



Cochise County Board of Supervisors

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PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

MICHAEL J. ORTEGA
County Administrator

JAMES E. VLAHOVICH
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, April 28, 2015 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

PRESENTATION

1. Presentation of Proclamation to Commander James E. Weathers, Military Order of the Purple Heart, Chapter 572, declaring Cochise County a "Purple Heart County".
2. Recognize Cochise County child care providers that have completed the Empower Breastfeeding Training Program.

CONSENT

Board of Supervisors

3. Approve Agreement of Employment for the County Administrator position for Mr. James E. Vlahovich.
4. Approve the re-appointment of Mr. Andy Salaiz on Board of Adjustment District 2 (BA-2) beginning in January 1, 2015 for a four-year term ending on December 31, 2018.
5. Approve the Minutes of the regular meeting of the Board of Supervisors of April 14, 2015.
6. Approve a proclamation to proclaim Cochise County as a "Purple Heart County".

7. Ratify a letter to U.S. Customs and Border Protection in support of the Proposed Action Alternative within the Draft Environmental Assessment for the Proposed Joint Permanent Air Facility for the United States Customs and Border Protection Office of Air and Marine at Libby Army Airfield, Fort Huachuca, Sierra Vista, Cochise County, Arizona.

County Treasurer

8. Adopt Resolution 15-10 to approve the form and authorize the execution and delivery of an increase of \$5,000,000 to the Line of Credit Limit for Cochise County between the Treasurer of Cochise County and J.P. Morgan Chase.

Court Administration

9. Approve a proclamation to proclaim May 1, 2015 as Law Day in Cochise County.

Elections & Special Districts

10. Approve the appointment of the following persons as Precinct Committeeman for the Republican and Democratic Parties of Cochise County upon the recommendation of the Party Chairs: Republican: Precinct #27 SV Buffalo Soldier: Timothy Charles Cholfin; Precinct #43 SV Yaqui: Kathleen Sue Mitchell; Precinct #44 Tombstone: Mary Ella Cowan. Democratic: Precinct #06 BI Warren: David W. Penrose; Precinct #10 DO Carlson: Diane R. Campas and David E. Campas; Precinct #35 SV Moson: Skyler P. Osborne and Richard Osborne; Precinct #39 SV Soldier Creek: Grace N. Eberly, Gael J. Smejkal, and Chase M. Smejkal; Precinct #43 SV Yaqui: Rebecca A. Lund.

Finance

11. Approve demands and budget amendments for operating transfers.

Health & Social Services

12. Approve Amendment 1 to Intergovernmental Agreement (IGA) # ADHS14-071556, STD Services, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$15,405 for the period of January 1, 2015 through December 31, 2015.
13. Approve renewal of Intergovernmental Agreement (IGA) #YH15-0006-04, between Cochise County and AHCCCS for detention inmate inpatient medical care, extending the contract for the period of January 1, 2015 through December 31, 2015.

Juvenile Probation

14. Approve the Juvenile Accountability Block Grant (JABG), Amendment 1, Subgrantee Agreement No. JB-CSG-14-4365-01 as offered by the Governor's Office of Children Youth and Families (GOCYF) in the amount of \$10,954.09 for the period of January 1, 2015 through September 30, 2015.

PUBLIC HEARINGS

Community Development

15. Adopt Zoning Ordinance 15-04 approving Docket Z-15-03 (Griffith), amending the zoning district designation for parcel 117-05-191A to SR-174 from SR-43, pursuant to the request of the Applicant, Michelle Griffith.

Solid Waste

16. Adopt Resolution 15-09 to increase the \$55.00 a ton Tipping Fee by \$2.75 to \$57.75 for Fiscal Year 2015-16 effective July 1, 2015 and increase an additional \$2.75 a ton to \$60.50 for Fiscal Year 2016-17 effective July 1, 2016.

ACTION

Community Development

17. Approve Intergovernmental Agreement (IGA) 11-052-I Amendment 2 between the State of Arizona and Cochise County for the Davis Road Drainage and Realignment Project.

County Sheriff

18. Approve a contract for Stone Garden funding from the Department of Homeland Security (DOHS) for reallocated funding from fiscal year 2013 in the amount of \$189,000 in Overtime and Mileage to be utilized before July 31, 2015.

