-2014
RESOLUTION NO 2013-14

WHEREAS, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on July 9, 2013 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Apache County, and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Board met on August 5, 2013, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Board would meet on August 5, 2013, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. §42-17051(A),

THEREFORE BE IT RESOLVED, that said estimates of revenues and expenditures/expenses shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of Apache County for the fiscal year 2013-2014.

Passed and adopted by the Board of Supervisors of Apache County, this 5th day of August, 2013.

/s/ Tom M. White, Jr.
Chairman, Board of Supervisors

ATTEST:

/s/ Delwin Wengert
Clerk, Board of Supervisors

Chairman White excused himself from the meeting and asked Vice Chairman Weller to conduct the rest of the meeting.

Judge Donna Grimsley presented the recognition of the retirement of CASA Program Coordinator Diana Ryan and thanked her for her service. Judge Grimsley provided an overview of Ms. Ryan's history with the County and stated that she will be missed very much. Mr. Weller thanked Ms. Ryan for her service.

There was no one wanting to address the Board during call to the public.

Mr. Wengert presented a public hearing for consideration and possible approval of the formation of the Concho Wastewater Improvement District. Mr. Weller opened the floor for the public hearing.

Don Borg, a resident of Concho stated that he was in support of the creation of the district and asked to be involved in the formation.

Steve Wene, the attorney for the district addressed the Board and stated that he was available to answer any questions the Board may have and provided the background on the reason why the district was being formed. Mr. Weller stated that he is leaning toward tabling this issue until he has more time to review the issue but wanted to hold the hearing and get public input. A discussion was held with County Attorney Michael Whiting, Mr. Wene and Mr. Weller regarding the impact that tabling the issue would cause. Mr. Weller stated that he would schedule a meeting as soon as possible to review the information.

Max Baca, a resident of Concho, stated that he supports the formation of the wastewater district but thinks it needs to be a water district as well and to also include all of old Concho since the water lines there are inadequate.

Mr. Weller moved to continue the item until another meeting could be scheduled, seconded by Mr. Shirley. Motion passed.

Mr. Wengert presented the Consent items A-G. **Mr. Shirley moved approval, seconded by Mr.**

