

STATE OF ARIZONA)
)ss.
COUNTY OF COCHISE)

AFFIDAVIT OF PUBLICATION

PAMEL M. MCELROY

Pamel M. McElroy

being first

duly sworn, deposes and says: That (he) (she) is the Agent to the Publisher of the SIERRA VISTA HERALD and the BISBEE DAILY REVIEW newspapers printed and published seven days a week in the County of Cochise, State of Arizona, and of general circulation in the cities of Sierra Vista and Bisbee, County of Cochise, State of Arizona and elsewhere, and hereto attached

PUBLIC NOTICE
SOUTHEASTERN ARIZONA
WORKFORCE CONNECTION
JULY 1, 2014 - JUNE
30, 2016

was printed and published correctly in the regular and entire issue of said SIERRA VISTA HERALD and BISBEE DAILY REVIEW for ³ issues, that the first was made on the 14th day of OCTOBER 20 13 and the last publication thereof was made on the 27th day of OCTOBER 20 13 that said publication was made on each of the following dates, to wit:

- 10/14/13
- 10/20/13
- 10/27/13

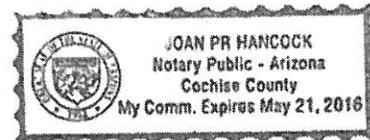
Request of AZ WORKFORCE CONNECTION

SIERRA VISTA HERALD BISBEE DAILY REVIEW

By

[Signature]

Subscribed sworn to before me this 27th day of OCTOBER 20 13



Notary Public in and for the County of Cochise, State of Arizona

My Commission Expires:

5/21/16

PUBLIC NOTICES
ANNOUNCEMENTS
PUBLIC NOTICE
PUBLIC NOTICE
Issue Date: October 11, 2013
SOUTHEASTERN ARIZONA WORKFORCE CONNECTION PUBLIC COMMENT ON THE SOUTHEASTERN ARIZONA WORKFORCE CONNECTION INTEGRATED WORKFORCE PLAN
JULY 1, 2014 - JUNE 30, 2016
The Southeastern Arizona Workforce Connection (SAWC) requests public comment on the above referenced plan. A copy of the proposed plan is available for public inspection on the Southeastern Arizona Workforce Connection website at the link below:
<https://www.sawc-fores.org>
The Southeastern Arizona Workforce Connection will accept written comments on the plan sent to any of the following addresses:
Email: Vickie.Simmons@scpl-cak.org
Fax: (520) 458-9308
Mail: Southeastern Arizona Workforce Connection ATTN: Vickie Simmons 1843 Paseo San Luis Sierra Vista, Arizona 85635
Written comments should be sent so that the Arizona Workforce Connection will receive them before 5:00 PM NOVEMBER 13, 2013, and should include contact information for the person providing comments, as well as the name of any organization that person represents. Questions may be directed to Vickie Simmons at (520) 458-9309.
THIS DOCUMENT IS AVAILABLE IN ALTERNATIVE FORMAT BY CONTACTING VICKIE SIMMONS AT (520) 458-9309 OR AT THE ADDRESS SPECIFIED ABOVE. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.
PUBLISH: October 14, 20, 27, 2013.

PUBLIC NOTICE

Issue Date: October 11, 2013

SOUTHEASTERN ARIZONA WORKFORCE CONNECTION
PUBLIC COMMENT ON THE SOUTHEASTERN ARIZONA WORKFORCE CONNECTION
INTEGRATED WORKFORCE PLAN
JULY 1, 2014 – JUNE 30, 2016

The Southeastern Arizona Workforce Connection (SAWC) requests public comment on the above referenced plan.

A copy of the proposed plan is available for public inspection on the Southeastern Arizona Workforce Connection website at the link below:

<https://www.seazworkforce.org>

The Southeastern Arizona Workforce Connection will accept written comments on the plan sent to any of the following addresses:

Email: Vickie.Simmons@cpic-cas.org

Fax: (520) 458-9308

**Mail: Southeastern Arizona Workforce Connection
ATTN: Vickie Simmons
1843 Paseo San Luis
Sierra Vista, Arizona 85635**

Written comments should be sent so that the Arizona Workforce Connection will received them before 5:00 PM NOVEMBER 13, 2013, and should include contact information for the person providing comments, as well as the name of any organization that person represents. Questions may be directed to Vickie Simmons at (520) 458-9309.

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I Angelica Hernandez, Business Outreach Coordinator of Arizona Workforce Connection – Cochise One Stop state the following actions were completed:

Public Notices have been posted (regarding the issuance of Southeastern Arizona Workforce Connection’s integrated workforce plan for the period of 7/17/14 to 6/30/17; open public comment period is through 11/13/13). Notices were posted at established access points and other locations to ensure ease of community access to information. The sites where the notices were posted are:

Cochise County:

- Comprehensive One Stop-Sierra Vista Office; posted at office entrance on Monday, October 14th
- Affiliate One Stop-Douglas Office; posted at office entrance on Monday, October 14th
- Satellite Sites-e-mailed the following locations on Monday, October 14th:
 - Elise S. Hogan Library, Willcox
 - Huachuca City Library, Huachuca City
 - Benson Public Library, Benson
 - Copper Queen Library, Bisbee
 - Douglas Public Library, Douglas
 - The Sierra Vista Public Library, Sierra Vista
 - Sunsites Community Library, Pearce
 - Tombstone City Library, Tombstone
 - Bisbee Office
- Community-e-mailed the following locations on Monday, October 14th:
 - Goodwill, Sierra Vista and Benson
 - Bisbee Chamber of Commerce, Bisbee
 - Benson/San Pedro Valley Chamber of Commerce, Benson
 - Greater Douglas Chamber of Commerce, Douglas
 - Sierra Vista Area Chamber, Sierra Vista
 - Tombstone Chamber of Commerce, Tombstone
 - Willcox Chamber of Commerce & Agriculture, Willcox
 - Bowie Chamber of Commerce, Bowie
 - Army Community Services, Ft. Huachuca
 - Army Career and Alumni Program, Ft. Huachuca
 - P.R.A.I.S.E. Prison Ministries, Cochise County
 - Cochise County Re-entry Coalition
 - The Center for Economic Research, Cochise College, Serra Vista Campus
- Government/Media-e-mailed the following locations on Monday, October 14th:

APPENDIX 2

- o The City of Willcox, Willcox
- o Public Affairs Office, Ft. Huachuca
- o The Voice of Douglas, Douglas
- o Valley TeleCom Group, Willcox
- o The Sierra Vista Newspaper, Sierra Vista

Online-posted on Monday, October 14th:

- o Website- www.seazworkforce.org
- o Facebook- www.facebook.com/azworkforce
- o Twitter- www.twitter.com/azworkforce

Equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities



AFFIDAVIT

I Kimberly Teerman (name), Business Outreach Coord (title/position) of AZ Workforce Connection (business name) state under oath that the following action was completed:

Kimberly Teerman (regarding the issuance of Southeastern Arizona Workforce Connection's integrated workforce plan for the period of 7/1/14 to 6/30/17; open public comment period is through 11/13/13). Notices were posted at established access points and other locations to ensure ease of community access to information. The sites where the notices were posted are:

Graham County:

- Graham One Stop-posted at office entrance on 10/11/13
- Access Points-Safford City/Graham County Library & Pima Library-closed Friday 10/11/13 so will post on 10/14/13
- Graham County Chamber of Commerce-posted on 10/11/13
- Government-Graham County Board of Supervisors-closed Friday 10/11/13 so will post 10/14/13
- Educational Institution-Eastern Arizona College (emailed Laurie Pennington/Executive Assistant to President Mark Bryce on 10/11/13 for posting at various campus locations)
- Newspaper-Eastern Arizona Courier (emailed David Bell/Editor on 10/11/13 to request publish at no cost as notice is a public announcement)

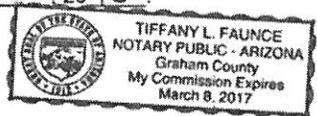
Greenlee County:

- Greenlee One Stop-posted at office entrance on 10/11/13
- Access Points-Greenlee Libraries (emailed Karen Soohy/County Librarian on 10/11/13 to distribute for immediate posting at Blue, Clifton, Duncan, Morenci libraries)
- Government-Greenlee County Board of Supervisors (emailed Yvonne Pearson/City Clerk on 10/11/13 to post; Yvonne confirmed will also be posted at courthouse in Clifton & Duncan)
- Freeport-emailed Brian Brogan/Townsite Coordinator and copied Sean Wenham/Community Development Manager on 10/11/13 to post at Morenci recreation center)
- Newspaper-Copper Era (emailed David Bell/Editor on 10/11/13 to request publish at no cost as notice is a public announcement)

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

Notary Public Signature Tiffany L. Faunce Commission expires on: March 8, 2017

This affidavit was subscribed and sworn to me on 11 day of October 2013.



APPENDIX 2

SIGN IN SHEET - 5 YEAR PLAN MEETING - SEPTEMBER 30, 2013

Name	Organization	Contact Information
Emery Silvester	Sierra Southwest	520-586-5320
Cheryl Stratton	PSA	928-428-3059
JAT Cole	Cochise County	520-432-9200
Kathleen Bullock	Above Board	520-227-5416
Jason Bowling	SSIEC	520-515-3480
KEN CECH	THE MALL @ SIERRA VISTA	520-452-0001
AMANDA BAILLIE	SIERRA VISTA AREA CHAMBER	520-458-6940
L.L. Ramirez	SEACOP	928-48-7653
Ann English	Cochise County	520-432-9202
Doris Tolbert	Board	520-209-0146
Vickie Simmons	SEAZWC-Deputy Director	520/458-9309
Peggy Feenan	DES Employment Administration	520/628-6810 x 250
Silvia Whitfield	"	520-364-4446 x 111
ORON CURTIS	AMERICAN SOUTHWEST CREDIT UNION	(520) 452-3088
Vicki Phelps	BAWC	
Mary Timen	AZ Workforce Connection	520-439-3541
Baker Wentz	AZ Workforce Connection	520-458-9309
Tammie Windsor-Brown	AZ Workforce Connection	520-458-9309
Lisa Lane	AZ Workforce Connection	928-432-6933
Angelica Hernandez	"	520-458-9309
Robert Archer	"	"
Dwanna Wacker	"	"
Angie Luna	"	(520) 364-8906

Should provide information
at all libraries in Collier County

Anna English

Vickie Simmons

From: Vickie Simmons
Sent: Tuesday, October 29, 2013 1:02 PM
To: 'David Bryan'
Subject: RE: Comment on Integrated Workforce Plan

Hi David,

Thank you very much for your comment. I agree with you regarding the categories seem too broad.

The State of AZ Commerce Authority and our Local Board of Directors set the categories. I think they wanted to keep them broad so they could go in any direction. For example, we could have an industry sector in information technology and/or unmanned aerial vehicles in the aerospace and defense sector.

I will definitely inform the Board about your comment. Thank you for taking the time to read our 5 year business plan.

Vickie

Vickie L. Simmons, CPA
Deputy Director
Arizona Workforce Connection - Cochise, Graham, Greenlee One Stop
1843 Paseo San Luis
Sierra Vista, AZ 85635
Phone: 520/458-9309
Fax: 520/458-9308
TTY: 520/452-1667

Equal Opportunity Employer/Program
Auxiliary Aids and Services are Available
Upon Request to Individuals with Disabilities

From: David Bryan [mailto:dbryan@ssvec.com]
Sent: Monday, October 28, 2013 3:37 PM
To: Vickie Simmons
Subject: Comment on Integrated Workforce Plan

Good afternoon Vickie

One comment on the plan: For the emerging industry sectors in which you will focus your efforts, the categories seem too broad. For example, "aerospace and defense" is listed. There are many aspects of "aerospace and defense" including engineering, manufacturing, consulting services, etc. It would seem you would list an o'net code or something to focus what aspect of "aerospace and defense".

I'm speaking as interested person, not on behalf of SSVEC.

Thanks



David J. Bryan, P.E.

Planning Engineer | SSVCC | Website: <http://www.ssvcc.org>

phone: 520-720-6421 | email: dbryan@ssvcc.com 

1557 Cooperative Way, Benson, AZ 85602

CONFIDENTIALITY NOTE: This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2242 / Virus Database: 3222/6287 - Release Date: 10/28/13

Southeastern Arizona Workforce Connection Staff Responsibilities

Case Manager (local job description) - Performs outreach and recruitment responsibilities to ensure maximum client participation in available programming. Completes, along with client, intake and assessment requirements to determine eligibility and accurately assess potential areas of intervention. Conducts intake and assessment interviews. In cooperation with client and applicable staff members, such as teacher and/or program manager, formulates and updates case plan and service strategy objectives. Identifies areas such as vocational and educational goals, client strengths, potential barriers, and supportive service and referral resources. In cooperation with the client, determines appropriate courses of action to overcome barriers and meet needs. Determines appropriate referral resources and provides referrals to community resources and organizations for possible assistance. Arranges for additional assessments, such as medical, psychiatric, or other tests and evaluations that appear to be necessary to accurately identify client issues and effect change. Facilitates workshops and process groups to assist client in working through barriers to achieving case plan goals. Performs home visits when appropriate. Maintains timely and accurate case records and prepares reports as needed. May use computers or other technology in the course of managing records and reports. Prepares required forms and management information system (MIS) transactions. Networks with other agencies and community organizations to establish effective working relationships and increase potential referral resources. Speaks at functions and meetings to increase community awareness of programs. Maintains a working knowledge of policies and procedures approved by the Board of Directors, as well as regulations specifically related to the grant or program involved. Creates and develops mentoring and job shadowing experiences with public and private sectors. May facilitate work-based learning projects. Manages individual portion of agency goals and objectives, including applicable budget, as they relate to the relevant contract or program.

One Stop Coordinator (local job description) - Be present in the Career Center to orientate first-time customers and to provide information regarding the full array of services available at the Career Center and offer assistance as needed. Conducts initial assessment regarding service-level need through interaction and casual observation. In coordination with the staff, develops and maintains registration materials, user surveys, screening tools, self-assessment tools and employment postings in the Career Center. Establishes and maintains technology based resources. Arranges for additional assessments, such as the TABE or SDS. Responsible for maintaining computer stations to include standardizing resources. With staff feedback, develop curriculum, implement, and facilitate workshops for core, intensive and training services. Periodically review current resources and upgrade as necessary. Conduct an initial pre-screening-assessment of customers to assist with service-level need. Provide referrals to partnering agencies as appropriate. Provide referrals to workshops and/or more individualized and in-depth assistance. Lend hands-on assistance with technological equipment, software program usage, and various other resource materials. Networks with the Community Liaison, and partnering agencies such as Job Service and Community College, to maintain updated employment resources and job postings. Coordinates grant search and grant writing activities,

working as member of a grant team, provides input into program design and customer needs. May be directly involved in writing portion of grant proposals. Other duties as assigned.

Receptionist (local job description) - Greet clients and visitors entering the office, determines nature of business, and direct them to the proper department. Operates multi-line telephone system, using a professional telephone manor and takes messages when required. Update and distribute the office phone directory as needed. Types memos, correspondence, reports and other documents as directed by supervisor. Prepares board packets, and documents for Board of Directors meetings. Assist staff with miscellaneous projects as needed. Manages all incoming and outgoing mail daily.