Health & Social Services

19. Approve the new Provider Contract, Title 36 Mental Health Services, between Cochise Health & Social Services and UHS of Tucson, LLC, dba; Palo Verde Behavioral Health, a Delaware Limited Liability Company, which is a Level 1 inpatient psychiatric facility, effective April 28, 2015 through June 30, 2016, unless further extended pursuant to the provisions of Article 7.
20. Approve a Memorandum of Understanding for Sharing of Hospital Discharge Data, between Cochise Health & Social Services and the Arizona Department of Health Services, for a period of three years through April 27, 2018, unless terminated, cancelled or extended as provided for within the agreement.
21. Approve the new Provider Contract, Title 36 Mental Health Services, between Cochise Health & Social Services and RCHP-Sierra Vista, Inc., dba Sierra Vista Regional Healthcare Center/Canyon Vista Medical Center, which is a Level 1 psychiatric facility, effective April 23, 2015 through April 22, 2018, unless further extended pursuant to the provisions of Article 7.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Presentations / Special Events 1.
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015
Presentation of Purple Heart County Proclamation
Submitted By: Arlethe Rios, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0
NAME of PRESENTER: n/a **TITLE of PRESENTER:** n/a
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation of Proclamation to Commander James E. Weathers, Military Order of the Purple Heart, Chapter 572, declaring Cochise County a "Purple Heart County".

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 04/28/2015

Child Care Centers Certification Commendation

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint

NAME Mary Gomez **TITLE** Health & Social Services Director

of PRESENTER: **of PRESENTER:**

ORGANIZATION NAME

of PRESENTER:

Information

Agenda Item Text:

Recognize Cochise County child care providers that have completed the Empower Breastfeeding Training Program.

Background:

In efforts to help Cochise County mothers feel more confident about breastfeeding after returning to work/school, Cochise County Breastfeeding (CCBF) Taskforce saw the need to offer support to county child care centers in becoming certified "breastfeeding friendly" centers. Through a combination of training, technical assistance, and resources, the CCBF Taskforce can assist childcare centers to feel confident in their ability to: properly handle and store breast milk, provide acceptable environments for nursing mothers, and offer other local resources and support to breastfeeding families. Having these efforts of childcare centers recognized by the county will help further the efforts of the CCBF Taskforce in these efforts.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

Presentation

Cochise County Breast Feeding Friendly Childcare Recognition Program



What Is It?

- Flagship program for County recognition of child care centers that are *certified* breastfeeding friendly
- County certification and database to recognize providers who go above & beyond minimum breastfeeding requirements
 - Licensed childcare providers are required to have breastfeeding policies
 - ADHS EMPOWER Program
 - Taskforce to help certify and train providers



How Will it Work?

- UANN Provides ADHS BF Support Trainings to local childcare providers
 - Encourage ADHS/Cochise County *Breastfeeding Friendly Recognition Program*
- UANN & CCBTF Provide technical support & resources to providers to assess/improve quality of breastfeeding environment
 - Assists in completion & submission of ADHS self assessment
- CCBTF creates database of recognized *Cochise County Breastfeeding Friendly* childcare providers for easy distribution
- Breastfeeding rates in Cochise County rise!





Certificate of Recognition

Cochise County Recognizes
NAME OF RECIPIENT

has completed the Empower training set forth by the State of Arizona and has taken additional steps to meet the Arizona Dept. of Health Services requirements for a Breastfeeding Friendly Day Care Center.

Signature

Date

Signature

Date



Questions?

Cochise County Breastfeeding Taskforce

Renee M. Cooper, M.S., RDN

WIC Program Manager

Cochise County

Health & Social Services

(O): (520) 432-9463

(C): (520) 366-6516

rcooper@cochise.az.gov



University of Arizona Nutrition Network

Heather L. Vaughn, B.A.

UANN Program Coordinator

University of Arizona

Cooperative Extension

(O): (520) 458-8278 ext. 2135

hvaughn@email.arizona.edu



Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Approve Contract with County Administrator

Submitted By: Britt Hanson, County Attorney

Department: Board of Supervisors

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve Agreement of Employment for the County Administrator position for Mr. James E. Vlahovich.

Background:

This Agreement is very similar to the Agreement with County Administrator Mike Ortega, with a few adjustments and clarifications.

Department's Next Steps (if approved):

Give the Agreement to Pat Call and Jim Vlahovich to sign.

Impact of NOT Approving/Alternatives:

There will be no written agreement with County Administrator Jim Vlahovich.

To BOS Staff: Document Disposition/Follow-Up:

Have Chair Pat Call and County Administrator Jim Vlahovich sign the Agreement.

Attachments

Contract

**AGREEMENT FOR EMPLOYMENT OF COUNTY ADMINISTRATOR
FOR COCHISE COUNTY, ARIZONA**

This Agreement is made and entered into this ___ day of ____, 2015, between COCHISE COUNTY, an Arizona Political Subdivision, acting by and through its duly authorized officers, hereinafter referred to as the "County", and JAMES E. VLAHOVICH, hereinafter referred to as the "Administrator."