Weller. County Manager/Clerk of the Board: A. Request approval of minutes dated July 9, 2013 and August 16, 2013. B. Request approval of demands dated July 16, to August 5, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount VERITAS RESEARCH CONSULTING 5,197.50 APACHE COUNTY MEDICAL 144,954.00 APACHE COUNTY TAX WITHHOLDING 123,494.33 AZ STATE RETIREMENT SYSTEM 81,721.00 COLONIAL LIFE AND ACCIDENT INS 1,314.78 CORRECTIONS OFFICER RET PLAN 8,892.35 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,097.39 MERITAIN HEALTH FLEXIBLE SPENDING 1,299.13 MUTUAL OF OMAHA 1,148.83 NATIONWIDE 1,515.00 PUBLIC SAFETY PERSONNEL 401 14,631.77 PUBLIC SAFETY SHERIFF RET 28,051.25 SECURITY BENEFIT GROUP 1,796.00 SUPPORT PAYMENT CLEARINGHOUSE 2,671.68 AMIGO CHEVROLET 2,355.48 ARIZONA YOUTH PARTNERSHIP 6,250.00 AZ DEPT OF REVENUE 2,193.01 BANK OF THE WEST 1,759.99 BAUMAN HOME AND AUTO INC 1,115.15 CABINETS SOUTHWEST INC 1,385.56 CRISS CANDELARIA LAW OFFICE 3,092.91 D & H PETROLEUM & ENVIRONMENTAL SERVICES 28,303.73 DIAMOND DRUGS INC 1,768.49 GOODYEAR AUTO SERVICE 4,932.96 HATCH CONSTRUCTION 4,713.12 NAVOPACHE ELECTRIC COOPERATIVE 2,943.06 NEUROPSYCHOLOGY CLINIC PC 1,575.00 NEWMAN SIGNS INC 2,037.06 OFFICE DEPOT 1,078.08 PROFESSIONAL DISPATCH MANAGEMENT 1,000.00 QUILL CORP 1,041.28 SUMMIT HEALTHCARE ASSOCIATION INC 2,146.07 TOWN OF EAGAR 6,703.61 UNIVERSAL FLEET CARD 2,077.70 US GEOLOGICAL SURVEY 7,500.00 VERITAS RESEARCH CONSULTING 1,189.41 VERIZON WIRELESS 1,160.26 YOUNGS FUTURE TIRE 1,892.94 AMIGOS LIBRARY SERVICES 1,500.00 AZ STATE GOVERNMENT 5,000.00 AZLGEBT 287,334.89 BARNES, PATRICIA M 3,745.00 BINGHAM EQUIPMENT COMPANY 31,868.74 BLUE HILLS ENVIRONMENTAL 1,444.07 BRADCO 41,640.87 CDW GOVERNMENT LLC 1,809.93 COLORADO CUSTOMWARE INC 69,654.00 CORE ADVANCED TECHNOLOGIES 1,600.00 FRONTIER 3,447.42 INGRAM LIBRARY SERVICES 2,310.42 KEN'S UPHOLSTERY 1,780.16 NAVOPACHE ELECTRIC COOPERATIVE 10,994.85 WELLS FARGO BANK 1,086.96 WILLIAMS LAW GROUP PLLC 8,500.00 YOUNGS FUTURE TIRE 1,661.67 COMMUNITY COUNSELING CENTERS INC 7,680.00 CREATIVE PRODUCT SOURCE INC 2,786.07 PATTERSON, RYAN N 1,428.43 PUBLIC SAFETY PERSONNEL 401 1,450.00 AZ COUNTIES WORKERS COMPENSATION PLAN 59,462.71 AMAZON COM INC 3,731.10 DAVID J MARTIN PLLC 1,384.00 HATCH MOTOR COMPANY SNOWFLAKE 39,692.53 KATHLEEN M MCGUIRE PSY D LLC 1,955.00 NAVOPACHE ELECTRIC COOPERATIVE 4,013.18 QUILL CORP 1,281.49 RESERVE ACCOUNT 5,000.00 RYAN, DIANA 1,136.33 SHELL OIL 1,971.67 THOMSON REUTERS WEST 1,780.44 VERIZON WIRELESS 1,101.67 WHITE MOUNTAIN PUBLISHING CO 1,136.81 WOODLAND BUILDING CENTER 1,011.61 ADHS AZ HEALTH CARE COST 22,400.00 AGUERO, ROBIN R 1,215.40 AVAYA COMMUNICATIONS 1,381.19 AZ DEPT OF ECONOMIC SECURITY 13,984.16 EMPIRE MACHINERY 2,540.13 FRONTIER 7,135.37 INGRAM LIBRARY SERVICES 4,772.33 MERCK SHARP & DOHME CORP 1,274.79 NOBLE, DAVID 9,000.00 PATTERSON, DANA BRYCE 8,500.00 QUILL CORP 1,722.63 YOUNGS FUTURE TIRE 4,105.94 LAW OFFICE OF MARSHA GREGORY 8,500.00 APACHE COUNTY MEDICAL 144,118.00 APACHE COUNTY TAX WITHHOLDING 130,287.94 AZ STATE

RETIREMENT SYSTEM 83,868.09 COLONIAL LIFE AND ACCIDENT INS 1,314.78
CORRECTIONS OFFICER RET PLAN 8,877.47 CORRECTIONS OFFICER RETIREMENT
PLAN 520 3,889.92 MERITAIN HEALTH FLEXIBLE SPENDING 1,299.13 MUTUAL OF
OMAHA 1,148.83 NATIONWIDE 1,490.00 PUBLIC SAFETY PERSONNEL
401 14,631.77 PUBLIC SAFETY SHERIFF RET 29,448.30 SECURITY BENEFIT GROUP
1,796.00 SUPPORT PAYMENT CLEARINGHOUSE 2,671.68 ENVIROSYSTEMS
MANAGEMENT INC 3,700.75 GMCO CORPORATION 24,791.76 HILLYARD INC
2,769.57 LOCK, ROBERT E 4,772.76 ST JOHNS CITY 5,035.25 THE GUIDANCE CENTER
1,350.00 TWIN CITY HARDWARE - TCH SOUTHWEST 3,466.43 US DEPARTMENT OF
AGRICULTURE 3,876.07 YAVAPAI COUNTY GOVERNMENT 8,500.00 TRINITY
SERVICES GROUP INC 14,800.41 AMIGO CHEVROLET 1,991.22 EMPIRE
MACHINERY 63,045.00 FRONTIER 2,676.80 HANSEN, DAVID 2,250.00 HILLYARD
INC 1,751.46 NAVOPACHE ELECTRIC COOPERATIVE 1,384.17 PERFECT PRINTZ LLC
1,150.65 QUILL CORP 1,778.83 SAN DIEGO POLICE EQUIPMENT 4,370.15
SECURUS TECHNOLOGIES INC 1,264.01 ST JOHNS EMERGENCY SERVICE 2,437.12
THE PC PLACE II INC 1,260.00 VERITAS RESEARCH CONSULTING 4,014.24
VERIZON WIRELESS 1,774.75 WESTERN DETENTION PRODUCTS INC 1,626.41
WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,438.97 BANK OF THE WEST
4,109.80 Personnel Items: C. Probation Services: Request authorization to remove the following
from probationary status: Valerie Briscoe-George effective July 18, 2013, Barbara Vasquez
effective June 19, 2013, Dr. Scott Hamblin effective May 5, 2013 and Efren Solis, effective July
8, 2013 all with the 2.5% end of probation increase. D. Superior Court: Request authorization to
pay the accumulated sick leave balance for Diana Ryan as outlined in Human Resources Policy,
Section 3.25. Community Development Department: E. Request approval of a Conditional Use
Permit for Diana Turner to place a 2nd residence on Cedar Ridge Unit 1 lot 4, property located
north of St. Johns on parcel 204-52-004. F. Request approval of a Conditional Use Permit for
CellularOne Communications to build a 180' self-supporting telecommunications tower near
Lyman Lake. Property is located near St. Johns on parcel 108-37-027. G. Request approval of a
Conditional Use Permit for CellularOne Communications to build a 180' self-supporting
telecommunications tower in Witch Wells Ranches, located near St. Johns on parcel 205-13-064.
Motion passed.