Business Outreach Coordinator (local job description) - Develops and markets business assistance programs. Responsible to coordinate Rapid Response activities to provide assistance to businesses with mass or small layoffs, plant closure, or other dislocation events. Develops new business accounts and expands existing accounts on On the Job Training, Internship/Apprenticeship Programs, recruitments and other potential employment opportunities for agency clientele. Designs assessment and/or surveys to respond to changes in businesses needs and the workplace. Oversees and provides staffing services, including recruitment and assessment of candidates for businesses. Follow up with recruitment sources on interview outcomes. Develops collaborative partnerships with businesses and community based nonprofit/government organizations. Serves as liaison to the organization, providing information about workplace trends, market changes and plan initiatives to the One-Stop Career Center. Attends networking functions among community/County, government, Chamber of Commerce to develop employer awareness and job opportunities for participants. Markets existing services by producing brochures, flyers, and/or newsletters and disseminate through job fairs, direct mail, newsprint, and through personal contacts. Explores community resources that will provide participants with employment training opportunities. Set up and maintain business database. Prepare reports by collecting, analyzing, and summarizing information and trends. Provide reports on all development activities. As a member of grant team, contribute to program design, writing assigned section of grants where applicable. Other duties as assigned.

Assistant One Stop Coordinator (local job description) - Be present in the Career Center to orientate first-time customers and to provide information regarding the full array of services available at the Career Center and offer assistance as needed. Conducts initial assessment regarding service-level need through interaction and casual observation. Assists in additional assessments, such as the TABE or SDS. Assists in maintaining computer stations to include updating resources. Assist in the development of curriculum, implement, and facilitate workshops for core, intensive and training services. Assist in the periodical review of current resources and upgrade as necessary. Assist in the initial pre-screening-assessment of customers to assist with service-level needs. Provide referrals to partnering agencies and workshops as appropriate. Assist clients with creating resumes and in filing online

Deputy Director (local job description) - Prepare strategic plan and budget on a yearly basis in conjunction with staff and Executive Director. Supervise and motivate WIA staff and hold performance evaluations, make recommendations to Executive Director for hiring, firing, promotions, leave time salary and staffing decisions. Develop and conduct new employee

orientation, ensuring all documentation is complete and submitted as required by finance and management, including letters of hire. Develop and conduct exit interviews, collect keys and agency property as employees leave the agency under the WIA umbrella. Ensure fingerprint requirements are met as required by law. Prepare materials, background information and agendas for Workforce Investment Board meetings in conjunction with the Executive Director. Attend WIA meetings. Prepare and maintain agency policies and procedures for Executive Director. Oversee performance measures and standards as established by the State. Monitor the agency budget in conjunction with the Executive Director. Promote Workforce Investment Act and One-Stop delivery system through public outreach and networking. Prepare proposals and seek alternative funding to support the programs and goals and objectives of the Workforce Investment Board. Plan and execute marketing activities, including maintenance of the website. Monitor Performance Standards – Arizona Job Connection. Serve as Executive Director in his/her absence.

Employment Specialist III (state job description) – Responsible to provide a wide range of staff assisted employment services to job seekers and the business community which includes but is not limited to: one-on-one interviewing individuals to elicit information and assess skills, knowledge, ability, work history and interest while maintaining client confidentiality; provide core services (Labor Market Information, career guidance and planning, full registration in the State Labor Exchange System, resume assistance and develop an individual employment plan); perform job development, job matching and job placement assistance utilizing an internet based system; make appropriate referrals to employer job openings, training opportunities and/or base system; conduct employment related workshops and deliver program presentations at orientations; resolve customer issues and complaints; respond to customer inquiries and explain program services; prepare and submit program related activity reports to supervisor; and market and promote Work Opportunity Tax Credit program.

Conduct outreach to educate the community on Employment Service Programs: promote, market and maintain positive relations with One-Stop Career Center Workforce partners, community organizations and other agency personnel; develop and/or write employer job orders in compliance with Federal and State rules and regulations; assist employers with recruitment of qualified candidates to fill their job openings; and host on-site recruitment, job fairs and other hiring events.

Employment Services Supervisor (state job description) – Supervises and evaluates the daily activities of staff within the Employment Service office(s); responsible for meeting all program goals and objectives; responsible for the delivery of employment services to the public and business community within the Workforce Development System/One-Stop Career Centers; Conduct outreach to educate the community on Employment Service Program; promote, market and maintain positive relationships with One-Stop Career Center Workforce partners, community organizations and other agency personnel; develop and/or write employer job orders

in compliance with Federal and State rules and regulations; assist employers with recruitment of qualified candidates to fill their job openings; host on-site recruitment, job fairs and other hiring events and develop and conduct employment related workshops.

Monitors processes and procedures to ensure all programs are initiated and operated in compliance with Department of Labor, State and Administration rules, laws and regulations to include but not limited to: Wagner Peyser, Trade Adjustment Assistance, Reemployment Services Programs, Migrant Seasonal Farm Worker and Business Services.

Responsible for personnel actions to include but not limited to: hiring, training and disciplinary actions; reviews and authorizes all timesheets, leave requests and travel documents; conducts performance evaluations; provides instructions and determines solutions in assigned program area; provides technical assistance and direction based on research, analysis and interpretation of program rules and regulations; resolves and reports complaints and/or issues from customers; prepares reports and develops action plan to correct deficiencies as needed; attends meetings and trainings; delivers presentations and may be assigned special programs.

Employment Specialist/Disabled Veterans Outreach Program (state job description)–

Responsible for administering veterans' programs in the local office; provide a one-on-one assessment of all veterans applicants entering the One Stop to assess skills, knowledge and abilities, work history and interests while maintaining client confidentiality; make appropriate referrals to job openings; refer veterans to supportive services; insure veterans receive priority of service over non-veterans; comply with federal and state rules and regulations pertaining to veterans programs; interview veteran develop employer relations program to secure job placements for veterans; and visit veteran organizations such as the Veterans of Foreign Wars, American Legion and Disabled American Veterans to provide outreach to veterans in need of services; and develop and conduct employment related workshops.

Disabled Veterans Outreach Program Representatives will supervise Veteran Work Study participants upon placement when Local Veteran Outreach Representative is not on site.

Employment Specialist/Local Veteran Outreach Representative Supervisor (state job description)–

Responsible for administering and training office staff on veterans programs; insure veterans receive priority of service over non-veterans; comply with federal and state rules and regulations pertaining to veteran programs; provide job development for all veterans that are job ready, conduct outreach services to organizations such as the Veterans of Foreign Wars, American Legion and Disabled American Veterans to promote hiring of veterans, maintain contact with Federal job programs and other entry level employment programs for targeted groups; market and promote Work Opportunity Tax Credit to employers; coordinate veteran referrals for job training to WIA staff and develop and conduct employment related workshops.

Local Veteran Outreach Representative is responsible for supervising Disabled Veterans Outreach Program Representatives and/or Veteran Work Study participants.

Southeastern Arizona Workforce Connection Youth Contract Award Detail

Each Proposal will be scored independently by each rater on the point scale indicated below. Raters will use documents listed in Section One, C., to help them apply the criteria stated below to each proposal. Committee members are encouraged to make comments when rating each proposal. Individual rating forms will be available upon request of respondents after the contracting process has been completed. These are intended to assist respondents in determining their areas of strength and weakness in responding to the Request for Proposal. Individual ranking forms identifying Youth Council Proposal Review Committee members by number, not by name, will be distributed upon request.

SECTION FOUR — NARRATIVE: SCOPE OF WORK

A. Executive Summary

Strength of overall approach

B. Community Need/Opportunity Targeted

How does the need (problem, issue, or circumstance) fit with identified local, state and federal priorities for the Workforce Investment Act, Title 1B youth program?

C. Target Population

Respondents must provide specific, numerical projections in order to receive points in this category.

- Cost per participant
- How will the proposed program contribute to overall distribution of services?
- How will the proposed program contribute to overall access to services by members of underserved populations or residents of underserved areas throughout Cochise County?

D. Program

Cost relative to number of youth with positive outcomes

Extent to which projected outcomes will contribute to overall

- entry of older youth into unsubsidized employment;
- retention of older youth in unsubsidized employment 6 months after entry into the employment;
- earnings received by older youth in unsubsidized employment 6 months after entry into the employment; and
- attainment by older youth of a recognized credential relating to achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills.
- attainment by younger youth of basic skills, and as appropriate, work readiness or occupational skills;
- attainment by younger youth of secondary school diplomas and their recognized equivalents; and

- placement and retention of younger youth in postsecondary education or advanced training, or placement and retention in military service, employment, or qualified apprenticeships. Extent to which projected outcomes address other identified community needs.

E. - G. Program Activities/Methodology

Feasibility of the plan of action to achieve the goals stated in Section Four, D.

Comprehensiveness of services offered with respect to the ten program service elements listed on page 7 of this Request For Proposal and in Workforce Investment Act, Title 1B Sec. 129 (c) (2) A-J, and the four overall areas of youth programming referenced on page 6 of this Request For Proposal and in Workforce Investment Act, Title 1B, Sec. 129 (c) (1) C. Extent to which the proposed services will contribute to comprehensiveness of overall system. Strength, quality and creativity of proposed services and service strategies. Cost relative to amount of services.

SECTION FIVE—NARRATIVE: AGENCY CAPACITY

A. Agency Background

Extent to which the agency (including subcontractors, if applicable) can demonstrate prior successes in providing services to youth, particularly services that are similar to the ones being proposed. Extent to which, based on the agency's background, the proposer is likely to achieve the goals stated.

B. Agency Expertise

Quality and expertise of staff and strength of staffing plan, program management and administration (including subcontractors, if applicable).

SECTION SIX—BUDGET

Budget

Feasibility of budget to cover the costs of plan of action outlined in Section Three, E., and reasonableness of costs, completeness and accuracy of cost information. Extent to which connections with other funding sources will benefit participants and increase the cost-effectiveness of WIA funds. Amounts committed to the proposed program and documented with letters of commitment.

Note: information on costs provided in the Budget will also be a factor in awarding points for cost-effectiveness in Section Four, C., (cost per participant), Section Four, D., (cost per positive outcome), Section Four, E., (cost per hours/number/amount of services).

SECTION FOUR - NARRATIVE: SCOPE OF WORK

No more than twenty (20) pages

A. Executive Summary

Provide a one (1) page description of the proposed Workforce Investment Act, Title 1B, youth program. Someone unfamiliar with the program should be able to read this and have a good understanding of the program's overall approach. The summary is not part of the twenty page limit.

B. Community Need/Opportunity Targeted

Describe the need or opportunity that gave rise to the approach. What problem, issue, or circumstance in the community does this program seek to address? Your discussion should include any relevant physical, economic, social, financial, institutional or other evidence, including, if applicable, the number of youth turned away or on a waiting list, due to lack of space in the program. Cite the sources for any data used to support the need statement.

C. Target Population Provide the projected unduplicated total* of youth (program participants) the proposed program will serve during the program year. State the number of 14-18 year-olds and 19-21 year-olds who will be served, and the number of out-of-school youth and in-school youth in each age category.

Describe target population characteristics, using specific, quantitative projections, including: barriers to employment, race/ethnicity, gender, special needs or disabilities, etc. Also, please answer the following questions:

- Will services be available to residents throughout Cochise County?
- Do you target specific geographic areas or communities within Cochise County?

Describe outreach and recruitment methods.

D. Program Goals/Performance

Describe the ultimate purpose of the proposed program. What outcomes will the program accomplish in terms of participant change? Your response should provide quantitative (numeric) performance goals that address the community need you identified as well as each of the Workforce Investment Act, Title 1B, core indicators of performance listed below that apply to your proposed program. Describe expected qualitative outcomes and the proposed tools for measuring them, such as customer satisfaction surveys and progress reports.

* **An unduplicated total** is the number of individuals served by the entire program in the entire program year. For example, if a program serves ten youth in a summer work experience activity, and, of those ten, five also participate in an after-school mentoring program in the fall, the unduplicated total served is ten.

Core indicators of performance for youth aged 19 through 21 are:

- entry into unsubsidized employment;
- retention in unsubsidized employment 6 months after entry into the employment;
- earnings received in unsubsidized employment 6 months after entry into the employment; and
- attainment of a recognized credential relating to achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills.

Core indicators of performance for youth aged 14 through 18 are

- attainment of basic skills, and as appropriate, work readiness or occupational skills;
- attainment of secondary school diplomas and their recognized equivalents; and
- placement and retention in post-secondary education or advanced training, or placement and retention in military service, employment, or qualified apprenticeships.

E. Program Activities/Methodology

Outline your plan of action to achieve the goals stated in Section Four, **D.**, above. Describe the process for assessing youth needs and skill levels and developing goals and service strategies with each participant. Clearly state which of the WIA service elements listed below you are requesting Workforce Investment Act, Title 1B funds for. Your proposal must offer a minimum of four of the Workforce Investment Act, Title 1B service elements listed below, plus follow up services for 12 months after a youth exits the program and must outline a strategy for how the remaining required services will be provided for youth.

Workforce Investment Act, Title 1B, Youth Service Elements

ACADEMIC IMPROVEMENT/BASIC SKILLS-

1. Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention;
2. Alternative secondary school services, as appropriate;
Summer employment opportunities directly linked to academic and occupational learning.

WORK-RELATED SKILLS

3. Paid and unpaid work experiences, including internships and job shadowing;
4. Occupational skill training. Instruction in job specific and basic skills in a specific job or industry should be related to local labor market demand. Providers should make every effort to utilize other funding sources to pay for occupational skills training, including Pell Grants and other aid available through Community and Technical Colleges, for example.

KEY SERVICES FOR YOUTH SUCCESS:

5. Leadership development opportunities, which may include such activities as positive social behavior and soft skills, decision making, team work, and other activities as appropriate;
6. Support services, such as transportation, childcare, housing assistance, work clothes, etc.
7. Adult mentoring for at least 12 months;
8. Comprehensive guidance and counseling, including drug and alcohol counseling, as appropriate.

Provide a description of each service element in your proposed program. The description should include quantitative objectives for each proposed activity (e.g. the frequency that each activity will occur and the length and the number of participants per activity.) Plot expected service level by month as follows:

Projected Service Levels					
In-School Youth			Out-of-School		
Month	Enrollments	Exits	Month	Enrollments	Exits
July			July		
August			August		
Sept			Sept		
Oct			Oct		
Nov			Nov		
Dec			Dec		
Jan			Jan		
Feb			Feb		
Mar			Mar		
April			April		
May			May		
June			June		

Responses should describe how the proposed methodology will benefit participants in different target populations, such as in-school and out-of-school participants, 14-18 year-olds and 19-21 year-olds and other target groups. Discuss any unusual features, such as design or technological innovations. Describe how the program will eventually provide activities that involve past participants.

