

COCHISE COUNTY CONTRACT FOR PROFESSIONAL SERVICES
AGREEMENT FOR PROVIDING ADOPTION SOCIAL STUDIES

THIS CONTRACT is made this ____ day of _____, 2012, by and between the Cochise County Board of Supervisors (hereinafter "the BOARD") and Catholic Community Services of Southern Arizona, Inc., doing business as Catholic Social Services (hereinafter "the CONTRACTOR").

WHEREAS the BOARD is in need of certain services to obtain social studies that are required by A.R.S. § 8-112, as necessary for the Court approval of certain adoptions for which the Office of the County Attorney provides legal representation;

WHEREAS the CONTRACTOR has offered to perform the proposed work in accordance with the terms of the CONTRACT;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, it is AGREED THAT:

1. The CONTRACTOR promises and agrees to perform the work as described in the attached Scope of Work in a good and competent manner and to the satisfaction of the BOARD, or its designees.

2. The CONTRACTOR agrees to provide all of the materials and services required by this CONTRACT in a complete and acceptable form, as customarily provided according to professional standards for completion of the CONTRACT.

3. The CONTRACTOR shall commence performance of this CONTRACT on the date indicated on the Notice to Proceed. This CONTRACT shall remain in effect for a period of one year, until June 30, 2011.

4. The BOARD will compensate the CONTRACTOR for its performance, and the CONTRACTOR agrees to accept as complete payment for such full performance, the sum of One Thousand Dollars (\$1000.00) for each social study requested and provided under this CONTRACT, less the amount of all payments received from the subjects of this study. In the event that a preadoption certification study is needed in a particular matter pursuant to A.R.S. § 8-105, the CONTRACTOR agrees to provide such study in addition to the required social study at no additional cost to the BOARD; provided, however, if it is appropriate, CONTRACTOR may charge the prospective adoptive parents for additional work involved with the certification study.

CONTRACTOR agrees to make every effort to obtain payment from study subjects and not hold BOARD liable for any costs CONTRACTOR is unable to obtain. CONTRACTOR shall not assert a hardship on behalf of study subjects in the event it has been unable to collect payment from study subjects.

5. Payment shall be made by the BOARD to the CONTRACTOR on the basis of invoices detailing the work and the amount of all payments received from the subjects of these studies.

6. All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR: Marguerite D. Harmon, CEO
Catholic Community Services of Southern Arizona, Inc.
140 W. Speedway Blvd., Ste. 230
Tucson, AZ 85705
(520) 623-0344, Ext. 1050

TO BOARD: Britt W. Hanson
Chief Civil Deputy
Office of the Cochise County Attorney
P.O. Box CA
Bisbee, AZ 85603
(520) 432-8700

7. Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, all parties are hereby put on notice that this CONTRACT is subject to cancellation by the BOARD if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the BOARD is, at any time while the CONTRACT is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party of the CONTRACT with respect to the subject matter of the CONTRACT.

8. This CONTRACT shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This CONTRACT and its attachments and those documents incorporated by reference represent the entire agreement and understanding between the parties. The BOARD'S designated representative is authorized to issue and sign change orders and CONTRACT amendments for compensation not exceeding 15% of the original CONTRACT amount, with an aggregate of 30% for all such amendments. Amendments that change the compensation of the consultant by more than 15% shall only be effective upon being properly authorized and executed by the parties in the same manner as this CONTRACT was executed.

9. CONTRACTOR shall retain various insurance policies in force during the term of the CONTRACT, and shall provide certificate(s) of such insurance upon execution of the CONTRACT, providing not less than the following coverage:

Type	Coverage
Worker's Compensation	Statutory Limits
General Liability	\$ 1,000,000

10. This CONTRACT shall be governed by the laws of the State of Arizona, and suits pertaining to this CONTRACT may be brought only in courts in the State of Arizona.

11. The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have ten (10) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than thirty (30) days, the aggrieved party may request that the dispute be submitted to arbitration, pursuant to A.R.S. § 12-1518.