**SECTION 1.
NATURE OF EMPLOYMENT**

The County hereby retains and employs the Administrator to serve as County Administrator in accordance with the provisions set forth in Cochise County Resolution No. 03-15 as adopted or as it may hereafter be amended.

**SECTION 2.
ACCEPTANCE OF EMPLOYMENT**

The Administrator hereby accepts the employment as County Administrator, effective May 1, 2015, or such other date or arrangement as may be agreed upon by the parties, and will, to the best of his ability, perform the services and duties of a County Administrator.

**SECTION 3.
COMPENSATION**

In consideration of the services rendered as County Administrator, Administrator shall receive the following compensation and other consideration:

The Administrator shall be paid a gross annual salary of \$160,000 per year. Upon very successful annual evaluations, in addition to the Administrator's gross annual salary, the Administrator shall receive a \$10,000 increase in base salary on July 1, 2016 and July 1, 2017. The Board of Supervisors may determine that a higher amount is appropriate based on the Administrator's annual evaluation and performance. In addition to any such annual adjustment, the Administrator shall receive the same percentage pay adjustments that may be provided to all other County employees implemented after May 1, 2015. In no event shall the Administrator's gross salary be reduced during the term of an existing contract.

**SECTION 4.
OTHER BENEFITS**

In addition to the compensation set out in the prior Section, the Administrator shall receive the following additional benefits as consideration for the services performed as County Administrator:

a. The Administrator shall accrue vacation leave at the same rate as Department Directors each year as defined by County policy and practice. Administrator shall not carry forward more than sixty (60) days of vacation leave from one calendar year to the next unless arrangements are made between the Board and the Administrator for certain vacation days to be carried over and used during the first quarter of the following year. Upon separating from County service, the Administrator will be paid 100 percent of accrued vacation leave on an hour per hour basis.

b. The Administrator shall be granted a minimum of twelve (12) days of sick leave each year as defined by County policy and practice. Sick leave will continue to accrue to the Administrator in the manner provided for all other County employees, except that there will be no limit in the amount of sick leave accumulated by the Administrator during his tenure as Administrator. Upon separating from County service, the Administrator will be paid 100 percent of accrued sick leave on an hour per hour basis.

c. County shall provide at County's cost, Administrator and his dependents with health benefits, including medical, dental, and vision insurance, and such other benefits, as are provided to other employees of the County.

d. The Administrator will be allocated a car allowance of \$800 per month.

e. The Administrator will be provided a laptop computer, printer, modem, and internet access for use at home for County business. In addition, the Administrator will be given a smart phone or equivalent device supported by the County Information Technology Department.

f. County shall reimburse Administrator for all reasonable expenses and expenditures made or incurred by him directly in connection with his employment, provided that such expenses and reimbursements shall at all times be subject to Arizona law and the rules and regulations established by the County.

g. In addition to the benefits set out in this Section, the Board of Supervisors may provide additional benefits to the Administrator if such benefits are deemed appropriate as a result of its annual evaluation and review of the Administrator's performance.

SECTION 5. TERM OF AGREEMENT

This Agreement shall begin on May 1, 2015, and continue for a period of two years and two months, terminating on June 30, 2017. This Agreement shall be automatically renewed for an additional one year term on July 1 of each year beginning July 1, 2017 unless the Board of Supervisors gives Administrator written notice of non-renewal on or before June 1, 2017. If a Notice of Non-renewal is given to the

Administrator, the Administrator will be allowed to complete the remainder of the term remaining under the Agreement then in existence, but the Agreement will not be renewed for an additional one year term.

SECTION 6. Termination of Services

The Administrator shall be an "at-will" employee of Cochise County in its unclassified service and shall serve at the pleasure of the Board of Supervisors. No other provision in this contract either expressed or implied shall be construed in opposition to this at-will status. Administrator shall be exempt from the Cochise County Merit System. The appointment, removal, suspension or request for resignation, or modification of this Agreement, shall require the affirmative vote of a majority of all members of the Board of Supervisors.

Nothing herein shall prevent, limit or otherwise interfere with the right of the County to terminate the services of the County Administrator at any time, or legally bind a new Board of Supervisors, to retain the services of the Administrator. Administrator expressly acknowledges that he may be removed with or without cause.