Explain how the overall program will meet the requirements of Workforce Investment Act, Title 1B Section 129 (c)(1) C, which states that the following four overall areas of youth programming must be provided for each participant:

- preparation for postsecondary opportunities, in appropriate cases;
- strong linkages between academic and occupational learning;
- preparation for unsubsidized employment, in appropriate cases; and
 - connections to intermediaries with strong links to the job market and local and regional employers.

Evidence of Best Practice

Applicant should provide evidence of a program's potential for success by documenting: 1) empirical/experiential knowledge; and/or 2) studies conducted by others that demonstrate the impact of similar types of programs or strategies. If applicable, describe any research that exists to support the proposed program's approach to addressing community needs/opportunities.

Consortium Agreement to Establish a One-Stop Operator for the Cochise County Workforce Investment Area

WHEREAS, the Cochise County Workforce Investment Board ("WIB") has been appointed by the Cochise County Board of Supervisors, which is the Local Elected Official ("LEO") for the Cochise County Workforce Area for purposes of the Workforce Investment Act of 1998 ("WIA"); and

WHEREAS, in accordance with Section 121 (ii) of the WIA and Section 662.400(c) of the WIA Rules and Regulations, the undersigned agree to form a consortium of partners to act as the One-Stop Center Operator pursuant to the Cochise County Investment Board Resolution; and

WHEREAS, a consortium of partners consisting of the Arizona Department of Economic Security, Employment Administration, Cochise County Workforce Development, and Cochise College (singularly and collectively, "Partner(s)") have been designated by the WIB and the LEO as Operator of the One-Stop System; and

WHEREAS, all parties have agreed that the purpose of this agreement is to define the respective roles and responsibilities of each party with respect to the operation of the One-Stop System,

NOW, THEREFORE, THE PARTNERS AGREE AS FOLLOWS:

1. DURATION OF AGREEMENT

This agreement shall commence on July 1, 2008 for an initial term of one year and shall renew each succeeding July 1 unless the Partners terminate this agreement by mutual consent and with at least 30 days notice to the WIB and LEO.

2. ONE-STOP SYSTEM OVERVIEW

As key stakeholders in the ultimate design of the Cochise County Workforce Investment System, all parties having been designated by the WIB as the One-Stop Operator agree that the vision of the One-Stop System and the One-Stop Career Centers (located in Sierra Vista and Douglas) is to provide labor market information, business service, career development opportunities and education services for its customers – the job seeker and the employer community. That as the designated One-Stop Operator, all parties hereto ensure that their customers will benefit from an integrated network of partnership services that strive to understand and respond to the needs of its customers to improve and enhance the economic prosperity of Cochise County.

3. ONE-STOP OPERATOR SERVICES

As a consortium, the One-Stop Operator agrees to provide and make accessible to its customers the following programs, as required or suggested under WIA:

a. Programs offered under WIA Title IB for Adult, Youth and Dislocated Workers
Primary Provider: Cochise County Workforce Development

b. Programs offered under WIA Title II; Adult and Family Literacy and Postsecondary Vocational Education Activities for the Carl D. Perkins Career and

Technical Education Improvement Act of 2006.

Primary Provider: Cochise College

c. Programs offered under WIA Title III; Wagner –Peyser, Unemployment Insurance, Veterans Employment and Training Programs and the Trade Adjustment Act.

Primary Provider: Arizona DES, Employment Administration

d. Programs offered under WIA Title IV

Primary Provider: Arizona DES, Vocational Rehabilitation Services Administration

e. Programs offered under Senior Community Service Employment Program of the Older Americans Act of 1965

Primary Provider: Arizona DES, Division of Aging and Adult Services

f. Programs offered under WIA Title IC, Job Corps

Primary Provider: Job Corps

To ensure full integration of all programs' services stated above, the Operator further agrees to coordinate the following program services of the system for its customers at One-Stop Centers:

Job Seeker Services including, but not limited to:

- Access to the One-Stop Career Center's Resource Room for initial assessment, career planning and job seeking activities
- Labor market information, listings of job vacancies and skills necessary for in-demand occupations and employment trends
- Self-directed and minimal staff assistance for job search and placement assistance
- Information on the full array of occupational and vocational training programs available locally and Statewide
- Assistance in filing claims for unemployment benefits, and financial aid
- Information and referral for child care, transportation, and other needed supportive services

Employer Services including, but not limited to:

- Posting of current job openings for access by local, state or national job seekers
- Employee recruitment assistance
- Employee skills assessment and job tasks analysis
- Local, state and national labor market information, economic development opportunities and worker training grants
- Employer tax credits, on-the-job training, upgrade training, and customized training programs
- Local and state training providers information

4. CUSTOMER SERVICE STANDARDS

The One-Stop Operator assures that:

- Customers will have easy access to programs provided at the One-Stop Centers and affiliate sites locations
- Customers will be provided assistance in accessing the services offered by the local Workforce Investment System

- Customers will be given accurate information and clear expectations about all system programs and services
- Customers will only be referred to programs and services where they might be eligible and where resources exist

5. REFERRAL ARRANGEMENTS

The systematic referral process available at the One-Stop Centers will connect the customer (both Job Seeker and Employer) to the existing workforce investment system of services through a cross referral arrangement between the system Partners and the Operator using a confidential "One-Stop Customer Referral Form".

The Operator agrees to participate with the system Partners in an ongoing cross referral workgroup to:

- Provide feedback on the success of cross referral arrangements
- Further develop agency cross training activities with the system Partners and respective staff for the purpose of promoting customer access to a 'no wrong door' system
- Ensure cross training for respective staff
- Consider co-enrollment options and practices
- Consider the effect of cross-referrals on mutual performance standards and outcomes and
- Continuously improve the joint delivery of services for all customers

6. INFORMATION SHARING

The WIB and the Operator agree to utilize a common data base system, i.e. Arizona Virtual One-Stop, or a subsequent approved system, as its primary case management / labor management information system and to ensure the confidentiality of all sensitive personal information through appropriate data security and sharing agreements.

7. CONTINUOUS IMPROVEMENT

The Operator will develop data collection methods for the purpose of determining the number of customers being served by the system and for the purpose of collecting customer feedback information on improving system services.

8. REPORTING REQUIREMENTS

The Operator agrees to provide the following reports to the WIB on a quarterly basis;

- Report on training activities that have taken place between and among center partners and system stakeholders
- Report on the number of people using the One-Stop Centers and the number of Job Orders placed, as well as the number of job-seekers referred for employment
- Report progress in meeting performance standards among all center partners and system stakeholders

9. MODIFICATION

This Agreement may be modified, altered or amended by the parties hereto, at any time, in whole or in part, by mutual written consent of all parties, by the issuance of

a written amendment, signed and dated by all parties. Amendments shall take effect 30 days after notice is given in writing to the WIB and LEO.

10. SEVERABILITY

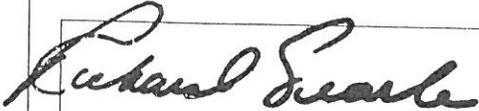
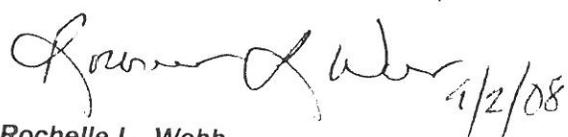
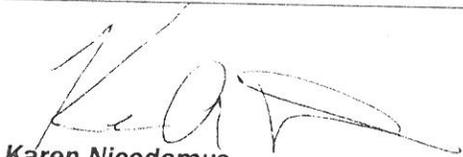
If any part of the Agreement is found to be null and void, or is otherwise stricken, the rest of the Agreement shall remain in full force and effect.

11. APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the applicable Federal laws and regulations governing the Workforce Investment Act of 1998, and other appropriate Federal and Arizona laws and statutes.

12. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this Agreement, and do so by affixing their signatures:

 Chairman date 6/24/08	Cochise County Workforce Development Cochise County Board of Supervisors
 Rochelle L. Webb Employment Administrator date 6/2/08	Wagner-Peyser, Unemployment Administration, Veterans Employment and Training Programs, and Trade Adjustment Act Programs Arizona DES, Employment Administration
 Karen Nicodemus President	 Cochise College

**Workforce Investment Act One Stop Partner
Memorandum of Understanding with
the
Cochise County Workforce Investment Board**

I. Introduction

This Memorandum of Understanding (hereinafter "MOU") establishes the terms and conditions among the undersigned partners of within the Cochise County One-Stop Career Center System, (hereinafter "Partner (s)") in their efforts is to establish a cooperative working relationship between the parties and to define roles and responsibilities of all interested parties with respect to implementation of a One-Stop Career Center Project.

II. Purpose of the Agreement

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for the delivery of comprehensive workforce development services to job seekers and employers of the region. Further, the purpose of this agreement is to establish an agreement between the above mentioned regarding their respective roles and responsibilities for implementation of the provisions of Section 1219(c)(2) of Title I of the Workforce Investment Act of 1998. The local Workforce Investment system has been designed to promote collaborative employment & training strategies reflecting the particular needs of the area's local and regional economies. The system is built upon a framework of service delivery through comprehensive and affiliate One-Stop Career Centers and a collaborative network of Partner Organizations.

To ensure these services are of the highest quality and meet the expressed needs of Workforce customers, the Cochise County Workforce Investment Board has established the following mission, goals and responsibilities for Workforce Development services:

CCWD' Mission is "Developing tomorrow's workforce today by building partnerships and providing leadership in employment, education and training."

The Cochise County Workforce Investment Board enters into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 are implemented.

- **Universal Access:** All customers, including those with special needs and barriers to employment, will have access to a core set of services at each access point in the One-Stop Career Center System, designed to provide information to make career and labor market decisions. Core and intensive services will be made available at multiple locations. Training and support services will be accessed through initiating transactions at these access points.
- **Integrated Services:** Delivery of services will be enhanced through the integration of planning processes, the coordination of activities and services, and the sharing of information and participant data.
- **Individual Choice:** Customers will have choices in the mechanisms through which to access services and in the services themselves, based on their individual needs and preferences. Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities.

- **Program Quality/Accountability:** Design and management of the centers and delivery of services will be responsive to the needs of customers, and customer satisfaction will be a key measure of accountability. The partners agree to support each other in their respective provision of services and to facilitate joint provision of services consistent with the needs of their respective customers, the program goals of the partner organizations, and laws and regulations governing the programs they operate.

The establishment of a system of one-stop career centers and access points is designed to accomplish the following:

- To facilitate the coordination of resources so as to eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers served through the system.
- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

III. Geographic Area Covered by the Agreement

The Geographic Region covered by this agreement is Cochise County Arizona. Cochise County Workforce Development is aligned with Pima, Yuma and Santa Cruz Counties WIRED Region.

IV. One-Stop Center Locations and Operational Infrastructure

Please include information regarding the following:

- Locations of comprehensive
1843 Paseo San Luis, Sierra Vista Arizona, 86635
1706 E.10th Street, Douglas Arizona, 85607

V. Cost Sharing

The contribution must be "proportionate" to the use of the system by individuals attributable to "the partner's program (20 CFR §662.270). The individual resource sharing and referral agreement is attached and is referenced as attachment A.

a. Identification of Operating Budget for One-Stop Delivery System

The One-Stop Administrator will meet individually with each partner to discuss One-Stop Operation costs and propose a cost allocation method for the shared costs. The methodology will be based on the cost allocation considerations discussed below.

b. Cost Allocation and Resource Sharing Methodology

The partners will comply with the Federal Cost Principles set forth in the applicable Office of Management and Budget (OMB) Circulars. The following lists the circulars and corresponding entities:

- OMB Circular A-21 – Cost Principles for Educational Institutions.
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Govts.
- OMB Circular A-122 – Cost Principles for Nonprofit Organizations.

The allocation methodologies used will be based on a measure of relative benefit received that will produce an equitable allocation of costs to the programs.

Measuring benefit received is the critical requirement and central task to be performed in allocating costs. Established cost allocation principles dictate that costs are allocable to a particular cost objective based on benefits received by that cost objective. The cost allocation process that is adopted will be fully documented. The structure and capabilities of the partners' accounting systems will be considered in designing an operable cost allocation process. Each partner must contribute a fair share of the operating costs based on the use of the one-stop delivery system by individuals attributable to the partner's program. There are many bases for allocation to choose from, and the best base is one that allocates costs equitably to all of the partners. There may be multiple allocation bases used within a center and for system costs.

Service delivery will be the prime factor driving operational planning - not cost accounting. However, cost accounting considerations will be part of the planning process. Federal funding sources and good management practices require costs to be accumulated in an organizational structure to control budgets, measure the efficiency of operations and report financial information. The LWIB will negotiate each partner's share of the costs in a way that promotes the principles of proportionate cost sharing. To accomplish this, the LWIB will support the fairness of the negotiated amounts through the use of cost allocation methods or bases.

The LWIB has some latitude for discretion in determining how to share costs, as long as the basis used for cost sharing is compatible with the governing provisions of WIA, other partners' legislation, and the applicable OMB Circulars. Current federal regulations do not provide for "range of tolerance" flexibility. Each partner is accountable for paying costs based on its share of benefit derived. Monthly monitoring of operating reports will allow the partners to see when actual benefits derived and/or actual expenditures vary from their projections. Financial and/or service plans will be adjusted accordingly. As actual expenditures are made, offset plans will be monitored and adjusted so that partners do not owe money at the conclusion of the partnership agreement. Adjustment requests will be reviewed no less than quarterly, more frequently if the variances are large.

i. Payment System and timeline

The payment system for those shared costs to operate the One-Stop Center is to be paid within thirty days from the first of the month due date to the One-Stop administration.

ii. Alteration provisions

Should the partner want to alter the cost sharing arrangement based on benefits derived, as indicated above there will be a minimum quarterly opportunity for re-negotiation.

iii. Audit Responsibilities

The Partners agree that the partner, who bears the responsibility for record keeping, shall bear the responsibility for audits and audit costs.

VI. Supportive Services

The partners agree to coordinate supportive services for the individual and their families within the boundaries of their respective capacities. This will be tracked and accounted for in the case management process.

VII. Business services

The local One-Stop agrees to provide the listed services below to all employers within the One-Stop jurisdiction.

- Recruitment, orientation and referral of qualified job seekers to job vacancies
- Employment service and employment information
- Labor market information
- Information regarding the Arizona Job Training Program
- Connection to economic development resources
- Rapid response and plant closure assistance
- Resource referral

VIII. Customer Satisfaction

The accountability system should measure the success of the One-Stop Delivery system in ensuring employers and workforce development participants are highly satisfied with workforce development services. This will be done with surveys within an agreed upon two week period every quarter and the results will be shared and posted within the One-Stop Center in addition the actions taken as a result will also be posted.

IX. Continuous Improvement

All partners will participate on the Continuing Improvement Committee (CIC) by designating a representative to serve on this committee. This designee will attend the bi-monthly meetings in an effort to help improve our services through evaluation and customer feedback. Partners will actively participate in any staff meetings conducted for the purpose of operation of the One Stop System or specific One Stop Career Centers.

X. Performance Accountability

All partners agree to meet quarterly to exchange information about performance goals and the attainment of those goals by the partners. Partners will develop strategic plans on how to assist each other in meeting those performance goals whenever possible. The shared data collection system will be the primary source of shared program performance data once all partners implement it. Partner agencies will be held accountable for performance as specified within their scope of work.