Judge Donna Grimsley, Superior Court, requested approval to eliminate the Juvenile Probation
Department CASA Coordinator position, range 45 and hire a CASA Program Manager to fill the
staff vacancy created by the retirement of Diana Ryan and the position is 100% state funded. **Mr.
Shirley moved approval, seconded by Mr. Weller.** Motion passed.

Judge Roberta Reed, Round Valley Justice Court, requested approval of a 3% salary increase
totaling \$950 for Patricia Reza due to longevity and her increased leadership role with the court.
Mr. Shirley moved approval, seconded by Mr. Weller. A discussion was held regarding the
availability of the funding for the increase. Motion passed.

Judge Roberta Reed, Round Valley Justice Court, requested approval to convert the vacant full
time Clerk III position to part time (20 hours per week) and fill the vacancy. **Mr. Shirley moved
approval, seconded by Mr. Weller.** Vote was unanimous.

Lyle Lefevre, Information Technology Director, requested approval to hire Kent Eagar for the vacant position of Network Administrator at a salary of \$46,593.00 based on his experience and will be working exclusively with the Assessor and Treasurer offices to ensure the success of the Tyler software project. **Mr. Shirley moved approval, seconded by Mr. Weller.** A discussion was held regarding the budgeting for the position. Motion passed.

Michael Whiting County Attorney, requested approval of Arizona Criminal Justice Commission Victims Compensations Grant, #CV-14-049 in the amount of \$59,366, awarded for FY14. **Mr. Weller moved to table the item until he has time to review the grant in detail and stated that he will be requiring grants and large issues with lots of reading and studying involved, be submitted to him 2 weeks prior to the Board meeting. Mr. Shirley seconded the motion.** Motion passed.

Ferrin Crosby, County Engineer requested approval to enter into an Intergovernmental Agreement with the Forest Service on Forest Road 249 to pave the road from Alpine to Big Lake and provided an overview of the agreement. **Mr. Shirley moved approval, seconded by Mr. Weller.** Motion passed.

Ferrin Crosby, County Engineer approval of Resource Advisory Committee (RAC) Grants from USDA for road material to be applied to County Road 4140 in the amount of \$61,750 and County Road 3140 in the amount of \$96,996.90 within USFS road easements. A discussion was held regarding the road projects. **Mr. Shirley moved approval, seconded by Mr. Weller.** A discussion was held regarding the County's financial responsibility in the projects. Motion passed.

Mr. Wengert presented the notification of the Governor's Proclamation designating August as Child Support Awareness Month. **Mr. Shirley moved approval seconded by Mr. Weller.** Motion passed.

Mr. Weller presented the item for a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) consider and possibly vacate the appointment of Carlyle W. Begay as State Senator given recently discovered information that such appointment may have been void as not complying with applicable constitutional provisions. **Mr. Shirley stated that he did not see a need for an executive session and it is appropriate to vacate what the Board put in place regarding Carlyle W. Begay and made the motion to not go into executive session and vacate Mr. Begay from the recently appointed position.** Hearing no second, the item died for lack of a second.

Mr. Weller stated that since there was no action taken regarding the nomination of Carlyle Begay, there is no need to re-appoint the Citizens Panel previously established pursuant to A.R.S. 41-1202, the purpose of which is to propose the names of three qualified electors of Apache County from which the Board of Supervisors will select an appointee to fill the State Senator position recently vacated by the resignation of Senator Jack Jackson. Mr. Weller stated that there is a legal opinion coming from the State that indicates the appointment would stand. No action was taken.