Should the Administrator be terminated without cause at any time during the Agreement by either the existing Board or a future Board, the Administrator shall be compensated one year at the base salary at the time of termination. For purposes of this Agreement, the term "cause" shall mean any one of the following:

- a. Material neglect by Administrator of his duties such as abandonment of his duties and/or his responsibilities as Administrator;
- b. Conviction of any felony, or acknowledgment of guilt of a felony;
- c. A determination by a majority of the Board of Supervisors that Administrator has committed acts which would constitute a crime which may materially affect the suitability for continued employment as Administrator, provided, however, that if subsequent criminal or civil proceedings fail to establish that Administrator committed such acts, or that such acts constituted a crime that materially affect Administrator's suitability for continued employment as County Administrator, then removal shall be deemed to be without cause.
- d. Due to physical or mental health, the Administrator becomes unable to discharge his duties for a substantial portion of the period then remaining under this Agreement.
- e. Acts of moral turpitude or other conduct which impugns, discredits or adversely affects the County and/or the Administrator's ability to provide effective leadership within the organization.
- f. Misdemeanor conviction involving veracity or lack thereof.

Should the Administrator be terminated for cause, he shall not receive further

compensation after the effective date of termination with the exception of the vacation and sick leave payout previously noted.

Notwithstanding any other provisions herein, the Board of Supervisors upon a majority vote may, at any time, reassign the Administrator to alternative duties or place the Administrator on administrative leave with pay for up to the remainder of the contract term, if the Board of Supervisors deems such action to be in the best interest of the County.

SECTION 7. SURETY BOND

The Administrator warrants that, to the best of his knowledge, he is eligible for corporate surety bonding as may be required by County Resolution 03-15 and he affirmatively agrees to remain eligible for bonding in a reasonable sum, as required by the Resolution, during the tenure of his appointment as County Administrator.

SECTION 8. INDEMNIFICATION

County shall defend, save harmless, and indemnify Administrator against any tort, professional liability claim or demand, or other legal action, groundless or otherwise, arising out of an alleged act or omission occurring during the performance of his duties, and will pay the amount of any settlement or judgment arising therefrom; provided, however, that this indemnification clause shall not apply to any tort, liability, claim, demand or legal action brought on behalf of the County against the Administrator. Acts of criminal conduct made intentionally, negligently, or recklessly will be considered to fall outside the "performance of duties" of the Administrator.

SECTION 9. POLITICAL SUBDIVISIONS AND STATE CONTRACTS

This Agreement is subject to the provisions of ARS § 38-511.

SECTION 10. ARIZONA LAW; SEVERABILITY

This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions shall remain in full force and effect.

**SECTION 11.
EVALUATION**

The Board shall review and evaluate the performance of the County Administrator at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and the County Administrator. Said criteria may be added to or deleted from as the Board may from time to time determine in consultation with the County Administrator.

Annually, or at any other time the Board deems necessary, the Board and the County Administrator shall review and define such goals and objectives as they determine necessary for the proper operation of the County, which achieve the Board's policy objectives and further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing and shall be reasonably attainable within the time limits as specified and the annual operating and capital budgets and appropriations provided.

**SECTION 12.
CONFLICT OF INTEREST**

This agreement is made subject to the provisions of A.R.S. 13-501 et. seq...

**SECTION 13.
OUTSIDE ACTIVITIES**

The employment provided for by this Agreement shall be the Administrator's sole employment. Recognizing that certain outside teaching or consulting opportunities may provide indirect benefits to the Employer and the community, the Administrator may accept such opportunities upon approval by the Board of Supervisors, provided that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this agreement.

**SECTION 14.
DEFAULT/ARBITRATION**

In the event of any default or other non-performance of any term or provision of this Agreement or in the event of any claim arising hereunder, including any dispute as to whether termination for just cause exists, the parties hereto shall resolve any such claim through binding arbitration. Requests for arbitration shall be handled in accordance with the Employment Arbitration Rules of the American Arbitration Association (AAA). The County and the Administrator shall request a list of five

possible AAA members and within five working days of their receipt of such list select an arbitrator. The County and the Administrator will each strike one arbitrator's name from the list of five and both parties will then repeat the procedure. A coin toss shall determine which party strikes the first name. Each party shall bear the expenses of witnesses, attorneys and other costs of preparing and presenting its own case as well as the incidental expenses incurred as a result of the hearing and all fees and expenses of the arbitrator shall be divided equally between the parties provided however that the prevailing party may be reimbursed all such costs and fees in the sole judgment of the arbitrator.