All partners in the One-Stop Delivery system will:

- Adhere to prescribed reporting schedules
- Provide required performance data in a compatible format to the Local Workforce Investment Board on a quarterly basis
- Agree to work toward the development of common performance goals and measures that will be in alignment with the stated goals of the Local Workforce Investment Board (LWIB) system.

XI. Referral Process/Methods Between Organizations

The partners agree to provide value-added referrals for customers for additional services with other partner agencies when those customers are deemed in need of such additional

services. It is agreed the One-Stop Delivery system partners of this signed MOU will conduct referral for services in the following manner. All customers referred for services will:

1. Receive a written or electronic referral form with the date, time, and place of the appointment.
2. All appointments will be scheduled within three working days.
3. The individual making the appointment will follow-up with the customer within three working days of the scheduled appointment date.

b. Referral Point of Contact for each organization

The partners agree to provide a referral point of contact including name, title, and associated phone number, e-mail address and fax number for the referral point. The partner organizations agree to provide this information within two weeks of the official signing of this MOU. The partners further agree to keep this information current should changes be necessitated.

c. Co-enrollment

The partners agree to co-enroll participants in multiple partner programs whenever appropriate and as eligibility and other program regulations allow. The objective of such co-enrollment is to broaden the service options for participants and to respond to unmet training, supportive service, and placement support needs. Furthermore, co-enrollment allows the partners to share credit for outcomes. All partners agree to:

- Review and revise enrollment procedures to facilitate co-enrollment whenever possible and appropriate.
- Cross-train partner staff in enrollment procedures and requirements to facilitate co-enrollment as needed and allowable under each program's regulations and policies.
- With the informed consent of the affected participant share participant information (including eligibility and assessment information) to minimize participants' needs to have to provide similar or identical information to more than one of the partners.

c. Appointment Scheduling

The partners agree to coordinate appointment scheduling activities to facilitate customer flow and service among the partners.

XII. Capacity Building

Partners to the MOU agree to a high level of professional standards related to One-Stop staff competencies and protocols, as well as a professional environment for customers of the affiliate site(s). In order for the "universal" customer to receive seamless services in a true One-Stop environment it is imperative that all partners in the system understand each partner organization, their services and their goals. Each partner agrees to provide training to the other partners in the system where appropriate and allowable under each program's regulations and policies. Each partner also agrees to attend training given by other organizations within the One Stop System.

It is understood all organizations participating need to achieve specific program goals and that by supporting each other through training and team work, the One Stop System will result in increased goal achievement by all of the partners. As with all aspects of joint

planning, capacity building efforts shall be examined in the context of adaptability to needed change, customer service and continuous improvement. The partners agree to work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.

XIII. Marketing and Outreach

The partners to the MOU agree to collaborative marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the local One-Stop system. The cost for the development, production and distribution will be a part of the cost allocation plan based on benefit received.

The following resources are or may become available to enhance joint marketing efforts*:

- Web site development
- Public education/information
- One Stop brochures/flyers regarding program services offered
- Television or radio
- Newspapers

*DES/Employment Administration will contribute by providing marketing information for the programs it administers. DES/Employment Administration will not contribute funds to secure advertising and marketing unless those costs are specifically approved and allowed by the Department of Labor.

XIV. Duration of the Agreement

This MOU will commence on July 1, 2008 for an initial term of two years and shall remain in effect through June 30, 2010 with an amendment clause of 30 days unless the local Workforce Investment Board amends or terminates this MOU. Subject to paragraph XVIII, any partner may withdraw from this MOU upon 30 days written notice to the WIB.

XV. Confidentiality

The partners agree to share customer information only for the benefit and with the expressed and informed consent of the participant and- if applicable-the participant's parent or guardian. Informed consent will be documented on the "Release of Information" form attached to this agreement, except as otherwise required by law.

XVI. Dispute Resolution Process

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.

- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute unless otherwise governed by federal or state requirements having jurisdiction over the program.

XVII. Indemnification/Hold Harmless

Each party hereby agrees to indemnify, defend and hold harmless all other parties identified in section 7 above of this MOU from and against all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XVIII. Non-participation by a required partner

If a required partner elects not to participate in this MOU, that partner may not be represented on the local WDB. All efforts must be made to meet and confer and to come to agreement on the issue(s) involved. Alternative representative(s) must be sought which represent the required partner or funding stream.

XIX. Severability Clause

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and respective successors and assigns where permitted by this Agreement.

XX. Insurance

All parties agree to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any other party, a party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

XXI. Assurance and Non-Discrimination Clause

The WIB and the identified partners herein described as parties to this MOU accept the assurances and certifications identified in this section. Through the signing of this MOU, the parties agree to the provision contained in each of the documents identified below and incorporated by reference into this agreement.

- A. Assurances - Non-Construction Programs
- B. Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction
- C. Certifications Regarding Lobbying, Debarment, Suspension, Drug-Free Workplace
- D. Certification of Release of Information
- E. Nondiscrimination of Equal Opportunity Requirements of WIA

Specifically during the performance of this MOU, the parties shall not discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status or sexual orientation. The parties also agree to abide by the provisions of Executive Order 11246 on nondiscrimination and, accordingly,

will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, disability or national origin.

Nothing herein shall be construed as obligating the parties to expend funds or be construed as involving the parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes. This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

XXII. Whole Document

There are no other agreements or understandings, written or oral, between the undersigned other than as set forth herein. This MOU shall not be modified or amended except by a written document executed by both parties to this MOU pursuant to the terms for amending the document set forth herein above.

XXIII. Disabilities Services

Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this agreement will assure that the following is provided, to the extent possible, in the One-Stop delivery system.

- a. One-Stop center facilities that are programmatically and architecturally accessible;
- b. Program access for individuals with disabilities
- c. Reasonable accommodations for individuals with disabilities

XXIV. Data Access

Records of common clients who receive services funded through Wagner-Peyser, Title 1B or other USDOL-funded employment programs, who also receive services from a Partner program, will be maintained in a workforce case management and reporting system provided by the Department of Economic Security.

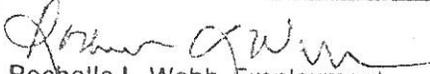
Partners who wish to obtain access to workforce case management and reporting system may do so under the terms and conditions of this Memorandum of Understanding if the following conditions are met:

1. The Partner is responsible for all costs associated with data access (e.g. hardware and software, phone lines, monthly connection charges, fees for usage).
2. The Partner agrees to adhere to state and local policies governing confidentiality, data usage, and standards for data entry.
3. Each Partner staff member who requires access will follow the security access procedures established by the Department of Economic Security and sign the appropriate data access forms prior to receiving access.

XXV. Signatures

Partner is an entity which receives a grant or administers a program for job seeker or employer participants of the Workforce Investment system, whether at a One-Stop Center or at another location. Required Partners are entities designated by Section 121 of the Workforce Investment Act of 1998 and by CFR§662.200. Additional Partners to this Agreement may be so designated by the local Workforce Investment Board.

	Department of Housing & Urban Development Employment & Training Activities

Additional Partner Organizations:	Representing:
 Rochelle L. Webb, Employment Administration, Administrator	TANF Employment and Training; Food Stamp Employment and Training

Title IB Operator

Chair Local Workforce Investment Board

Signature


Signature

Name, Title

Name, Title

Agency/Organization Name

Agency/Organization Name

Address

Address

City, State, Zip

City, State, Zip

Telephone Number

Telephone Number

Fax Number

Fax Number

Email Address

Email Address



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

Handwritten: Modified 01/30/13

1. CONTRACTOR (Name and address) Cochise County Workforce Development, Inc. 900 Carmelita Dr. Sierra Vista, AZ 85635	2. CONTRACT ID NUMBER DE101055001
	3. AMENDMENT NUMBER 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 13.0, Amendments and Modifications, the following changes of net square feet of work space have been made to the contract:

Section 4.3 is replaced in its entirety with:

4.3 Cochise County Workforce Development, Inc. shall provide the DES with 248 net square feet of workspace at Location II - Douglas (Section 5.1 Occupancy Information) for the DES staff and shall provide the necessary common area needed for the DES staff to perform work duties

Section 5.1 is replaced in its entirety with:

5.1 Site Location(s)

Location I – Sierra Vista
Cochise County Workforce Development, Inc.
1843 Paseo San Luis, Sierra Vista, AZ 85637-1373

Location II – Douglas
Cochise County Workforce Development, Inc.
515 E 7th St, Douglas, AZ 85607-1919

Section 5.4 is replaced in its entirety with:

5.4 Total gross square feet of Cochise County's WDI's space in Douglas is 3,969. Number of Cochise County WDI workstations 15 and 1,041 square feet. Number of DES workstations 3 and 248 square feet. Cochise County WDI's percent of common area is 93.75% and 2,512.54 square feet. DES's percent of common are is 6.25% and 167.46 square feet.

Section 5.6 is replaced in its entirety with:

5.6 Cochise County WDI will invoice DES \$3,759.14 based upon EA's \$2,143.76 for their 16.00% and RSA's \$1,176.92 for their 10.50% share if the occupancy costs for Sierra Vista as per Section 5.3 and \$6,200.16 for EA's 6.25% share of the occupancy costs in Douglas as per Section 5.4. This is based on the annual per square foot rate in Sierra Vista of \$1.86 times 1,788.31 square feet allocated divided by 12 months and the annual per square foot rate in Douglas of \$1.15 times 415.46 square feet allocated divided by 12 months,

Therefore by mutual agreement, beginning on July 15th 2013, the modified spaces began to be occupied by the parties.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR COCHISE COUNTY WORKFORCE DEVELOPMENT, INC.
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Vada Phelps</i>
TYPED NAME Francine Whittington, CPPB	TYPED NAME Vada Phelps
TITLE Procurement Manager	TITLE Executive Director
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

This Contract is between the Arizona Department of Economic Security ("DES") and Cochise County Workforce Development, Inc.

WHEREAS Cochise County Workforce Development, Inc. is:
[X] a Non-profit Organization as defined in the Office of Management and Budget (OMB) Circular A-122;
[] a For-profit Organization; and

WHEREAS DES is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE, DES and Cochise County Workforce Development, Inc. agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective on the date of the last required signature and shall terminate on June 30, 2014, unless extended in accordance with DES Special Terms and Conditions.

In accordance with A.R.S. § 37-393.06, DES and Cochise County Workforce Development, Inc. certifies that DES and Cochise County Workforce Development, Inc. do not have scrutinized business operations in Iran.

In accordance with A.R.S. § 37-391.06, DES and Cochise County Workforce Development, Inc. certifies that DES and Cochise County Workforce Development, Inc. do not have scrutinized business operations in Sudan.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Elizabeth G. Csaki

Procurement Manager Signature

Elizabeth G. Csaki, CPPB

Typed Name

Professional Services Unit Manager

Title

6/3/2010

Date

DE101055-001

DES Contract I.D. No.:

FOR AND ON BEHALF OF COCHISE COUNTY WORKFORCE DEVELOPMENT, INC.

Vada Phelps

Signature of Authorized Individual

Vada Phelps

Typed Name

Executive Director

Title

5/17/2010

Date

Cochise County Workforce Development, Inc.,

FEI Number:

860485021 00

Mailing Address:

900 Carmelita Drive

Sierra Vista, Arizona 85637

Contact Name: Vada Phelps

Title: Executive Director

Phone Number: 520-458-9309

Fax Number: 520-417-9910

E-Mail Address: vada.phelps@cpic-cas.org

**SCOPE OF WORK DIRECT CONTRACT
COCHISE COUNTY ONE STOP CENTER AND THE
ARIZONA DEPARTMENT OF ECONOMIC SECURITY/
EMPLOYMENT ADMINISTRATION AND
REHABILITATION SERVICES ADMINISTRATION**

1.0 ADES MISSION AND VISION STATEMENTS

- 1.1 ADES VISION:** Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES MISSION:** The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self-sufficiency of children, adults, and families.

2.0 Purpose

- 2.1** The purpose of this Contract is to provide the required one-stop services outlined in 20CFR662.200.as required under the Workforce Investment Act of 1998. As a mandated partner in the One-Stop service delivery system, the Department must provide services in the identified one-stop facility within each Local Workforce Investment Area (LWIA). This Contract outlines the provisions under which the Department will provide those services.
- 2.2** Legal Authority – for service and for DES to enter into contracts or the statewide: authority include: A.R.S. §41-1954.A.6 provides the Department the authority to contract and incur obligations within the general scope of its activities and operations
- 2.3** Definitions
- 2.4** “Cochise County Workforce Development, Inc.” is the party who is providing the One-Stop location space.
- 2.5** “Cochise County Workforce Development, Inc. Site Location” means the facility where the integration of One-Stop program services will occur.
- 2.6** “DES” means the party who is locating with Cochise County’s Workforce Development, Inc. at the One-Stop facility.
- 2.7** “Contract” means the executed agreement between the governmental parties.

3.0 SERVICE DESCRIPTION

- 3.1** Provision of services to clients under the Workforce Investment Act of 1998. To consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States, and for other purposes.

4.0 RESPONSIBILITIES

- 4.1** DES and Cochise County Workforce Development, Inc. agree as follows:
- 4.2** Cochise County Workforce Development, Inc. shall provide DES with 1,788.31 (EA 1,152.56, RSA 632.75) square feet of workspace at Location I (Section 13.1 Occupancy Information) for DES staff and which includes the necessary common area needed for DES staff to perform work duties.
- 4.3** Cochise County Workforce Development, Inc. shall provide DES with 442.89 (EA) square feet of workspace at Location II (Section 13.2 Occupancy Information) for DES staff and which includes the necessary common area needed for DES staff to perform work duties.
- 4.4** DES will reimburse Cochise County Workforce Development, Inc. for usage of the workspaces and a percentage of the common areas used by DES staff at both locations on a monthly basis.

5.0 OCCUPANCY INFORMATION

5.1 Site Location(s)

Location I – Sierra Vista	Location II - Douglas
Cochise County Workforce Development, Inc.	Cochise County Workforce Development, Inc.
1843 Paseo San Luis	1706 East 10 th Street
Sierra Vista, Arizona 85637-1373	Douglas, Arizona 85607-1919

- 5.2** **Costs:** DES will reimburse Cochise County Workforce Development, Inc. for its share of the costs at the above locations (Section 5.1). The determination of the proportionate share of monthly occupancy costs, as well as other costs herein, is based on the square foot allocation as shown below:

- 5.3** Location I – Sierra Vista
- Total square feet of Cochise County Workforce Development, Inc.'s space in Sierra Vista is 6000.
- Number of Cochise County Workforce Development workstations 8 and 3,589.99 direct square feet.
- Number of DES workstations 10 and 1,512.76 direct square feet.
- Number of EA workstations 5 and 988.00 direct square feet.
- Number of RSA workstation 5 and 524.76 direct square feet.
- Cochise County Workforce Development's percent of area 73.50% and 755.95 common square feet.
- EA's percent of area 16.00% and 164.56 common square feet.
- RSA's percent of area 10.50% and 107.99 common square feet.