Mr. Shirley moved to adjourn the regular meeting, seconded by Mr. Weller. Motion passed.

Vice Chairman Weller called to order the Health District items.

Chris Sexton, Health Director, requested approval of an Intergovernmental Agreement Tuberculosis Control Program, Contract #ADHS13-048905. Mr. Sexton stated that the purpose of this funding is to supplement Apache County Health Department activities to prevent and control tuberculosis in order to achieve the National and State TB program objectives as specified in the Centers for Disease Control and Prevention TB Cooperative Agreement. **Mr. Shirley moved approval, seconded by Mr. Weller.** A discussion was held regarding tuberculosis within the county. Motion passed.

Chris Sexton, Health Director presented the public hearing for discussion and possible adoption of the Apache County Public Health Services District Clinical Services Fee Schedule. Mr. Weller opened the floor for public comment. Hearing none, **Mr. Shirley moved approval, seconded by Mr. Weller.** Motion passed.

Mr. Shirley moved to adjourn the Public health Services District meeting, seconded by Mr. Weller. Motion passed.

Vice Chairman Weller called to order the Library District meeting.

Judith Pepple, Library Director, requested approval to convert the vacant Librarian III at the Round Valley Library to a Library Manager. A discussion was held regarding the reason for the change which resulted in a \$9,879 savings. **Mr. Shirley moved approval, seconded by Mr. Weller.** Motion passed.

Mr. Shirley moved to adjourn the Library District meeting, seconded by Mr. Weller. Motion passed.

Approved this 3rd day of September, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

August 12, 2013
St. Johns, Arizona

Present were: Chairman Tom M. White, Jr., Vice Chairman Barry Weller and County Manager/Clerk of the Board Delwin Wengert. Supervisor Joe Shirley, Jr., and Attorney Joe Young participated via the telephone.

Chairman White called to order the Apache County Board of Supervisors meeting, the Public Health Services District meeting and the Jail District meeting at 8:33 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Chris Sexton gave the invocation.

Ryan Patterson led the Pledge of Allegiance.

Chairman White called for the Public Health Services District items.

Chris Sexton, Health Director, requested approval of Intergovernmental Agreement #ADHS11-006947 Health Start Program, Amendment #2 to revise or remove terms and conditions language, extend the contract through September 30, 2014 and revise the pricing in the amount of \$115,000. **Mr. Weller moved approval, seconded by Mr. Shirley. Vote was unanimous.**

Mr. Weller moved to adjourn the Public Health Services meeting, seconded by Mr. Shirley. Vote was unanimous.

Chairman White called for the Jail District items.

Chief Deputy Brannan Eagar, requested approval of an Intergovernmental Agreement with the St. Johns School District for the professional services of their Psychologist (currently Dr. Jim Stafnik) to perform Psychological Education Evaluations on inmates who qualify for special education. Chaif Eagar stated that the fee is \$425 per basic evaluation and the \$75.00 an hour for any consultations or attendance at meetings. Chief Eagar stated that the County currently has no one employed that has the qualifications to complete the evaluations. Mr. Weller stated that he will be abstaining from voting on this item since Mr. Stafnik is a friend. **Mr. Shirley moved approval, seconded by Mr. White. Motion passed 2-1 with Mr. Weller abstaining.**

Chief Deputy Brannan Eagar, requested approval to purchase a 2013 Dodge 3500 4x4 diesel multi-prisoner transport vehicle utilizing Southwest Border funds and County procurement policy, at a not to exceed cost of \$94,178.00. **Mr. Shirley moved approval, seconded by Mr. Weller.** A discussion was held regarding the requirements of using Southwest Border funds. Vote was unanimous.

Mr. Weller moved to adjourn the Jail District meeting, seconded by Mr. Shirley. Vote was unanimous.

Chairman White called for the regular agenda items.

There was no one wanting to address the Board during call to the public.

Mr. Wengert presented the Consent Items A & B. **Mr. Shirley moved approval, seconded by Mr. Weller.** County Manager/Clerk of the Board: A. Request approval of minutes dated July 31, 2013. B. Request approval of demands dated August 5, 2013 to August 12, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount AZ SUPREME COURT 24,185.00 BRADCO 59,469.11 CELLULAR ONE NE AZ 1,515.20 COYOTE DRILLING INC 19,570.01 DESERT MOUNTAIN CORPORATION 15,872.45 EMPIRE MACHINERY 5,114.52 FERGUSON DOOR & OPERATOR INC 1,651.76 FRONTIER 2,396.05 GMCO CORPORATION 10,362.30 HAMBLIN, BRYCE MARK 2,248.50 HIGH 5 DESIGN 3,339.69 HILLYARD INC 1,779.99 HORIZON DISTRIBUTORS INC 2,065.77 LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC 4,314.51 NORTHEAST ARIZONA TRAINING CENTER INC 1,000.00 NORTHERN SAFETY COMPANY INC 6,049.14 QUILL CORP 3,341.05 ST JOHNS CITY 2,185.03 STAPLES CREDIT PLAN 1,744.09 SYMBOL ARTS 3,395.00 TYLER TECHNOLOGIES INC 1,470.00 WWW.WRIST-BAND.COM 4,237.85 YOUNG, JOSEPH 6,890.00 YOUNGS FUTURE TIRE 5,188.21 Vote was unanimous.