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

COCHISE COUNTY:

By: _____ Date _____
Pat Call, Chairman
Cochise County Board of Supervisors

Attest:

Arlethe Rios, Clerk of the Board

Approved as to form:

Britt Hanson
Chief Civil Deputy County Attorney

Date

COUNTY ADMINISTRATOR

By: _____ Date _____
James E. Vlahovich

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

BOA Appointment

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation Recommendation: Approve

Document Signatures: BOS Signature NOT Required # of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: n/a TITLE of PRESENTER: n/a

Mandated Function?: Federal or State Mandate Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the re-appointment of Mr. Andy Salaiz on Board of Adjustment District 2 (BA-2) beginning in January 1, 2015 for a four-year term ending on December 31, 2018.

Background:

Supervisor English asked that Mr. Salaiz be re-appointed.

Department's Next Steps (if approved):

Send appointment letter, Oath of Office and OML Summary

Impact of NOT Approving/Alternatives:

There will be an opening on BA-2

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps.

Budget Information

Information about available funds

Budgeted: [] Unbudgeted: []

Funds Available: [] Funds NOT Available: []

Amount Available: [] Amendment: []

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of April 14, 2015.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Warrants

Minutes

Cochise Co. Demands 4.14.15

87918	03/18/2015	American First Financial, LLC	\$82.66	87994	03/19/2015	Copper Queen Community Hospital	\$32,164.35
87919	03/18/2015	Arizona State Retirement System	\$2,103.24	87995	03/19/2015	Copper Queen Medical Associates	\$54.28
87920	03/18/2015	Burse & Associates, P.C.	\$493.75	87996	03/19/2015	Culligan of Tucson	\$47.56
87921	03/18/2015	Burse & Associates, P.C.	\$89.74	87997	03/19/2015	Davis III, Arnold D	\$115.00
87922	03/18/2015	Cochise County/Sheakley/National Bank	\$4,723.96	87998	03/19/2015	Demco Inc.	\$465.62
87923	03/18/2015	Correction Officers	\$362.21	87999	03/19/2015	Douglas NAPA	\$440.40
87924	03/18/2015	DCS	\$485.03	88000	03/19/2015	Eisenlord, Martha	\$96.09
87925	03/18/2015	General Revenue Corporation	\$139.24	88001	03/19/2015	Empire Southwest LLC	\$5,244.91
87926	03/18/2015	GMAC, c/o Jennifer A. Christie	\$20.72	88002	03/19/2015	Federal Express Corporation	\$24.68
87927	03/18/2015	Gurstel Chargo PA	\$311.45	88003	03/19/2015	Gale Group	\$53.88
87928	03/18/2015	NYS Child Support Processing Center	\$32.00	88004	03/19/2015	Global Industrial Equipment	\$531.40
87929	03/18/2015	Pennsylvania SCDU	\$215.00	88005	03/19/2015	Granite Construction Company	\$1,206.08
87930	03/18/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,593.48	88006	03/19/2015	Hancock, Charles	\$66.70
87931	03/18/2015	Public Safety Retirement Syst	\$492.84	88007	03/19/2015	Harris, Kara Lucille	\$115.00
87932	03/18/2015	Public Safety Retirement Syst	\$1,231.94	88008	03/19/2015	Housing Authority of Cochise County	\$61,132.20