- 5.4 Location II – Douglas
 Total gross square feet of Cochise County's Workforce Development, Inc.'s space in Douglas is 3,400.
 Number of Cochise County Workforce Development workstations 2 and 305 square feet.
 Number of DES workstations 2 and 367.58 square feet.
 Cochise County Workforce Development's percent of common area is 89% and 2,652.11 square feet.
 DES's percent of common area is 11% and 75.31 square feet.
- 5.5 The occupancy costs at both locations will include the following services:
 Electricity
 Gas (if applicable)
 Water/sewer
 Trash
 Janitorial (including the routine cleaning of floor coverings)
 Exterior ground maintenance.
 Local phone services.
- 5.6 Cochise County Workforce Development, Inc. will invoice DES \$3,759.14 based upon EA's \$2,143.76 for their 16.00% and RSA's \$1,176.92 for their 10.50% share of the occupancy costs for Sierra Vista as per Section 5.3 and \$438.46 for EA's 11.00% share of the occupancy costs in Douglas as per Section 5.4. This is based on the annual per square foot rate in Sierra Vista of \$1.86 times 1,788.31 square feet allocated divided by 12 months and the annual per square foot rate in Douglas of \$0.99 times 442.89 square feet allocated divided by 12 months.
- 5.7 Cochise County Workforce Development, Inc. shall ensure maintenance of the structural elements, heating, cooling and other systems of the provision of services space/facility.
- 5.8 Any requests by DES for changes, alterations or modifications to the provision of services space after move in will be submitted to Cochise County Workforce Development, Inc.'s designated site person per Section 10.3 for processing the work order to the appropriate Cochise County Workforce Development, Inc. personnel. If the work order is approved, the costs will be billed to the appropriate DES program at the address in Section 10.2.
- 5.9 Any request for an exterior sign(s) must be approved in advance by Cochise County Workforce Development, Inc.. Signage requests must comply with all City code/ordinance requirements and in non-owned facilities will also require advance approval regarding any sign requirements/standards that they may have. Upon termination of this Contract, any costs to remove a sign(s) and/or to return the building to its original conditions, installed at DES's request, will be assigned to DES.
- 5.10 Any changes to DES' direct costs shall be justified, separately negotiated and included as amendments to this Contract.

6.0 TELECOMMUNICATIONS, VOICE/DATA

- 6.1 The percentage of the communication costs are integrated into the Utilities line item and are part of DES' total monthly charges as agreed. DES will not be billed separately for these costs.
- 6.2 DES/EA at the Location I site (Sierra Vista) will provide the following voice requirements, wiring, and installation as identified:
 Instruments/lines
 Voice Mail
 T-1 Line(s)
 Fax machine – Resource Room/Office Area
 UI Ring Down Phone Line
 Maintenance and repair of instruments
- 6.3 DES/RSA at the Location I site (Sierra Vista) will provide the following voice requirements, wiring, and installation as identified:
 Instruments/lines
 Voice Mail
 Maintenance and repair of instruments
 Fax machine – Resource Room/Office Area
 T-1 Line(s)
- 6.4 Cochise County Workforce Development, Inc. at the Location I site (Sierra Vista) will provide the following voice requirements, wiring, and installation as identified:
 Instruments/lines
 Voice Mail
 T-1 Line(s)
 Fax machine
 Maintenance and repair of instruments
- 6.5 DES/EA at the Location II site (Douglas) will provide the following voice requirements, wiring, and installation as identified:
 Instruments/lines
 Voice Mail
 T-1 Line(s)
 Fax machine – Office
 UI Ring Down Phone Line
 Maintenance and repair of instruments
- 6.6 Cochise County Workforce Development, Inc. at the Location II site (Douglas) will provide the following voice requirements, wiring, and installation as identified:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Fax machine
- Maintenance and repair of instruments

6.7 **Voice Communications**

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment. RSA employees will receive a long distance phone code that they will use when making long distance phone calls. A Contractor's monthly phone invoice shall detail the long distance phone calls by employee names.

6.8 **Data Communications**

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

7.0 **OFFICE FURNITURE & EQUIPMENT**

7.1 DES/EA will provide the following at the Location I (Sierra Vista) site:

- Office supplies for EA staff
- Desk(s)
- Side chair(s)
- Copier(s) Resource Room
- Partitioned workstation(s)
- Chair(s)
- File cabinet(s)
- Modular workstations

7.2 DES/RSA will provide the following at the Location I (Sierra Vista) site:

- Office supplies for DES/RSA staff
- Desk(s)
- Side chair(s)
- Modular workstations
- Partitioned workstation(s)
- Chair(s)
- File cabinet(s)

7.3 Cochise County Workforce Development, Inc. will provide the following at the Location I (Sierra Vista) site:

- Modular workstation(s)
- Double Pedestal Desk(s)
- Side chair(s)
- Computer table (s)
- Office supplies for Cochise County Workforce Development, Inc. staff
- Counter workstation(s)
- Chair(s)
- File cabinet(s)
- Copier(s)

7.4 DES/EA will provide the following at the Location II (Douglas) site:

- Office supplies for DES staff
- Desk(s)
- Side chair(s)
- Computer table (s)
- Modular workstations
- Partitioned workstation(s)
- Chair(s)
- File cabinet(s)
- Copier(s) Resource Room

7.5 Cochise County Workforce Development, Inc. will provide the following at the Location II (Douglas) site:

- Modular workstation(s)
- Double Pedestal Desk(s)
- Side chair(s)
- Computer table (s)
- Office supplies for Cochise County Workforce Development, Inc. staff
- Counter workstation(s)
- Chair(s)
- File cabinet(s)
- Copier(s)

7.6 The purchasing party shall retain all furniture and office equipment purchased during the term of this Contract.

7.7 **Equipment Supplies – Sierra Vista**

The equipment supplies use such as paper, toner and maintenance costs are the responsibility of each program.

7.8 **Equipment Supplies – Douglas**

The equipment use such as the copy machine(s), printer(s) general supplies such as paper and toner and the maintenance of the equipment costs are integrated into DES total monthly charges.

7.9 **Office Supplies – Sierra Vista and Douglas**

Each party will be responsible for providing their staff with office supplies needed to perform their work duties.

8.0 **REPORTING REQUIREMENTS**

8.1 Insurance Certificates – Submit to contact stated in 10.2

9.0 **PAYMENT REQUIREMENTS**

- 9.1 Cochise County Workforce Development, Inc. shall submit an invoice to DES within 15 days following the closure of the month for the facility spaces provided to DES.
- 9.2 The location cost associated with this Contract will effective on the date of move-in.
- 9.3 Invoices shall be submitted to the address shown in Section 10.2.
- 9.4 DES shall prepare and issue a warrant within thirty-days (30) of receipt of an invoice from Cochise County Workforce Development, Inc. The warrant shall be submitted to the address shown in Section 10.1.

10.0 NOTICES

- 10.1 All notices to the regarding this Contract shall be sent to the following address:

Vada Phelps, Executive Director
Cochise County Workforce Development, Inc.
900 Carmelita Drive
Sierra Vista, AZ 85637
Phone: 520-458-9309
Fax: 520-417-9910
E-mail: vada.phelps@cpic-cas.org

- 10.2 All notices to DES regarding this Contract shall be sent to the following address:

Kathryn Todd, Programs & Projects Specialist
Budget & Planning Unit
AZ/DES/Employment Administration
1789 West Jefferson Road Site Code: 734A
Phoenix, Arizona 85007
Phone: 602-542-0929
Fax: 602-542-3690
E-mail: KTodd@azdes.gov

- 10.3 The following One Stop Career Center Coordinators will handle routine non-monetary issues or concerns:

Vickie Simmons
Deputy Director
Cochise County Workforce Development, Inc.
1843 Pasco San Luis
Sierra Vista, AZ 85637
Phone: (520) 458-9309
E-mail: v.simmons@cpic-cas.org

- 10.4 Notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated above.

- 10.5 All notices shall reference the contract number as indicated on the signature page of this Contract.

11.0 DISPOSITION OF PROPERTY

- 11.1 It is the purchasing party's responsibility to dispose of furniture or office equipment purchased during the term of this Contract as authorized in that party's rules and regulations.

12.0 NON-AVAILABILITY OF FUNDS

- 12.1 Every payment obligation of DES under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by DES at the end of the period for which funds are available. No liability shall accrue to DES in the event this provision is exercised and DES shall not be obligated, or liable for any future payments of, for any damages as a result of termination under this paragraph.

13.0 AMENDMENTS OR MODIFICATIONS

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

13.2 Exceptions

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

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.
4. Changes in contract related personnel positions of Cochise County Workforce Development, Inc. which do not affect staffing ratios, staff qualifications

or specific individuals required under this contract.

14.0 VETERANS' PRIORITY PROVISIONS

14.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at <http://www.doleta.gov/programs/VETs/> for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

15.0 AMERICANS WITH DISABILITIES ACT

15.1 Both parties to this Contract shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

16.0 SALARY AND BONUS LIMITATIONS

16.1 In compliance with Public Law 110-161 (and any other applicable appropriation provision), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

17.0 EMPLOYMENT DISCLAIMER PROVISION

17.1 This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

18.0 CONFIDENTIALITY OF RECORDS

18.1 Cochise County Workforce Development, Inc. shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Master Program Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State.

37.0 ATTACHMENTS

- 37.1 Cochise County Workforce Development, Inc. shall comply with the attached:
- 37.1.1 Attachment 1 Assurances and Certification Signature Page
 - 37.1.2 Attachment 2 Procurement Contract Provisions
 - 37.1.3 Attachment 3 Retention and Access Requirements for Records
 - 37.1.4 Attachment 4 Assurances – Non-Construction Programs
 - 37.1.5 Attachment 5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - 37.1.6 Attachment 6 Certification Regarding Lobbying
 - 37.1.7 Attachment 7 Drug-Free Workplace Certification
 - 37.1.8 Attachment 8 Nondiscrimination & Equal Opportunity Assurance
 - 37.1.9 Attachment 9 Certification of Release of Information
 - 37.1.10 Attachment 10 Certificate Regarding Environmental Tobacco Smoke
 - 37.1.11 Attachment 11 Other Administrative Requirements
 - 37.1.12 Attachment 12 OMB Circular A-87 Revised
 - 37.1.13 Attachment 13 WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

38.0 EXHIBITS

- 38.1 None

ATTACHMENT 1

ASSURANCES AND CERTIFICATIONS – SIGNATURE PAGE

The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing and returning this signature page, the grantee/recipient is providing the certifications set forth below:

- A. Assurances - Non-Construction Programs (SF 424 B)
- B. Certification Regarding Debarment and Suspension.. (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug Free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37),
- F. Certification of Release of Information
- G. Certification Regarding Environmental Tobacco Smoke
- H. Other Administrative Requirements
- I. OMB Circular A-87 Revised

APPLICANT NAME and LEGAL ADDRESS:

Vada Phelps, Executive Director
Cochise County Workforce Development, Inc.
900 Carmelita Drive
Sierra Vista, Arizona 85637

If there is any reason why one of the assurances or certifications listed cannot be signed, please explain. Cochise County Workforce Development, Inc. need only submit and return this signature page with the Intergovernmental Service Agreement. All other instructions shall be kept on file by Cochise County Workforce Development, Inc.



Executive Director

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

Cochise County Workforce Development, Inc.

ORGANIZATION

5/17/10

DATE SUBMITTED

ATTACHMENT 2

29 CFR 97.36 – Procurement - Contract Provisions

(i) **Contract provisions.** Cochise County Workforce Development, Inc.'s and its sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where Department of Economic Security violates or breaches contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by Cochise County Workforce Development, Inc. or its sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Cochise County Workforce Development, Inc. and the Department of Economic Security or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by Cochise County Workforce Development, Inc. and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Cochise County Workforce Development, Inc. and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by Cochise County Workforce Development, Inc., the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Department of Economic Security which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after Cochise County Workforce Development, Inc. or sub-grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995]

ATTACHMENT 3

29 CFR 97.42 - Retention and access requirements for records

(a) **Applicability.**

- (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Cochise County Workforce Development, Inc. or sub-grantees which are:
 - (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
 - (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.
- (2) This section does not apply to records maintained by Cochise County Workforce Development, Inc. or sub-grantees. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) **Length of retention period.**

- (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.
- (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- (3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with Cochise County Workforce Development, Inc. and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to Cochise County Workforce Development, Inc. or sub-grantee.

(c) **Starting date of retention period**

- (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day Cochise County Workforce Development, Inc. or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day Cochise County Workforce Development, Inc. submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day Cochise County Workforce Development, Inc. submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
- (2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.
- (3) Records for income transactions after grant or sub grant support. In some cases Cochise County Workforce Development, Inc. must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of Cochise County Workforce Development, Inc.'s fiscal year in which the income is earned.
- (4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to Cochise County Workforce Development, Inc.) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

ATTACHMENT 3 CONTINUED

- (ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to Cochise County Workforce Development, Inc.) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- (d) **Substitution of microfilm.** Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- (e) **Access to records**
 - (1) Records of Cochise County Workforce Development, Inc. and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Cochise County Workforce Development, Inc. and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
 - (2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- (f) **Restrictions on public access.** The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, Cochise County Workforce Development, Inc. and sub-grantees are not required to permit public access to their records.

ASSURANCES NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-372) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-Contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § ~1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § ~469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 at seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

ATTACHMENT 5

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or plan.

ATTACHMENT 6

CERTIFICATION REGARDING LOBBYING

Certification of Contracts, Grants, Loans, and Cooperative Contracts

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1372, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTACHMENT 7

DRUG-FREE WORKPLACE CERTIFICATION

Cochise County Workforce Development, Inc. certifies it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - c. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
4. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
5. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
Cochise County Workforce Development, Inc. may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, Gila-Pinal WIB, state, zip code):

Check () if there are workplaces on file that are not identified here.

ATTACHMENT 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all Contracts the grant applicant makes to carry out the WIA Title I B financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

ATTACHMENT 9

CERTIFICATION OF RELEASE OF INFORMATION

This certification is executed with the signing of the certification signature page and submission with the Contract package.

CERTIFICATION FOR RELEASE OF INFORMATION

Each grantee must indicate the Federal Share of the grant and the percentage of the grant financed by the Federal share. In this regard, the Certificate for Release of Information is cited below for this purpose. The submission of a signed application containing a copy of this Certification for Release of Information, "shall constitute the necessary certification."

CERTIFICATION

"The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program, the grantee shall clearly state (1) the percentage of the total cost of the program or project which will be or is being financed with Federal money, and (2) the dollar amount of Federal funds for the project or program; except when, the project or program is competitive."

As the duly authorized representative of the applicant, I hereby certify by signing the certification signature page that the applicant will comply with the assurance and certifications in Part III of the Solicitation for Grant Applications (SGA).