12. Each and every provision of law and any clause required by law to be in the CONTRACT will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the CONTRACT will forthwith be physically amended to make such insertion or correction.

13. The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the CONTRACT which may remain in effect without the invalid provision or application.

14. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The CONTRACTOR is advised that taxes or Social Security payments will not be withheld from payment issued hereunder and that the CONTRACTOR should make arrangements to directly pay such expenses, if any.

15. No right or interest in this CONTRACT shall be assigned by the CONTRACTOR without prior written permission of the BOARD, and no delegation of any duty of the CONTRACTOR shall be made without prior written permission of the BOARD.

16. No subcontract shall be entered into by the CONTRACTOR with any other party to furnish any of the materials or services specified herein without the advance written approval of the BOARD. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract, as if the Subcontractor were the CONTRACTOR referred to herein. The CONTRACTOR is responsible for CONTRACT performance whether or not subcontractors are used.

17. The CONTRACTOR shall defend, hold harmless, and indemnify the COUNTY, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the CONTRACTOR, its agents, officers and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. To the extent permissible by law, the COUNTY shall defend, hold harmless, and indemnify the CONTRACTOR, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the COUNTY, its agents, officers and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

18. Upon receipt of a termination notice, the CONTRACTOR shall

- (A) Discontinue all services (unless the notice directs otherwise),
- (B) deliver or otherwise make available to the BOARD, at the BOARD'S cost, copies of data, design calculations, drawing, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT.

19. TERMINATION BY THE COUNTY FOR CAUSE: The BOARD may terminate the CONTRACT if the CONTRACTOR:

- (A) repeatedly refuses or fails to supply enough properly skilled workers or proper materials, as applicable, to perform this CONTRACT;
- (B) fails to make payment to subcontractors for materials or labor in accordance with respective agreements between the CONTRACTOR and the subcontractors, as applicable;
- (C) disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- (D) is otherwise in substantial breach of a provision of the CONTRACT DOCUMENTS.

When any of the above reasons exist, the BOARD may, without prejudice to any other rights or remedies of the BOARD and after giving the CONTRACTOR ten (10) days written notice, terminate the CONTRACT with the BOARD and may finish the Work by whatever reasonable method the BOARD may deem expedient. If the unpaid balance of the CONTRACT exceeds costs of finishing the CONTRACT, including all expenses made necessary hereby, the CONTRACTOR shall be entitled to receive payment for its performance and for reasonable overhead, profit and damages associated with such, up to the amount of such excess. If such completion costs exceed the unpaid balance the CONTRACTOR shall pay the difference to the BOARD.

20. SUSPENSION BY THE BOARD FOR CONVENIENCE: The BOARD may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the BOARD may determine. An adjustment shall be made to the CONTRACT completion date and for increases in the cost of performance of the CONTRACT, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONTRACTOR is responsible.

21. TERMINATION FOR CONVENIENCE OF THE BOARD: The BOARD, by written notice to the CONTRACTOR, may terminate this CONTRACT in whole or in part when in the sole discretion of the BOARD it is in the BOARD'S best interests to do so. In such case, the CONTRACTOR shall be paid for all material, equipment and services provided and reasonable termination expenses and a reasonable allowance for profit and overhead on this performance, provided that such payments, exclusive of termination expenses, shall not exceed the total CONTRACT prices reduced by other CONTRACT payments previously made to the CONTRACTOR and as further reduced by the value of the performance as yet not completed. The CONTRACTOR shall not be entitled to profit and overhead on material, equipment and services which were not provided. The parties expressly agree that this termination right is not a mutual right.