87933	03/18/2015	Support Payment Clearinghouse	\$6,271.20	88009	03/19/2015	Keefe Supply Company	\$1,629.86
87934	03/18/2015	U.S. Department of Education	\$160.79	88010	03/19/2015	Klocko, Ann	\$322.21
87935	03/18/2015	United Way	\$45.00	88011	03/19/2015	Lenhardt, Becky Lou	\$115.00
87936	03/18/2015	Arizona Department of Environmental Quality	\$4,099.91	88012	03/19/2015	Madrid, Isabel	\$225.00
87937	03/18/2015	Arizona State Prison Complex - Fort Grant	\$153.75	88013	03/19/2015	McFalls, Allyne Rene	\$115.00
87938	03/18/2015	Arizona Water Company	\$841.32	88014	03/19/2015	Michelle Van Veen IRR TR	\$120.87
87939	03/18/2015	CenturyLink	\$65.30	88015	03/19/2015	Newport 653 Graphic Design	\$100.00
87940	03/18/2015	CenturyLink	\$3,755.03	88016	03/19/2015	Newton, John Borden	\$35.00
87941	03/18/2015	CenturyLink	\$1,815.71	88017	03/19/2015	NI Government Services Inc	\$252.22
87942	03/18/2015	CenturyLink	\$100.96	88018	03/19/2015	Nyander, Penny Sue	\$1,453.20
87943	03/18/2015	Culligan of Tucson	\$428.17	88019	03/19/2015	Oak Mountain Construction	\$65.00
87944	03/18/2015	Porta-Pot	\$887.25	88020	03/19/2015	Occup Health Ctrs of the Southwest, P.A.	\$143.00
87945	03/18/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$860.70	88021	03/19/2015	OverDrive, Inc.	\$270.87
87946	03/18/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$613.13	88022	03/19/2015	Performance Bicycle Shop (54)	\$3,922.95
87947	03/18/2015	UniFirst Corporation	\$213.07	88023	03/19/2015	Pike, Wanda E	\$140.00
87948	03/18/2015	Verizon Wireless	\$1,127.00	88024	03/19/2015	Pima County	\$87,500.00
87949	03/18/2015	Arizona Courts Association	\$145.00	88025	03/19/2015	Potters Industries, Inc.	\$15,307.69
87950	03/18/2015	Arizona Department of Transportation	\$46.22	88026	03/19/2015	Prudential Overall Supply	\$277.75
87951	03/18/2015	Sierra Vista Magistrate Court	\$40.00	88027	03/19/2015	Recorded Books, LLC	\$655.95
87952	03/18/2015	Sierra Vista Magistrate Court	\$80.00	88028	03/19/2015	Reed, Cynthia - Court Reporter	\$986.80
87953	03/18/2015	Sierra Vista Magistrate Court	\$160.00	88029	03/19/2015	Rocco, Donna Helen	\$115.00
87954	03/18/2015	Sierra Vista Regional Health Center	\$16.81	88030	03/19/2015	Ross, Ramiro	\$34.45
87955	03/18/2015	Whetstone Plumbing Inc	\$4,800.00	88031	03/19/2015	RWC International, LTD	\$2,542.22
87956	03/19/2015	Acuna, Benjamin Adam	\$700.00	88032	03/19/2015	Ryan, William F	\$88.16
87957	03/19/2015	AHCCCS	\$8,000.00	88033	03/19/2015	Schlesinger, Aaron	\$47.60
87958	03/19/2015	Alphagraphics	\$1,392.34	88034	03/19/2015	Schlesinger, Aaron	\$532.00
87959	03/19/2015	Amazon.com LLC	\$663.37	88035	03/19/2015	Senergy Petroleum LLC	\$64,394.55
87960	03/19/2015	Anderson, Steven James	\$250.00	88036	03/19/2015	Sherwood, Melvin & Susana	\$75.00
87961	03/19/2015	Andrew, Kathryn	\$816.00	88037	03/19/2015	SHI International Corp.	\$280.10
87962	03/19/2015	Apache Signs Inc.	\$24.27	88038	03/19/2015	Sierra Vista NAPA	\$1,375.54
87963	03/19/2015	Arizona County Clerk's Association	\$100.00	88039	03/19/2015	Sierra Vista, City of	\$1,973.36
87964	03/19/2015	Arizona Department of Corrections - Douglas	\$56.00	88040	03/19/2015	Sierra Vista, City of	\$1,564.11