ATTACHMENT 10

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C:

Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting the certification signature page with this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

ATTACHMENT 11

OTHER ADMINISTRATIVE REQUIREMENTS

In performing its responsibilities under this Contract, the grantee further certifies and assures that it will fully comply with:

29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and the 29 CFR Part 97 clarifications and exceptions specified below:

29 CFR 97.26 - Program Income.

Cochise County Workforce Development, Inc. **shall** use the Addition method for computing Program Income. The grantee may deduct those costs incident to generation of program income from gross income to determine net program income provided that such costs were not charged to grant funds under this Contract.

29 CFR 97.31 – Property

Real property includes both real property acquired under this Contract and real property transferred to this Contract from prior Contracts.

29 CFR 97.32 - Equipment and 29 CFR 97.33 – Supplies

Equipment and Supplies includes both equipment and supplies acquired under this Contract and equipment and supplies transferred to this Contract from prior Contracts.

Financial Reporting

29 CFR 97.41 (a) and (b)

These are the general parameters for financial reporting.

29 CFR 97.41 (b)

The Employment and Training Administration (ETA) is implementing a new Office of Management and Budget (OMB) approved quarterly financial reporting form to be used for financial reporting starting with the quarter which will end September 30, 2007. The reporting instructions for the newly approved form will be issued shortly and will require that State grantees use the ETA Web-based reporting system for the filing of quarterly financial status reports. A separate report must be completed each quarter for each funding source (See Fund Type) provided under this Contract until such time as such funds for a given year have been expended or expired (i.e., expired due to statutory provision or expired due to terms of a specific grant/plan, as applicable). The software provided to grantees by the grantor agency will contain a menu listing all funding source reporting options to assist the grantees in full reporting coverage.

29 CFR 97.41 (b) (2)

This requires Cochise County Workforce Development, Inc. to report program outlays (expenditures) on an accrual basis.

29 CFR 97.41 (c) (1)

The grantee is exempted from the requirement to submit the SF-272, Federal Cash Transactions Report, and the SF-272a, Federal Cash Transactions Report, continuation sheet, provided that the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements.

ATTACHMENT 12

OMB Circular A-87 Revised

Cost Principles for State and Local Governments and the provisions and exceptions specified below:

For those selected items of cost requiring prior approval, the authority to grant or deny approval is delegated to the State for programs funded under this Contract except that the Secretary reserves the right to require transfer of title on nonexpendable Automated Data Processing Equipment in accordance with the provisions at 29 CFR 97.32 (g). **Pursuant to 20 CFR 652.8(d)(2)**, the Secretary reserves the right to exercise prior approval authority in other areas, after providing advance notice to the State. **Accordingly, capital expenditures for real property are allowable as a direct cost only if approved by the Secretary (Grantor).**

For personnel benefit costs charged to Wagner-Peyser Act funds on behalf of Employment Service (ES) employees who are members of fringe benefit plans which do not meet the requirements of OMB Circular A-87, Attachment B, Item 11, the costs of employer contributions or expenses incurred for ES fringe benefit plans are allowable as an addition to OMB Circular A-87, provided that:

- (i) For retirement plans: (A) all covered employees joined the plan before October 1, 1983; (B) the plan is authorized by State law; (C) the plan was previously approved by the Secretary; (D) the plan is insured by a private carrier which is licensed to operate this type of plan in the applicable State; and (E) any dividends or similar credits because of participation in the plan are credited against the next premium falling due under the contract;
- (ii) For all ES fringe benefit plans other than retirement plans, if the Secretary granted a time extension after October 1, 1983, to the existing approval of such a plan, costs of the plan are allowable until such time as the plan is comparable in cost and benefits to fringe benefit plans available to other similarly employed ES employees. At such time as the cost and benefits of an approved fringe benefit plan are equivalent to the cost and benefits of plans available to other similarly employed ES employees, the time extension will cease and the cited requirements of OMB Circular A-87 will apply; and
- (iii) For retirement plans and all other fringe benefit plans covered in (i) and (ii) of this paragraph, any additional costs resulting from improvements of the plans made after October 1, 1983, are not chargeable to funds under this Contract.

29 CFR PART 96 and 99 (Audit Requirements)

These requirements apply as supplemented by the Wagner-Peyser Act regulations at 20 CFR 652.8(f).

WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

POLICY: WIA regulations require that incidents of fraud, waste, abuse or other criminal activity be reported through the incident reporting to the Department of Labor, Office of Inspector General. All Staff and contracted service providers, in accordance with Federal regulation shall include a system of internal controls which ensure resource use is consistent with laws, regulations and policies; are safe guarded against waste, loss and gross mismanagement of funds; are alerted to the potential of fraud. Abuse and/or criminal acts in the WIA programs through conflict of interest, falsification of records or reports and misappropriation of funds or other assets; an lastly, be aware of obligations to report such activities.

PROCEDURES: Reporting of Fraud & Abuse: Information and complaints involving criminal fraud, waste, abuse or other criminal activity by a LWIA or staff must be reported immediately. Reports are made through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Arizona State Attorney General's Office. **The OIG/DOL Hotline number is 1-800-347-3756.** Email notifications can be made to the Office of Inspector General (OIG) at www.oig.dol/hotnet1.htm, or, by FAX to 202-693-5210.

All grantees/Cochise County Workforce Development, Inc. staff or employees with allegations of fraud, waste, or abuse, should be advised to contact OIG directly, particularly if they want to protect their anonymity. The U.S. Department of Labor (DOL) and its divisions enforce laws that directly protect whistle blowers or have provisions to shield employees from retaliation, for reporting violations of the laws, refusing to engage in any action made unlawful by the laws, or participating in any proceedings under the laws.

Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue NW, Washington DC 20210 for processing.

UNIFORM TERMS AND CONDITIONS
Version 7

- 1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "*Contractor*" means any person who has a Contract with the State.
- 1.5 "*Days*" means calendar days unless otherwise specified.
- 1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30,
- 2 **Contract Interpretation**
- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 **Contract administration and operation.**

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 **Costs and Payments**

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona 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 collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor

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

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the, contractor

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. 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 within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6 Risk and Liability

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. 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 Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 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
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to 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, toward fulfillment of this

Contract.

7 Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 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 licenses and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The 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 period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The 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.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 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.
- 9.2 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 or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The 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.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in

procuring materials or services in substitution for those due from the Contractor.

- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 Arbitration.
The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Standard/ No Auto

- 1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- 1.3 **"May"** indicates something that is not mandatory but permissible.
- 1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.6 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0 **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
 2. Summary schedule of prior audit findings
 3. Auditor's Reports (detailed in the A-133)
 4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion

of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

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

4.0 **Availability of Funds.**

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 **Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:

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

5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

5.3 Within thirty (30) days of contract award, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 **Certification of Cost or Pricing Data.**

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

7.0 **Certification Regarding Lobbying.**

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

8.0 **Code of Conduct.**

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

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
2. Acted on behalf of the State without appropriate authorization;

3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a **political** consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

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

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State.

12.3 The State shall have the unilateral right to extend the contract period for four (4) additional one-year periods or portions thereof for a total contract term not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.

- 12.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 12.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).
- 13.0 Cooperation.**
- 13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- 14.0 Data Sharing Agreement.**
- 14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.
- 15.0 Equipment.**
- 15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.
- 16.0 Eligibility for State or Local Public Benefits; Documentation and Violations.**
- 16.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

17.0 Evaluation.

- 17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
- 17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

- 18.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 18.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

19.0 Fair Hearings and Service Recipients' Grievances.

- 19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

- 20.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

21.0 Fees and Program Income.

- 21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

- 22.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
2. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).
5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
6. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

23.0 Inclusive Contractor.

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 Indemnification and Insurance.

24.1 Indemnification Clause:

- 24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 Insurance Requirements:

24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is 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 and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of 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.
 2. **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 shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** 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.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the **Scope of Work Reporting Requirements** specifies otherwise. **The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the 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, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

- 25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 26.0 Levels of Service.**
- 26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
- 26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 26.3 Any administration within the Department may obtain services under this contract.
- 26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
- 27.0 Monitoring.**
- 27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- 28.0 Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- 28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a

person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 **Offshore Performance of Work Prohibited.**

30.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

31.0 **Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. 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:
 1. Division/Administration Special Terms and Conditions;
 2. ADES Special Terms and Conditions;
 3. Uniform Terms and Conditions;
 4. Scope of Work or Specification;
 5. Attachments;
 6. Exhibits;
 7. Documents referenced or included in the Solicitation.

32.0 **Pandemic Contractual Performance.**

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

33.0 **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:

1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 **Payment Recoupment.**

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.

10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 Predecessor and Successor Contracts.

36.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

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

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. 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.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

- 40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:
1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
 2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

- 41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- 41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.
- 41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

- 42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 43.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

44.0 Substantial Interest Disclosure.

- 44.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 44.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 44.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

45.0 Supporting Documents and Information.

- 45.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the

Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

46.0 **Suspension or Debarment.**

46.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

47.0 **Technical Assistance.**

47.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

48.0 **Termination for Any Reason.**

48.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

48.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.

48.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

49.0 **Termination for Default.** In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

49.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

50.0 **Transfer of Knowledge.**

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

51.0 **Transition of Activities.**

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

52.0 **Unallowable Costs.**

52.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

52.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

53.0 **Visitation, Inspection and Copying.**

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

54.0 **Warranty of Services.**

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

EMERGENCY PROCEDURE HANDBOOK

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INTRODUCTION

Emergencies, disasters, accidents and injuries can occur in any setting and at any time-usually without warning. Being prepared physically and psychologically to handle emergencies is an individual responsibility as well as an organizational one.

The purpose of this guide is to acquaint you with a plan for handling emergencies, and to establish guidelines for you to follow at work and at home. Once you are familiar with this information, you should be able to protect yourself and perhaps others.

Preparation is the key to minimizing the effects of emergencies. Know the answers to the following questions **BEFORE** you have to use the information:

- * Where are the **EXITS**?
- * Where are **FIRE EXTINGUISHERS**?
- * Where is the **FIRST AID KIT**?
- * How will visitors and employees with disabilities be evacuated?
- * Are vital records protected?

The time spent researching and answering these questions can save lives and resources. Preparation will minimize panic and confusion. It will also allow a planned response rather than an undirected reaction. No matter what the crisis **THINK** before you act, then act swiftly to limit exposure to the danger for yourself and others.

Please read this guide thoroughly **BEFORE** an emergency occurs and become acquainted with your **EMERGENCY RESPONSE TEAM** members and **EMERGENCY PHONE NUMBERS**.

This guide is prepared through the cooperative efforts of many state agencies and DES divisions. The purpose of this guide is to establish standard emergency procedures for DES employees. **YOUR SAFETY IS OF PRIMARY IMPORTANCE!**

If a catastrophic event occurs, Capitol Police or local law enforcement will contact the appropriate emergency response personnel in your local area.

SOME EMERGENCIES MAY REQUIRE EVACUATION OF THE BUILDING

IMPORTANT POINTS TO REMEMBER

1. Verbal notice or fire alarms will be used to sound the evacuation.
2. Remain calm and orderly; move quickly and safely.
3. Follow the instructions of emergency personnel.
4. Render assistance to any injured persons in the area.
5. If time permits, turn off the power to **ALL** electrical equipment in the area. This can be done by tripping the main circuit breaker in the service panel.
6. Go to an open area away from the building. Remember to keep roadways and walkways clear for emergency vehicles and personnel.
7. Perform a head count of all employees. Report to emergency personnel if any employees or visitors are thought to be remaining in the building.
8. **WAIT FOR INSTRUCTIONS. DO NOT RE-ENTER THE BUILDING** unless instructed to do so by emergency personnel.

911 - TO REPORT EMERGENCIES

WHEN CALLING:

1. Give your name.
2. Give your phone number.
3. Give your address. Include building number, room number, floor, cross streets, and any other information that will help the emergency personnel find you.
4. Calmly describe the situation: who, what, where, how and how many are involved.
5. **DON'T HANG UP!** Let the person you are talking to end the conversation. Other information may be needed.

* When reporting a workplace injury of a DES employee, you must call **1-800-837-8353** statewide) *within 48 hours* of the injury. You must also complete an Employee's Report of Industrial Injury (IR-050) within five days of the injury to ensure timely reporting to ADOA Risk Management. Send the completed IR-050 to DES Office of Risk Management, Site Code 842C, or fax to 602-229-2890. Complete an Unusual Incident Report (J-309) and send it to the Office of Risk Management, Site Code 842C.

EMERGENCY RESPONSE PROCEDURES

- Each **Local Office Coordinator (LOC)**, **Local Office Manager (LOM)** or **Building Coordinator (BC)** will request that their section supervisors designate an Evacuation Monitor, and a back-up monitor, to assist in carrying out the procedures outlined in this Emergency Procedure Handbook.
- The LOC/LOM/BC will be responsible for providing training to all Evacuation Monitors and designated back-ups. If specialized training is required, contact the Office of Organization and Management Development for a listing of available classes.
- Evacuation Monitors are responsible for annual training of their employees to familiarize them with fire alarms, fire protection equipment, exits, egress routes, areas of refuge and assembly areas. Annual fire drills will be conducted and documented by the Evacuation Monitors.

COMPLETE THE FOLLOWING INFORMATION

DISTRIBUTE AND POST!

BUILDING ----- FLOOR ----- LOC/LOM/BC _____

EVACUATION MONITORS:

	NAME	BACKUP
AREA 01	_____	_____
AREA 02	_____	_____
AREA 03	_____	_____
AREA 04	_____	_____

EMERGENCY SERVICE PHONE NO. -----

FIRE DEPARTMENT PHONE NO.-----

POLICE DEPARTMENT PHONE NO.-----

PREDESIGNATED EXIT/ASSEMBLY AREA:-----

EMERGENCY RESPONSE

KNOW THE LOCATION OF FIRE EXTINGUISHERS IN YOUR AREA AND HOW TO USE THEM

FOLLOW THESE STEPS IN THE EVENT OF A FIRE:

1. Pull the emergency alarm or otherwise sound an alarm.
2. Report the fire to the fire department—call 911! Call the DES Office of Risk Management as soon as possible after the fire.
3. If the fire is small, obtain the nearest fire extinguisher. Direct the discharge of the fire extinguisher at the base of the flames.
4. If the fire is large, evacuate the building, alerting personnel as you go. Render assistance to any injured persons in the area.
5. Make sure all doors leading to the main hallways are closed to prevent further spreading of the fire. **DO NOT** lock doors.
6. Once outside, move to an open area at least 20 yards from the building. Avoid inner courtyards. Keep roadways clear for emergency vehicles.
7. Follow the instructions of emergency personnel.
8. **REMEMBER!** If a fire extinguisher has been discharged, ensure that it is replaced with a fully-charged extinguisher.



FIRE

1. Call **911** and report the location of the fire.
2. Activate the fire alarm, alert others, and move everyone away from the area of the fire.
3. Use a fire extinguisher on small fires, only if it is safe.
4. For larger fires, **GET OUT!** Close doors to confine the fire as much as possible.
5. If your clothing catches fire:



WHEN A FIRE ALARM SOUNDS

1. Proceed to the nearest **EXIT**. Follow the directions of emergency personnel.
2. Feel closed doors before opening them. If they are **HOT** or smoke is visible, **DO NOT OPEN!**
3. **Do not risk personal safety attempting to save possessions.**
4. **DO NOT USE ELEVATORS.**
5. **DO NOT BREAK WINDOWS.** Oxygen feeds fires.
6. If moving through smoke, stay as low to the ground as possible.
7. **ALL** fires, regardless of size, **MUST** be reported to the fire department, Site Manager and the DES Office of Risk Management.