Malena Bazarro, Grants Manager, requested approval of an amendment to Grant #WFHF09-006 between Apache County and Arizona State Forestry. The amendment adds \$24,550 to the existing agreement for hazardous fuels treatment to continue on the 26 Bar property in Eagar, Arizona. **Mr. Weller moved approval, seconded by Mr. Shirley.** A discussion was held regarding the reasons for additional funding. Vote was unanimous.

Joe Young on behalf of the County Attorney's Office, requested approval of Arizona Criminal Justice Commission Victims Compensations Grant, #CV-14-049 in the amount of \$59,366, awarded for FY14. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Joe Young on behalf of the County Attorney's Office, requested approval of Arizona Attorney General's Victim's Rights Program award in the amount of \$28,600 awarded for FY2014. **Mr. Shirley moved approval, seconded by Mr. Shirley.** Mr. Weller again stated that all departments need to get the backup information to him 2 weeks prior to the Board meeting on all grants and major issues so he has time to review the information. Vote was unanimous.

Mr. Wengert provided notification of the Arizona Association of Counties Leadership Summit on August 20 -22, 2013 at the Wigwam Resort, 300 Wigwam Blvd in Litchfield Park, Arizona. **No action was needed or taken.**

Mr. White provided notification of the Northern Arizona Council of Governments (NACOG) meeting on August 22, 2013 at the High Country Conference Center, 201 West Butler Avenue, Flagstaff, Arizona at 9:00 a.m. **No action was needed or taken.**

Mr. Wengert provided notification of a special Apache County Board of Supervisors meeting to be held on August 19, 2013 at 8:30 a.m. **No action was needed or taken.**

Joe Young, on behalf of the County Attorney's Office presented the item for a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A0(3) consideration and possible approval of an offer of judgment extended to County and other governmental entities and possible settlement before mediation and further litigation in case numbers TX2010-000067/TX2013-000241 relating to prior year tax valuations and between Transwestern Pipeline, LLC and Apache County, Arizona Department of Revenue and six other counties. Mr. Young provided an overview of the issue to the Board. Mr. Weller stated that with the explanation of the issue more clear, he did not see a need for an executive session and Mr. Shirley agreed **Mr. Weller made the motion to take no action at this time, seconded by Mr. Shirley. Vote was unanimous.**

Mr. Shirley moved to adjourn, seconded by Mr. Weller. Vote was unanimous.

Approved this 3rd day of September, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Court

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
 BOARD OF SUPERVISORS MEETING
 August 19, 2013
 St. Johns, Arizona

Present were: Vice Chairman Barry Weller and County Manager/Clerk of the Board Delwin Wengert. Chairman Tom M. White, Jr. and Supervisor Joe Shirley, Jr. participated via the telephone.

Chairman White called to order the Apache County Board of Supervisors meeting, at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Ryan Patterson led the Pledge of Allegiance.

Ryan Patterson, Finance Director presented the item for possible adoption of the Property Tax Levy for 2013-2014. MR. Patterson stated that the tax rates have not changed from the approved budget and the only thing added are the school and special districts that are set by their own Boards. **Mr. Shirley moved to adopt, Mr. Weller seconded the motion.** Chairman White asked if there was anyone wanting to speak on this item. Mr. Weller stated that he would continue to not support any tax increase to the taxpayer of this county and would be voting against the item. Motion passed 2-1 with Mr. Weller voting nay.