87965	03/19/2015	Arizona Department of Corrections - Douglas	\$56.00	88041	03/19/2015	Southwest Disposal LC	\$83.39
87966	03/19/2015	Arizona Department of Corrections - Douglas	\$573.50	88042	03/19/2015	Southwest Gas Corporation	\$16,833.89
87967	03/19/2015	Arizona Department of Corrections - Douglas	\$433.00	88043	03/19/2015	Sparkletts	\$34.97
87968	03/19/2015	Arizona Department of Corrections - Douglas	\$354.05	88044	03/19/2015	Sparkletts	\$107.14
87969	03/19/2015	Arizona State Prison Complex - Fort Grant	\$337.76	88045	03/19/2015	Sparkletts	\$118.88
87970	03/19/2015	Arizona State Prison Complex - Fort Grant	\$221.25	88046	03/19/2015	Sparkletts	\$59.18
87971	03/19/2015	Arizona State Prison Complex - Fort Grant	\$2,366.00	88047	03/19/2015	Sparkletts	\$17.34
87972	03/19/2015	Arizona Supreme Court	\$23,250.00	88048	03/19/2015	Spillman Technologies, Inc.	\$139,295.00
87973	03/19/2015	Arizona Water Company	\$1,072.90	88049	03/19/2015	Spillman Technologies, Inc.	\$86,641.00
87974	03/19/2015	Audio Editions	\$168.54	88050	03/19/2015	Spillman Technologies, Inc.	\$18,000.00
87975	03/19/2015	Auletta, Susan P	\$72.00	88051	03/19/2015	Stantec Consulting Services, Inc.	\$5,722.00
87976	03/19/2015	AVTranz	\$483.00	88052	03/19/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$4,968.78
87977	03/19/2015	Baker & Taylor, Inc.	\$446.87	88053	03/19/2015	Swank Motion Pictures, Inc.	\$373.75
87978	03/19/2015	Banning Creek Enterprises, LLC	\$2,800.00	88054	03/19/2015	Titan Machinery Inc.	\$67.88
87979	03/19/2015	Bisbee Observer	\$33.00	88055	03/19/2015	U.S. Healthworks Medical Group of AZ, PC	\$169.00
87980	03/19/2015	Blackstone Audiobooks	\$39.20	88056	03/19/2015	Vargas, Julio	\$100.00
87981	03/19/2015	Bob Barker Company, Inc.	\$569.06	88057	03/19/2015	VCA Apache Animal Hospital	\$21.90
87982	03/19/2015	Branco Machinery Co.	\$1,954.61	88058	03/19/2015	Verizon Wireless	\$312.04
87983	03/19/2015	Brown-Page Mortuary, Inc.	\$1,000.00	88059	03/19/2015	Verizon Wireless	\$217.02
87984	03/19/2015	Cannon Consultants LLC	\$5,940.00	88060	03/19/2015	Watkins, Robert	\$1,092.06
87985	03/19/2015	CEMEX Construction Materials South, LLC	\$1,523.72	88061	03/19/2015	Waxie Sanitary Supply	\$2,426.56
87986	03/19/2015	CenturyLink	\$725.54	88062	03/19/2015	Westlawn Chapel & Mortuary	\$500.00
87987	03/19/2015	CenturyLink	\$270.86	88063	03/19/2015	Wick Communications	\$101.71
87988	03/19/2015	Chisum, Ellen S.	\$100.00	88064	03/19/2015	Willcox Auto Parts Inc.	\$1,095.43
87989	03/19/2015	Cochise College	\$395.00	88065	03/19/2015	ZOHO Corporation	\$1,345.00
87990	03/19/2015	Cochise Cty Emergency Medical Services Cnc	\$50.00	88066	03/19/2015	Alphagraphics	\$859.79
87991	03/19/2015	Cochise County Sub-Regional		88067	03/19/2015	Bisbee Police Department	\$185.00
		EMS Council (CEMS)	\$50.00	88068	03/19/2015	Burns, Monalisa	\$2.29
87992	03/19/2015	Cochise Private Industry Council, Inc.	\$62,580.00	88069	03/19/2015	Cochise County Sheriff's Department	\$496.33
87993	03/19/2015	Cooke, Stephen R.	\$225.00	88070	03/19/2015	Cochise County Treasurer	\$5,321.84