FIRE EXTINGUISHER FUNDAMENTALS

- PULL** safety pin from handle.
AIM nozzle at base of fire.
SQUEEZE the trigger handle.
SWEEP the spray from side to side.



OTHER FIRE TIPS

IF CAUGHT IN SMOKE

Drop to hands and knees and crawl. Hold your breath as much as possible, and breathe through your nose using a filter (blouse, jacket, handkerchief).

ADVANCING THROUGH FLAMES

If forced to advance through flames, move quickly. Hold your breath; keep your head down, covering your head and hair; keep your eyes closed as much as possible.

IF TRAPPED IN A ROOM

Place cloth material under/around door to prevent smoke from entering. Close as many doors as possible between you and the fire.

EVACUATION OF PERSONS WITH DISABILITIES

It is very likely evacuations will involve individuals with disabilities. The following information will be helpful in safe evacuation and communication during an emergency. Above all else, involve the individual. It is vital to *consult with the individual prior to an emergency* to develop a personal evacuation plan with that person. They are the experts on their disability, and know best how to move them out of a building in an emergency. Make sure they understand what is happening, and what procedures must be followed. In some instances, the person with a disability will not be able to evacuate the facility and should be positioned in an area of refuge to await assistance by the fire department.



PERSONS WITH MOBILITY IMPAIRMENTS

Persons with limited mobility may or may not use wheelchairs. Those individuals who can ambulate in varying degrees will need to be assisted down stairs. Ask the individual for instructions; they know best how to move and what accommodations to make.

Important Points to Remember

- Always consult with the individual who uses a wheelchair before moving him or her.
- Transfer the individual from the wheelchair to an evacuation chair, if possible.
- If the emergency dictates that you must move the individual downstairs in his or her wheelchair, **DO NOT** move them down the stairs backwards.
- The number of people that may be required for evacuation assistance should be discussed and planned prior to an emergency. Designated individuals should be aware of their roles in an emergency situation.
- Be aware that some individuals who use wheelchairs may use catheter leg bags, braces, oxygen, prosthetics, or other devices. Ask the individual for guidance prior to moving him or her.

PERSONS WITH VISUAL IMPAIRMENTS

In the event of an emergency, tell the visually-impaired person the nature of the emergency, and offer to guide them to the nearest exit. Have the person take your elbow and escort him or her during the evacuation. Although most persons with a visual impairment will be familiar with their immediate work environment, it still may be necessary to escort them to safety.

Important Points to Remember

- Explain the nature of the emergency.
- Offer to guide the individual to safety. As you walk, explain your destination, where you are, any obstacles, which way you are going to turn, the number of stairs, etc.
- Upon reaching safety, orient the individual to his or her surroundings.



PERSONS WITH HEARING OR SPEECH IMPAIRMENTS

Communication varies with persons who are hearing or speech impaired. They may not hear audible alarms. In an emergency, it is important that everyone understands what is happening and how to proceed. To gain a hearing impaired individual's attention, turn lights off and on, or tap him or her lightly on the shoulder. Another good method is to convey your message in writing. Use concise words. A good example: *"Fire! Exit out rear door to right, down stairs. Leave NOW!"*

Important Points to Remember

- **Gain attention by turning lights off and on.**
- **Convey message in writing.**
- **Use short, concise words.**

MEDICAL EMERGENCIES

IMPORTANT! If you think an individual requires immediate medical attention, CALL 911!

CONSCIOUS VICTIMS

1. Sound the alarm and call for help. Have someone call **911**.
2. If the victim is conscious, have him or her sit down with the head between the knees, or lying down.
3. Try to control any heavy bleeding using direct pressure to the wound.
4. Try to maintain the victim's body temperature and slightly elevate the legs to prevent going into shock.

UNCONSCIOUS VICTIMS

1. Sound the alarm and call for help. Have someone call **911**.
2. Check that the victim is breathing. If breathing, roll victim onto his or her side. If victim is not breathing, begin mouth-to-mouth resuscitation.
3. Establish and maintain an airway.
4. Check for bleeding. Try to control excess bleeding with direct pressure.
5. Check for a pulse. Start cardiopulmonary resuscitation (CPR) if the individual has no pulse. **Begin CPR ONLY if you are trained in this procedure.**



SEVERE BLEEDING

1. Sound the alarm and call for help. Have someone call **911**.
2. Apply direct pressure to the wound area with a clean cloth.
3. If possible, use a barrier between the wound and yourself (rubber gloves, bandages, a clean cloth).
4. Apply firm, steady pressure for five to fifteen minutes or until medical help arrives.
5. Do not remove bandages.
6. If more bandages are needed, add to the existing bandages. **DO NOT REMOVE BANDAGES.**
7. If the victim is bleeding from an extremity (hand, foot, etc.) use gravity to slow the flow of blood.
8. If there are no broken bones, elevate the limb so that it is above the victim's heart.

SEIZURE

1. Sound the alarm and call for help. Have someone call **911**.
2. Let the seizure run its course immediately. Know the signs and symptoms of heat
3. **DO NOT** attempt to force anything into the victim's mouth.
4. Help the victim lie down, to prevent injuries from falling down.
5. Loosen restrictive clothing.
6. **DO NOT** use force or attempt to restrain a seizure victim.
7. **Provide an opportunity for the victim to rest after the seizure.**
8. **There is little help you can render to stop a seizure from occurring.** Simply keep the victim comfortable and away from danger.

MEDICAL EMERGENCIES (continued)

IMPORTANT!

If you think an individual requires immediate medical attention,

CALL 911!

HEAT STROKE

Heat stroke can be fatal if the victim is not cooled immediately. Know the signs and symptoms of heat stroke:

- Lack of perspiration
- Red, bluish or mottled skin
- Hot, dry skin
- Mental confusion, anger, delirium
- Chills, nausea, dizziness

Take the following actions:

1. Sound the alarm and call for help. Have someone call **911**.
2. Cool the victim with sponges of cool water and cold compresses.
3. **DO NOT** give a heatstroke victim anything to drink.
4. Use a fan to help cool the skin.
5. If available, lay a wet sheet over the victim to draw the heat out.

BURNS

1. Sound the alarm and call for help. Have someone call **911**.
2. Immerse minor burns in cool water.
3. Flood chemical burns with cool water for at least twenty minutes.
4. Cover the burns with dry bandages.

POISONING

1. Sound the alarm and call for help. Have someone call **911**.
2. Call the Poison Control Center at 1-800-876-4766 for instructions, if necessary.
3. **DO NOT** induce vomiting, unless instructed to do so.



LEARN FIRST AID AND CPR BEFORE

AN EMERGENCY OCCURS!

ADOA offers classes through its *Arizona Healthways* program.

Call 602-542-4128 or 1-800-784-3055.

**HAZARDOUS MATERIALS
HAZARDOUS SUBSTANCE SPILL
IMMEDIATELY REPORT A SPILL**

Call the Fire Department.....	911
Call Local Law Enforcement	911
DES Office of Risk Management	602-229-2760
DES Office of Facilities Management.....	602-542-3325

PROVIDE THE FOLLOWING INFORMATION:

1. Your name.
2. Your telephone number.
3. The address of the facility involved in the spill.
4. Location of the spill (room number, floor, etc.).
5. Type of incident (fire, chemical release, etc.).
6. Type of material spilled (liquid, solid, etc.).
7. Characteristic of spilled material, (flammable, corrosive, reactive, toxic).
8. The quantity spilled: Actual _____ Estimated _____
9. Source of spill (tank, drum, cylinder, can, etc.).
10. Cause of the spill.
11. Any known hazards to human health or the environment.
12. Extent of injuries, if any.



HAZARDOUS MATERIAL INCIDENTS

An accident resulting in a spill of a hazardous material on the premises usually involves materials used at the facility. In many cases, these materials are common cleaning chemicals that when stored or spilled in large quantities can pose a hazard to human health or the environment.

A Material Safety Data Sheet (MSDS) for each chemical used should be available within the work environment. An MSDS should be on hand for everything from common cleaners and office chemicals, to the more industrial solvents such as acetone and bleach. The MSDS will describe what health and safety precautions to take in the event of a spill or mishap involving the chemical, as well as first aid for individuals exposed to the chemical. If you need an MSDS for a chemical in your workplace, contact the DES Office of Risk Management at 602-229-2760.

HAZARDOUS SPILL OR RELEASE - INSIDE

1. Sound the alarm and call for help. Have someone call **911**.
2. **EVACUATE THE AREA** (*See the Evacuation section of this handbook*).
3. Notify appropriate emergency and agency personnel.
4. Time and **safety permitting**, shut down equipment, secure the area and any vital records.
5. Limit activity to protection of lives and evacuation of personnel.



HAZARDOUS SPILL OR RELEASE - OUTSIDE

1. Sound the alarm and call for help. Have someone call **911**.
2. Notify appropriate emergency and agency ⁹ personnel.

3. Comply with directives from emergency personnel.
4. Evacuate as directed. Be familiar with alternative exits away from the spill location.
5. Contain the spill.
6. Time and **safety permitting**, shut down equipment, secure the area and any vital records.

BOMB THREATS OR OTHER SUSPICIOUS ACTIVITIES

In the event of a bomb threat or other suspicious activity occurring at or near your facility, take the following actions:

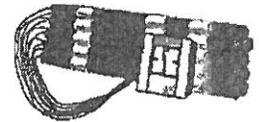
Contact Local Law Enforcement	<u>9 1 1</u>
Fire Department	<u>911</u>
Building Security	<u>602-229-2760</u>
DES Office of Risk Management	<u>602-542-3325</u>
DES Office of Facilities Management	

BOMB OR OTHER THREATS ON THE TELEPHONE

Record critical information on the **BOMB THREAT CHECKLIST** in this handbook.

DURING THE CALL

1. Don't hang up! Gather as much information as you can.
2. Stay as calm as possible.
3. Attempt to find out why the caller is upset, and the reason for the threat.
4. If possible, try to identify the type of threat and at whom it is directed.
5. Attempt to calm down the caller.
6. Get as much information as possible about the type and location of the package or threat.
7. Notify local law enforcement and fire officials.



AFTER THE CALL

1. Write down the exact threat and other statements made by the caller.

DISCOVERY OR SUSPICION OF A BOMB WITHIN THE FACILITY

Evacuate the facility immediately and notify police and fire officials.

1. **DO NOT HANDLE THE PACKAGE!**
2. Refer to **Letter and Parcel Bomb Recognition Points** after this section.
3. Secure the area.
4. Contact local law enforcement and fire department personnel.
5. If an item has been opened and is threatening, or appears to be a suspicious device, **DO NOT HANDLE THE DEVICE ANY FURTHER!**
6. Keep everyone away until police arrive.
7. Take necessary steps to evacuate the building as directed by police and fire officials.

LETTER AND PARCEL BOMB RECOGNITION POINTS

If you discover a package or parcel that contains one or more of these points, you should consider the item as suspicious or take appropriate actions.

- Foreign Mail, Air Mail or Special Delivery markings on an unexpected package.
- Restrictive markings such as "Confidential", "Personnel", etc.
- Excessive postage.
- Handwritten or poorly typed addresses.
- Incorrect titles
- Titles but no names.

- Misspellings of common words.
- Oily stains or discolorations.
- No return address.
- Excessive weight.
- Rigid envelope.
- Lopsided or uneven envelope.
- Protruding wires or tinfoil.
- Excessive securing material, such as masking tape, duct tape, string, etc.
- Visual distractions.

• Obvious hate markings.

BOMB THREAT CHECKLIST

If you receive a bomb threat on the telephone, attempt to complete the following checklist while a co-worker contacts local law enforcement.

ASK THESE QUESTIONS:

1. When is the BOMB set to explode?
2. Where is the BOMB located?
3. What does the BOMB look like?
4. What kind of BOMB is it?
5. What will cause the BOMB to explode?
6. Did you place the BOMB?
7. Why, what is the reason for the BOMB?
8. What is your address, or where are you located?
9. What is your name or your organization's name?
10. Exact words of the threat (*describe on a separate sheet of paper or on the back of this handbook*).

Sex of caller: _____ Race: _____

Age: _____ Length of call: _____

Phone no. where call was received:

Time: _____ Date: _____

THREAT LANGUAGE:

(Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Well spoken | <input type="checkbox"/> Incoherent |
| <input type="checkbox"/> Foul | <input type="checkbox"/> Taped |
| <input type="checkbox"/> Irrational | <input type="checkbox"/> Prepared message |
| <input type="checkbox"/> Remarks _____ | |

CALLER'S VOICE: (Check all that apply)

- | | |
|-----------------------------------|--|
| <input type="checkbox"/> Calm | <input type="checkbox"/> Nasal |
| <input type="checkbox"/> Angry | <input type="checkbox"/> Stutter |
| <input type="checkbox"/> Excited | <input type="checkbox"/> Lisp |
| <input type="checkbox"/> Slow | <input type="checkbox"/> Raspy |
| <input type="checkbox"/> Rapid | <input type="checkbox"/> Deep |
| <input type="checkbox"/> Soft | <input type="checkbox"/> Ragged |
| <input type="checkbox"/> Loud | <input type="checkbox"/> Clearing throat |
| <input type="checkbox"/> Laughter | <input type="checkbox"/> Deep breathing |
| <input type="checkbox"/> Crying | <input type="checkbox"/> Cracked voice |
| <input type="checkbox"/> Normal | <input type="checkbox"/> Disguised |
| <input type="checkbox"/> Distinct | <input type="checkbox"/> Accent |
| <input type="checkbox"/> Slurred | <input type="checkbox"/> Familiar |

If the voice was accented or sounded familiar, describe how it sounded: _____

BACKGROUND SOUNDS:

(Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Street noises | <input type="checkbox"/> Factory machinery |
| <input type="checkbox"/> Animal noises | <input type="checkbox"/> Voices |
| <input type="checkbox"/> Clear | <input type="checkbox"/> PA systems |
| <input type="checkbox"/> Static | <input type="checkbox"/> Local call |
| <input type="checkbox"/> Music | <input type="checkbox"/> Long distance |
| <input type="checkbox"/> House noises | <input type="checkbox"/> Phone booth |
| <input type="checkbox"/> Motor | <input type="checkbox"/> Office |
| <input type="checkbox"/> Other _____ | |

NATURAL DISASTERS

In the event of a natural disaster inflicting damage to a Department of Economic Security (DES) facility, where the safety of employees or the public is threatened, DES and the Arizona Department of Administration (ADOA) will monitor reports from the National Weather Service and other emergency advisories to determine necessary



OFFICE INVENTORY

1. Each facility should prepare a facility inventory of ALL items, including those under \$1000 (furniture, chairs, computers, books, TVs, water coolers, etc.). This inventory can prove valuable in the claims process when recovering from a natural or man-made disaster.
2. Keep one copy of the inventory on site and one off site. It is a good idea to periodically review and update the inventory.
3. If a camera is available, photograph the entire office and maintain these photos as part of the office inventory.
4. Digital inventories are acceptable. However, in the event of a disaster, local computer servers may be unavailable. Keep a back-up on separate media (i.e., CD-ROM, diskette).