22. TERMINATION BY THE CONTRACTOR: The CONTRACTOR may terminate the CONTRACT if the performance is stopped for a period of thirty (30) days through no act or fault of the CONTRACTOR or its agents or employees or any other persons performing portions of the CONTRACT, for any of the following reasons:

- (A) issuance of an order of a court or other public authority having jurisdiction;
- (B) an act of government, such as a declaration of national emergency, making material unavailable;
- (C) the BOARD has not made payment within the time stated in the CONTRACT DOCUMENTS;

If one of the above reasons exists, the CONTRACTOR may, upon thirty(30) days written notice to the BOARD terminate the CONTRACT and recover from the BOARD payment for its performance and for proven loss with respect to materials, including reasonable overhead, profit and damages, attributable to the performance rendered.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this CONTRACT as indicated below:

CONTRACTOR:

CATHOLIC COMMUNITY SERVICES
OF SOUTHERN ARIZONA, INC.

By: Marguerite D. Harmon
Marguerite D. Harmon
Chief Executive Officer
140 W. Speedway Blvd., Ste. 230
Tucson, AZ 85705

6/19/2012
Date

APPROVED:

COCHISE COUNTY BOARD
OF SUPERVISORS

By: _____
Richard R. Searle, Chairman

Date of Award

ATTEST:

Katie A. Howard, Clerk of the Board

APPROVED AS TO FORM:

Britt W. Hanson
Britt W. Hanson, Chief Civil
Deputy County Attorney

SCOPE OF WORK FOR THE PROFESSIONAL SERVICES CONTRACT WITH CATHOLIC SOCIAL SERVICES FOR SOCIAL STUDIES

Upon the written request of the Cochise County Attorney or his designee, Catholic Social Services (hereinafter "Contractor") shall perform the following services in connection with each applicant for adoption who has been referred for the preparation of a social study:

1. To conduct a social study and/or preadoption certification reports which include all of the elements required by A.R.S. § 8-112 and § 8-105, including the following:

A. The social history, heritage and mental and physical condition of the child and the child's birth parents.

B. The child's current placement in the prospective adoptive parent's home and the child's adjustment to that home.

C. The prospective adoptive parent's suitability to adopt.

D. The existing and proposed arrangements regarding the child's custody.

E. Any financial arrangement concerning the proposed adoption made by the birth parents, DES, an agency, an attorney or the prospective adoptive parents.

F. A state and federal criminal records check of the prospective adoptive parent and each adult who is living permanently with the prospective adoptive parent except a natural or legal parent with custody of the child, with the assistance of the County Attorney staff and Clerk of the Court.

G. A central registry records check, including any history of child welfare referrals with DES of the prospective adoptive parent and each adult who is living permanently with the prospective adoptive parent, with the assistance of the County Attorney staff.

H. Any other information pertinent to the adoption proceedings.

2. To prepare and submit to the Office of the County Attorney an appropriate written summary of the results of the social study/preadoption certification report for filing in the Superior Court case file. It is understood and agreed that the preparation of the social study/preadoption certification report may require more than one meeting with the prospective adoptive parent(s). It is also understood and agreed that the Contractor will supplement and revise the social study if, in the determination of the County Attorney or his designee, it does not include all of the information that may be required.

3. To conduct each requested social study and to submit the written summary and the original Certificate(s) of Adoption no later than twenty (20) days prior to the hearing date set for that case.

4. To charge each subject of the social study and/or preadoption certification report a fee not to exceed One Thousand Dollars (\$1000) per case. This fee shall be based upon the rate of one percent (1%) of the Adjusted Gross Income of the applicant, including his or her spouse, in the prior year. The Contractor shall retain all such fees and shall reduce the amount billed to the County by the amount of the fees that are received from each applicant. The Contractor may waive all or a portion of the fee upon the receipt of a written request from the applicant demonstrating that the payment of the fee would create a significant and substantial hardship for the applicant or the applicant's family and would jeopardize the ability of this adoption to proceed successfully. For each applicant who pays the fee, the Contractor shall provide a written explanation of the Federal Tax Credit that is available for this expense together with such written documentation of the payment as may be necessary for obtaining this tax credit. It is understood that if it is appropriate, Contractor may charge the prospective adoptive parents for additional work involved with the certification study.

5. To retain all documentation regarding the calculation, payment and waiver of the fees for a period of not less than five (5) years and to make these records available to the County for inspection upon request.