**RESOLUTION NO.
 2013-15**

	<u>RATE</u>	<u>ASSESSED VALUE</u>	<u>AMOUNT PRODUCED</u>
STATE OF ARIZONA	-	-	-
		525,723,278	
APACHE COUNTY			
Primary:			
County	0.4593	525,723,278	2,414,647
County Schools Equalization	<u>0.5123</u>	525,723,278	2,693,280
Total Primary Rate	<u>0.9716</u>		
Secondary:			
General Fund Override		531,638,110	-
Library District		531,638,110	1,148,338
Public Health District	0.2160	531,638,110	677,307
Jail District	0.1274	531,638,110	677,307

	0.2000	531,638,110	1,063,276
Juvenile Jail District			
	0.0930	531,638,110	494,423
Jr. College Tuition			
	0.2982	531,638,110	1,585,345
Post 2ndry Education			
	0.1000	531,638,110	531,638
Flood Control	-		-
		223,646,043	
Library Construction Bond			
	0.0813	531,638,110	432,222
Fire Dist. Assistance			
	<u>0.0812</u>	531,638,110	431,690
Total Secondary Rate	<u><u>1.1971</u></u>		
TOWN OF EAGAR			
Primary	-		-
		23,573,834	
Secondary	-		-
		23,936,599	
TOWN OF SPRINGERVILLE			
Primary	-		-
		10,007,818	
Secondary	-		-
		10,186,920	
CITY OF ST. JOHNS			
Primary	-		-
		10,957,763	
Secondary	-		-
		11,134,663	
ST. JOHNS SCHOOL #1			
Primary	3.2986	36,269,174	1,196,375
Secondary	0.4034	37,084,377	149,598
CONCHO SCHOOL #6			
Primary	3.6045	28,027,610	1,010,255
Secondary	0.4013	28,341,621	113,735
ALPINE SCHOOL #7			
Primary	2.5991	21,308,834	553,838
Secondary		22,254,583	-

WINDOW ROCK SCHOOL #8			
Primary		15,317,109	-
Secondary	2.4626	15,328,438	377,478
VERNON SCHOOL #9			
Primary	3.1269	21,615,710	675,902
Secondary		22,232,312	-
ROUND VALLEY SCHOOL #10			
Primary	1.6792	356,631,494	5,988,556
Secondary	0.4592	359,619,623	1,651,373
SANDERS SCHOOL #18			
Primary	-	16,770,399	-
Secondary	-	16,994,208	-
GANADO SCHOOL #20			
Primary	-	25,266,989	-
Secondary	-	25,266,989	-
McNARY SCHOOL #23			
Primary	-	788,327	-
Secondary	-	788,327	-
CHINLE SCHOOL #24			
Primary	-	2,712,928	-
Secondary	-	2,712,928	-
RED MESA SCHOOL #27			
Primary	-	1,014,704	-
Secondary	-	1,014,704	-
CONCHO FIRE DISTRICT	2.4607	5,707,618	140,447
GREER FIRE DISTRICT	1.5588	24,338,329	379,386
PUERCO VALLEY FIRE DISTRICT	2.9836	13,493,100	402,580

GANADO FIRE DISTRICT	3.2500	25,266,989	821,177
GANADO FIRE DISTRICT (Bond)	0.3333	25,266,989	84,215
ALPINE FIRE DISTRICT	1.4000	21,025,718	294,360
VERNON FIRE DISTRICT	3.0666	18,686,669	573,045
NUTRIOSO FIRE DISTRICT	1.4775	10,427,824	154,071
ALPINE SANITARY DISTRICT	1.6500	7,598,968	125,383
ALPINE DOMESTIC WID	-	7,598,968	-
NAVAPACHE HOSPITAL DISTRICT	-	806,059	-
OJO BONITO WATER DISTRICT	-	446,122	-
VERNON WATER DISTRICT	-	227,443	-
LITTLE COLO. SANITARY	0.4733	22,478,530	106,391
WHITE MOUNTAIN HCD	0.4262	140,035,813	596,833
NO. APACHE COUNTY HCD	3.0096	61,317,267	1,845,404
NO. ARIZONA VIT	0.0500	396,704,000	198,352
NATIVE	0.0500	61,317,267	30,659

APPROVED:

/s/ Tom M. White, Jr.
 Chairman, Board of
 Supervisors

ATTEST:

/s/ Delwin Wengert
 Clerk, Board of Supervisors

Ferrin Crosby, County Engineer requested the item to enter into an Intergovernmental Agreement with Tucson Electric Power for the purpose of repaving County Road 4162 be tabled. **Mr. Weller moved to table the item, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer requested the item to amend the Intergovernmental Agreement with Arizona Department of Transportation, Contract P0012012001925 be tabled. Mr. Crosby stated that the Agreement has not yet been approved by the County Attorney so he requested the item be tabled. **Mr. Shirley moved to table the item, seconded by Mr. Weller.** Vote was unanimous.

Ferrin Crosby, County Engineer requested approval for a survey and cost estimate by County Engineer on N3114 and roads in the Wilderness Subdivision per petition by property owners. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated that there were petitions submitted to the County requesting to look into the roads and these people have been trying to get this done for years and he agrees that the roads need assistance. Mr. Weller stated that he supports obtaining a survey and cost estimate related to these roads to see what can be done. Vote was unanimous.