FLOODING

1. Notify a supervisor, appropriate state agency (Facilities Management, Risk Management) and emergency personnel (fire department, police).
2. Secure your area and vital records. Prepare to receive and comply with directions from emergency personnel.
3. Use caution around appliances or other electrical equipment near any water or leaks.
4. If the source of the leak is known and you can SAFELY stop the leak, do so CAUTIOUSLY.
5. If directed to evacuate, do so according to the Evacuation section of this handbook.

EARTHQUAKE

1. Take cover underneath a desk or table. Protect your head and neck.
2. Stay away from windows and objects that could fall on you.
3. DO NOT USE ELEVATORS.
4. Stay where you are. DO NOT RUN OUTSIDE—falling debris could cause serious injury.
5. If outdoors, stay in an open area. Avoid areas with overhead electrical transmission lines. DO NOT enter any building.

WILD LAND FIRES

If you live or work where flammable vegetation is abundant, your house and business property could be a target for wild land fire. Be prepared for these damaging fires, triggered by lighting or accidents, that sweep through the woods. The following safety tips will create a fire safe environment for the property.

- Thin tree and brush cover
 - Dispose of trash debris left from thinning
 - Remove dead limbs, leaves and other litter
 - Maintain irrigated greenbelt
 - Mow dry grasses and weeds
 - Prune branches to 10 feet above the ground
 - Stack firewood away from structures
1. Ask a fire prevention officer for information about wild land fires in your community. Find out whether they can inspect your property for fire hazards.
 2. Practice wildfire safety:
 - Establish an escape plan
 - Create a safety zone around the property
 - Have smoke detectors on every floor
 - Use fire-resistant materials on structures
 - Screen, clean and inspect chimneys
 - Keep branches around the property free of dead or dying wood or vegetation
 - Have the gutters and roof cleaned of pine needles and dry leaves, regularly dispose of rubbish
 - Store combustible or flammable materials in approved containers and keep them a safe distance from the property
 - Stack fire wood uphill and at least 100 feet from a structure
 - Plan escape routes from the community
 - Have an inventory of all items within the office.

- 3. Be prepared to evacuate. Maintain an emergency supply kit. Kits should be prepared prior to an emergency and stored for easy access and removal. You should have enough water, food, clothing and supplies to last for three days.**
- 4. Follow the instructions of the local law enforcement and fire officials. When directed to evacuate, do so.**

NATURAL DISASTERS (continued)

POWER FAILURE

1. If power should fail, employees should remain calm and limit movement.
2. DO NOT USE ELEVATORS!
3. Notify the DES Office of Facilities Management at 602-542-3325.
4. If the situation warrants, the section supervisor will instruct employees to relocate or evacuate until power is restored.
5. Take note of any emergency lighting failures and report them to the DES Office of Facilities Management for repair.



BLACKOUT SAFETY TIPS

A "rolling blackout" occurs when a power company turns off electricity to selected areas to save power. The areas are selected using sophisticated computer programs and models. The blackouts are typically for one hour, then power is restored and another area is turned off. Blackouts usually occur during peak energy times, but they can happen at any time of day. They may affect the same area more than once a day, and may exceed an hour in duration.

To find out if your area will have a rolling blackout, listen to local television and radio, and check the website of your power company. Rolling blackouts may occur when power usage increases, especially during hot weather when many people are using air conditioning. Power companies try to give warning when they will turn off power to an area, but they cannot always do that.

Safety Tips for a Blackout

1. Only use a flashlight for emergency lighting. Never use candles!
2. Turn off electrical equipment you were using when the power went out.
3. Avoid opening the refrigerator and freezer.
4. Do not run a generator inside a home or garage.
5. If you use a generator, connect the equipment you want to power directly to outlets on the generator.
6. Listen to local radio and television for updated information.

STUCK IN AN ELEVATOR

1. If trapped in an elevator during a power failure, mechanical breakdown or other emergency, occupants should remain calm.
2. DO NOT attempt to escape by forcing the doors, as this could cause damage.
3. The alarm button should be pushed for a three-second duration at regular intervals to alert rescuers.
4. If available, the emergency phone should be used to notify others of the situation.

CIVIL DISTURBANCES

Civil disturbances are generally riots, or demonstrations, marches, groups and assemblies that have become riotous and threatening.

1. Notify local law enforcement, a supervisor, and appropriate agency offices, such as the DES Office of Facilities Management and DES Office of Risk Management.
2. Restrict both employee and visitor movement in your area.
3. Prepare for evacuation. Follow the procedures in the Evacuation section of this handbook.
4. Secure the area. Lock doors, safes and file cabinets, and secure vital records.



NEWS MEDIA

To avoid misinformation, it is essential that all inquiries from the news media be directed to the DES Public Information Office (PIO) at 602-542-4296.

During working hours, staff should refer media requests or contacts to their division's Assistant Director, who will notify the agency PIO.

All employees not involved in the information chain are not to discuss any situation with anyone, except as necessary or directed.

Please note that home telephone numbers of staff and clients are considered confidential and **should not** be given out.

SECURITY TIPS

The following tips are for you to increase your awareness of danger and to minimize your chances of becoming the victim of a crime.

1. Always be aware of your surroundings.
2. Always report suspicious activities to the police. Give details about description: individuals involved, location and other vital information to the police.
3. Know locations and be able to relate them to the police. Always be knowledgeable about where you are.
4. Always let someone know you are leaving and give them your basic travel route.
5. Be especially careful in parking lots, garages, and in unfamiliar areas.
6. Whenever possible, walk with groups to parking lots, to lunch and when going on errands.
7. Stay in well-lighted areas and be alert to the presence of others.
8. Always lock your car and keep your windows rolled up, even while driving.
9. Always look under, inside and around your car while walking to it. Attackers hide in or near vehicles and wait for victims.
10. Avoid hidden areas, such as doorways, corners of buildings, and between vehicles. Avoid bushes and alleys where someone can hide.
11. Wear clothes and shoes that give you freedom of movement. Don't burden yourself with unnecessary packages, books, etc.
12. Trust your instincts. If you think you are in danger, retreat to safety. Be prepared to yell for help and run.
13. If someone tries to take your purse, GIVE IT UP! Unsnap or unzip the purse and carry it upside down. The contents will spill on the ground if it is snatched from you, possibly foiling an attempted theft.
14. Stay in good physical condition so you can run if you have to.



Stay Alert! Be Cautious!

REMEMBER!

Know Your Surroundings! Take Precautions!

AVOIDING WORKPLACE VIOLENCE

1. Learn to recognize, avoid or defuse potentially violent situations.
2. Attend personal safety and security training, as well as handling hostile client classes.
3. Follow the procedure for alerting supervisors to any concerns about safety or security.
4. Plan an emergency code to alert others that a potentially violent situation is occurring.
5. Speak calmly, do not agitate the angry person.
6. Call for assistance, your supervisor or the police.
7. Collect information regarding client's history prior to meeting, if possible.
8. Report all violent incidents to the DES Office of Risk Management via the Unusual Incident Report, J-309.

HOMELAND SECURITY

We are a nation at risk to terrorist attacks and will remain at risk for the foreseeable future. At all Threat Conditions, we must remain vigilant, prepared, and ready to deter terrorist attacks. The following Threat Conditions each represent an increasing risk of terrorist attacks. Beneath each Threat Condition are some suggested Protective Measures.

1. Low Condition (Green)

This condition is declared when there is a low risk of terrorist attacks. Departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures they develop and implement:

- Refining and exercising as appropriate preplanned Protective Measures;
- Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures; and
- Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.

2. Guarded Condition (Blue)

This condition is declared when there is a general risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Condition, departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

- Checking communications with designated emergency response or command locations;
- Reviewing and updating emergency response procedures; and
- Providing the public with any information that would strengthen its ability to act appropriately.

3. Elevated Condition (Yellow)

An Elevated Condition is declared when there is a significant risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, departments and agencies should consider the following general measures in addition to the Protective Measures that they will develop and implement:

- Increasing surveillance of critical locations;
- Coordinating emergency plans as appropriate with nearby jurisdictions;
- Assessing whether the precise characteristics of the threat require the further refinement of preplanned Protective Measures; and
- Implementing, as appropriate, contingency and emergency response plans.

4. High Condition (Orange)

A High Condition is declared when there is a high risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

- Coordinating necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations;
- Taking additional precautions at public events and possibly considering alternative venues or even cancellation;
- Preparing to execute contingency procedures, such as moving to an alternate site or dispersing their workforce; and
- Restricting threatened facility access to essential personnel only.

5. Severe Condition (Red)

A Severe Condition reflects a severe risk of terrorist attacks. Under most circumstances, the Protective Measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to the Protective Measures in the previous Threat Conditions, departments and agencies also should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

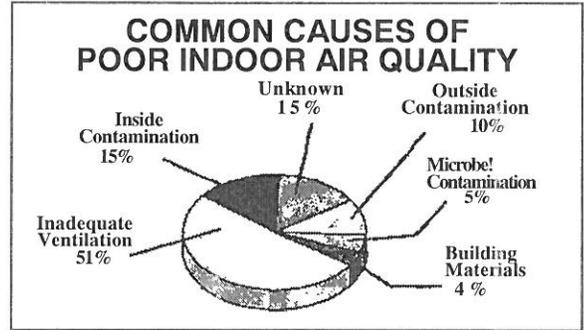
- Increasing or redirecting personnel to address critical emergency needs;
- Assigning emergency response personnel and pre-positioning and mobilizing specially trained teams or resources;
- Monitoring, redirecting, or constraining transportation systems; and

- Closing public and government facilities.

INDOOR AIR QUALITY

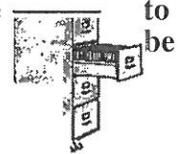
Poor indoor air quality (IAQ) can originate from a variety of sources, which may require extensive air testing to determine the origin and/or cause(s). In many cases poor IAQ can be indicated by an increase in absenteeism among employees from the same work area, or when one or more of the following symptoms are present among many employees:

- Eye irritation
- Dry throat
- Headache
- Fatigue
- Drowsiness
- Skin irritation
- Shortness of breath
- Coughing
- Dizziness
- Nausea
- Sneezing
- Nose irritation



Employees sometimes request air quality testing to identify an offending contaminant. Blind tests are expensive and wasteful when there are no clues that a contaminant is present. Without the right clues, many tests may be run without identifying a single contaminant because the right test was not run.

Over half of IAQ problems identified are a result of poor ventilation. The first step is to move air through the facility, change air filters, introduce fresh air, and condition the air so that it is uniform throughout the facility. If these actions do not correct the problem, it is time to complete the IAQ Checklist below. It is possible that an IAQ evaluation will need to be done.



INDOOR AIR QUALITY CHECKLIST

When requesting an IAQ evaluation, please complete all sections of this checklist. You can request an IAQ evaluation through the Office of Risk Management.

When did the problem begin? _____

How many employees are affected? _____

What part of the facility is affected? _____

Who has been contacted for assistance? _____

Have the employees complained in writing? Yes No

Are any vents blocked by furnishings, partitions, cardboard or deliberately closed? Yes No

Is air flowing from the supply vents? Yes No

Are there deposits of dirt around the supply and return vents? Yes No

Are doors and windows being opened to allow fresh air into the facility? Yes No

When were the air filters last replaced? _____

Has a dust storm occurred in the last 48 hours? Yes No

Are building renovations in progress? Yes No

Are the air filters overloaded with dirt and/or lint? Yes No

Have pesticides been applied recently? Yes No

Is smoke from a nearby smoking area filtering through? Yes No

Are air intakes located where they may draw in auto exhaust? Yes No

Are the carpets dirty? Yes No

Is there an accumulation of dust on office furniture? Yes No

Has new carpet or furniture been introduced to the facility recently? Yes No

Are odors present? Yes No

Are there wet areas inside the ventilation system? Yes No

Has rain damage occurred in the building recently?

INCIDENT REPORTING

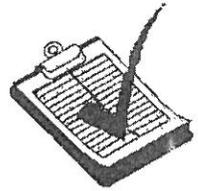
UNUSUAL INCIDENT REPORTING

Unusual incidents include but are not limited to: death of an employee while at work; death of a client; hospitalization of an employee; hospitalization of three or more employees as a result of a single incident; workplace injuries or illnesses; property damage or theft. Additionally, unusual incidents can include events that may be considered newsworthy by the media, and/or incur liability to the agency or the state.

Immediately after an incident occurs the employee should notify his or her supervisor. Once this is accomplished, an **Unusual Incident Report (UIR), J-309** should be completed. Forward completed UIRs through the appropriate division channels to the DES Office of Risk Management within 72 hours. The UIR can be faxed to the Office of Risk Management at 602-229-2980.

EMPLOYERS REPORT OF INDUSTRIAL INJURY

When an employee is injured on the job, and **Employer's Report of Industrial Injury; IR-050** must be completed. This form starts the worker's compensation claim process within the department, and with the Arizona Department of Administration (ADOA) Workers Compensation Unit. This form must be completed and returned to the DES Office of Risk Management Worker's Compensation Section within five working days from the date of the incident or the date the agency was notified. **Any workplace fatality must be reported to the DES Office of Risk Management within 24 hours.**

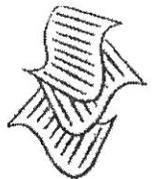


The supervisor or employee should also call in an early notification to the ADOA Workers' Compensation Hotline at 602-542-WORK (9675) or 1-800-837-8583. Remember, even if you call the claim in you still must complete and submit the IR-050.

PROPERTY LOSS REPORT

To claim for property losses, an ADOA Risk Management Section **Property Loss Report, J-939**, is completed by the agency or office experiencing the loss. In an emergency the loss can be reported by telephone at 602-229-2760. Timely reporting affords the Risk Management Section the opportunity to inspect the damages and adjust the loss, as well as to settle your claim promptly.

Please include as much supporting documentation as possible when submitting the claim, i.e. receipts, police reports, photos (if available), serial numbers and inventory reports. The more information that is provided with the loss report the better ADOA can adjust the claim. Ensure that names and phone numbers of ALL involved parties are included in the report, as well as who prepared the report. Clearly describe the item or items involved in the loss and indicate what the agency has done following the loss.



AUTOMOBILE LOSS REPORT

To claim for vehicle losses, an ADOA Risk Management Section **Automobile Loss Report, J-940**, is completed by the agency or office experiencing the loss. In an emergency the loss can be reported by telephone at 602-229-2760.

Timely reporting affords the Risk Management Section the opportunity to inspect the damages and adjust the loss, as well as to settle your claim promptly.

Please include as much supporting documentation as possible when submitting the claim, i.e. receipts, police reports, photos (if available), repair estimates, license plate numbers and driver license numbers of *all* drivers involved. The more information that is provided with the loss report, the better ADOA can adjust the claim. Be sure to include the names and phone numbers of ALL involved parties, as well as who prepared the report.