Mr. Wengert presented notification of possible attendance by the Apache County Board of Supervisors at a tour of the Eagar Sawmill with Representative Ann Kirkpatrick on August 19, 2013 at 3:30 p.m. located on Old Water Canyon Road, in Eagar, Arizona. No action was needed or taken.

Mr. Weller moved approval, seconded by Mr. Shirley. Vote was unanimous.

Approved this 3rd day of September, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

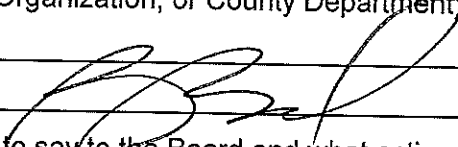
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

COUNTY MANAGER'S OFFICE

Date/Signature: _____



Describe in detail what you want to say to the Board and what action you want the Board to take:

APPROVAL OF DEMANDS

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

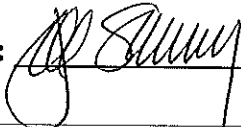
/ /Approved / /Disapproved / /Deleted / /Continued to: _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County District One

Date:
AUG 08 2013

Signature:  _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

District One requesting authorization to remove Randy Bia from probationary status effective August 11, 2013 with the 2.5% end of probation increase..

Date & Time Needed: August 22, 2013

Review Routing: //Legal//Finance//Purchasing//Human Resource//Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: _____

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II**

Date: 08/15/13 Signature: verbal per **SUPERVISOR WHITE**

Describe in detail what you want to say to the Board and what action you want the Board to take:

District II request authorization to extend Robert Owens temporary employment for an additional 90 days.

Date & Time Needed: _____

Review Routing: / /Legal/ /Finance/ /Purchasing/ /Human Resource/ /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II**

Date: **08/19/2013**

Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

District II request authorization to hire a temporary Administrative Assistant III for 90 days at \$12.79 per hour.

Date & Time Needed: _____

Review Routing: / /Legal/ /Finance/ /Purchasing/ /Human Resource/ /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II**

Date: **08/15/13** Signature: verbal per SUPERVISOR WHITE

Describe in detail what you want to say to the Board and what action you want the Board to take:

District II request authorization to remove Wacey Begaye from probationary status with 2.5% end of probationary increase effective 08/11/2013.

Date & Time Needed: _____

Review Routing: / /Legal/ /Finance/ /Purchasing/ /Human Resource/ /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: CLERK OF THE COURT

Date: 8/13/13

Signature: [Handwritten Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:

Clerk of the Court requests permission to hire a Temporary Courtroom Clerk I for 120 days. This position will be funded from the Clerk's non-general fund accounts as budgeted.

Date & Time Needed: Sept. 2013

Review Routing: //Legal//Finance//Purchasing//Human Resource//Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Handwritten Signature]

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: _____

Signature Clerk of Board _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 8/8/13

Signature: *[Handwritten Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request authorization to: Adjust the part time temporary Administrative Assistant II (Mae Clark) from 19 hours a week to full time temporary Administrative Assistant II 40 hours a week effective August 12th and end October 11th.

Date & Time Needed: BOS meeting on 09/03/13

Review Routing: / /Legal/ /Finance/ /Purchasing/ /Human Resource/ /Other: _____

Legal Review: _____

Signature: see attached email

IT Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

~~Engineering~~ Review: _____

Signature: *[Handwritten Signature]*

Other Review: Finance

Sufficient funds in 252.

Signature: *[Handwritten Signature]*

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Treasurer's Office

Date: 08.26.2013

Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

Authorization to hire two temporary clerks at \$8.20 an hour for a period of thirteen weeks, to assist with the tax season.

Date & Time Needed: _____

Review Routing: //Legal//Finance//Purchasing//Human Resource//Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: _____

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby Engineering

Date: 8/12/13 Signature: *J. Herne*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval for an amended IGA between ADOT and Apache Co.
AG Contract P0012012001925

Date & Time Needed:

Review Routing: //Legal//Finance//Purchasing//Human Resource//Other:

being reviewed by County Atty - Joe Young

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board

ADOT File No.: IGA/ JPA 12-047I
ADOT CAR No.: 13-0002399
Amendment No. One
AG Contract No.: P0012012001925
Project: Pavement Markings
Section: Various Locations
Federal-aid No.: AAP-0(201) A
ADOT Project No.: SH564 01C & 03D
TIP/STIP No.: AAP 12-004
Budget Source Item No.: 728XX

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
APACHE COUNTY**

THIS AGREEMENT, entered into this date _____, 2013, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the APACHE COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"). The County and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 12-047I, A.G. Contract No. P0012012001925, was executed on June 15, 2012, and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment is to increase the construction cost (SH564 01C) from \$93,815.00 to \$103,815.00 with a total Project cost of \$109,815.00, and the Parties agree to amend the Agreement, as follows:

I. RECITALS

1. The State is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Amendment on behalf of the State.

2. The County is empowered by Arizona Revised Statute § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

Section I. Paragraph 7 is revised, as follows:

7. The federal funds will be used for the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SH56403D (Design):

Federal-aid funds @ 100%	\$ 6,000.00
--------------------------	-------------

SH56401C (construction):

Federal-aid funds @ 100%	<u>\$ 103,815.00</u>
--------------------------	----------------------

Total Federal Funds	\$ 109,815.00
----------------------------	----------------------

* (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project back to the authorizing authority. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

III. MISCELLANEOUS PROVISIONS

This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

ALL NOTICES OR DEMANDS upon any party to this Amendment shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

APACHE COUNTY
Attn: Ferrin Crosby
PO Box 428,
St Johns, AZ 85936
Phone: (928) 337-7639
Fax

For Financial Matters:
Finance Director
Attn: Ryan Patterson
PO Box 428
St Johns, AZ 85936
Phone: (928) 337-7634

PURSUANT TO ARIZONA REVISED STATUTE § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

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

APACHE COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
TOM M. WHITE JR.
Chairperson, Board of Supervisors

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
DELWIN WENGERT
Apache County Clerk of the Board

JPA 12-047I
CAR No. 13-0002399I
AMENDMENT NO. ONE

ATTORNEY APPROVAL FORM FOR THE APACHE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the APACHE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

County Attorney



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: 8/14/13

Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:
Sheriff's Office request approval of Agreement DC-14-040 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang, and Violent Crime Control Grant Agreement in the amount of \$239,496.00. This grant requires a 20% match that will be paid utilizing RICO funds.

Date & Time Needed: 9/3/13

Review Routing: //Legal//Finance//Purchasing//Human Resource//Other: _____

Legal Review: _____

Signature: See the attached email _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: _____

Signature Clerk of Board _____



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT

ACJC Grant Number DC-14-008
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2013, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through Apache County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2013 and terminate on June 30, 2014. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Apache County Sheriff's Office
P.O. Box 518
St. Johns, Arizona 85936
Attn: **Sheriff Joseph Dedman Jr.**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$67,253.00
Fringe Benefits (for salaries/overtime)	\$42,567.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	\$129,676.00
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	Not Approved
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	Not Approved
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$239,496.00
Positions Funded:	
Financial Officer Apache SO (.60); Commander Apache SO (1.0)	
Detective Eagar PD (1.0)	
Detective St. Johns PD (1.0)	
Equipment Type:	
Not Approved	

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$114,958.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$76,639.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$47,899.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
Jul 1- Sep 30	October 15
Oct 1- Dec 31	January 15
Jan 1- Mar 31	April 15
Apr 1- Jun 30	July 15

FINANCIAL REPORTS	
Report Period:	Due Date:
Jul 1- Jul 31	August 25
Aug 1- Aug 31	September 25
Sep 1- Sep 30	October 25
Oct 1- Oct 31	November 25
Nov 1- Nov 30	December 25
Dec 1- Dec 31	January 25
Jan 1- Jan 31	February 25
Feb 1- Feb 29	March 25
Mar 1- Mar 31	April 25
Apr 1- Apr 30	May 25
May 1- May 31	June 25
June 1- June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

- 20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
- 21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
- 22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
- 23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
- 24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
- 25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.
Link: www.ojp.gov/funding/confcost/htm
30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. 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. If the GRANTEE is a State agency this paragraph does not apply.
36. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation

and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's 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 negligence 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 grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: OMB Circulars: http://www.whitehouse.gov/omb/grants_attach/
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: OMB Circulars http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
44. GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for

individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving federal funds. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>

45. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
46. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
 1. "This was supported by Award No. 2012-DJ-BX-0560 (Insert federal award number) awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
51. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

53. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

54. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.

Link: <http://www.azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>

56. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.

57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

65. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor

program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
67. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
68. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

GRANTEE agrees expeditiously to obtain active registration with the CCR database, and to notify the program office in writing of its registration and expiration date.

69. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
70. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
71. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
72. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
73. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
**DRUG, GANG AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org)
2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
3. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
4. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
5. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
6. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funding under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
7. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

Authorized Official Initials: _____

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

FOR GRANTEE:

Chairman of the Board of Supervisors

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. 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 Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

Policy shall include bodily injury, property damage, 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 the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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.)

- 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.

Exhibit "A" Page 2

2. **Business Automobile Liability**

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

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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**

Workers' 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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **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.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission 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 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 contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission 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.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **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 then none of the above shall apply.