88071	03/19/2015	Craig, Kelly	\$100.30	88149	03/26/2015	CDW Government	\$235.57
88072	03/19/2015	Hritz, Lillian	\$200.00	88150	03/26/2015	CEMEX Construction Materials South, LLC	\$584.68
88073	03/19/2015	Kartchner, Jacob	\$1,000.00	88151	03/26/2015	Center for Disease Detection, LLC	\$745.50
88074	03/19/2015	Perez, Raul	\$100.00	88152	03/26/2015	CenturyLink	\$33.36
88075	03/19/2015	Pitney Bowes Reserve Account	\$10,000.00	88153	03/26/2015	CenturyLink	\$70.34
88076	03/19/2015	Searle, Richard	\$1,223.80	88154	03/26/2015	CenturyLink	\$64.22
88077	03/19/2015	Sierra Vista Unified School District #68	\$300.00	88155	03/26/2015	Chief Supply, Inc.	\$513.60
88078	03/19/2015	Sierra Vista Unified School District #68	\$4,618.00	88156	03/26/2015	Cochise Lock & Safe	\$110.00
88079	03/19/2015	Sierra Vista Unified School District #68	\$3,299.64	88157	03/26/2015	CSIPM	\$275.00
88080	03/19/2015	Tombstone Unified School District #01	\$159.87	88158	03/26/2015	Diamond Drugs Inc.	\$3,270.15
88081	03/19/2015	Trevino, Sandra S.	\$40.56	88159	03/26/2015	Emily Danies Attorney at Law LLC	\$1,547.26
88082	03/19/2015	Acuna, Gloria	\$402.81	88160	03/26/2015	FasPsych, LLC	\$1,950.00
88083	03/19/2015	Alvarado, Iris	\$100.63	88161	03/26/2015	Federal Express Corporation	\$9.27
88084	03/19/2015	Anderson, Steve	\$17.00	88162	03/26/2015	Fleet Management Special Services Section	\$24.20
88085	03/19/2015	Barnard, Helen	\$33.20	88163	03/26/2015	Flores, Juan P	\$3,506.90
88086	03/19/2015	Enriquez, Edith	\$46.62	88164	03/26/2015	Frank Tadeo's Chevron Service	\$15.00
88087	03/19/2015	Figueroa, Jeffrey Anthony	\$182.76	88165	03/26/2015	Gale Group	\$36.34
88088	03/19/2015	Flannigan, Ana	\$221.73	88166	03/26/2015	GM Propane	\$1,633.94
88089	03/19/2015	Gilligan, Judith	\$44.00	88167	03/26/2015	Hart, Jay Alan	\$127.41
88090	03/19/2015	Haviland, Vicki	\$17.00	88168	03/26/2015	Honorable David Morales	\$100.00
88091	03/19/2015	Honorable Bruce E Staggs	\$100.92	88169	03/26/2015	Hughes, Wendell M.	\$8,986.00
88092	03/19/2015	Knudtson, Marie	\$81.00	88170	03/26/2015	Interstate Battery	\$131.83
88093	03/19/2015	McCleave, Keturah M	\$68.44	88171	03/26/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$20,254.41
88094	03/19/2015	Pones, Rochelle	\$206.77	88172	03/26/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$22,451.31
88095	03/19/2015	Rodriguez, Cindy	\$17.00	88173	03/26/2015	Jensen's Sierra Vista Mortuary	\$1,000.00
88096	03/19/2015	Sawinski, Cindy	\$153.99	88174	03/26/2015	John William Lovell, PC	\$1,695.00
88097	03/19/2015	Sturm, Norman	\$61.00	88175	03/26/2015	Kathy N. Bell, N.P.	\$1,400.00
88098	03/19/2015	Thomas, Yolanda	\$240.79	88176	03/26/2015	Keefe Supply Company	\$1,661.97
88099	03/19/2015	Willhite, Michael D.	\$130.82	88177	03/26/2015	Kelly, Peter A.	\$31,856.62
88100	03/23/2015	AOC Corrections Officer Retire	\$17,069.64	88178	03/26/2015	Kuttner, Barbara L	\$29.58
88101	03/23/2015	Correction Officers	\$17,604.25	88179	03/26/2015	Law Office of Daniel DeRienzo PLLC	\$1,045.00
88102	03/23/2015	EODCRS	\$9.06	88180	03/26/2015	Madden Preprint Media	\$1,250.00
88103	03/23/2015	Nationwide Retirement Solutions	\$507.50	88181	03/26/2015	Merle's Automotive Supply, Inc.	\$2,210.97
88104	03/23/2015	Public Safety Retirement Syst	\$98,446.44	88182	03/26/2015	Moldovan-Mendes do Amaral, Cristina	\$280.49
88105	03/23/2015	Public Safety Retirement Syst	\$17,150.41	88183	03/26/2015	Nyander, Penny Sue	\$33.60
88106	03/23/2015	Public Safety Retirement Syst	\$1,901.11	88184	03/26/2015	Nyander, Penny Sue	\$44.80
88107	03/23/2015	Public Safety Retirement Syst	\$634.38	88185	03/26/2015	Nyander, Penny Sue	\$131.60
88108	03/25/2015	Benson, City of	\$521.87	88186	03/26/2015	O'Rielly Chevrolet, Inc.	\$123.66
88109	03/25/2015	Clear Springs Utility, Inc.	\$67.64	88187	03/26/2015	Office of Vital Records	\$3,955.00
88110	03/25/2015	Southwest Gas Corporation	\$59.31	88188	03/26/2015	Office Smart	\$41.92
88111	03/25/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$1,093.27	88189	03/26/2015	OneLogin, Inc.	\$9,540.00
88112	03/25/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$1,114.49	88190	03/26/2015	Pima County	\$20,000.00
88113	03/25/2015	Valley Telephone Cooperative, Inc.	\$57.13	88191	03/26/2015	Pitney Bowes, Inc.	\$427.44
88114	03/25/2015	Valley Telephone Cooperative, Inc.	\$292.57	88192	03/26/2015	Prudential Overall Supply	\$233.86
88115	03/25/2015	Whetstone Plumbing Inc	\$4,800.00	88193	03/26/2015	Recorded Books, LLC	\$201.54
88116	03/25/2015	Hurley, Melissa	\$108.05	88194	03/26/2015	Reed, Cynthia - Court Reporter	\$300.00
88117	03/25/2015	CenturyLink	\$1,268.27	88195	03/26/2015	Reed, Cynthia - Court Reporter	\$300.00
88118	03/25/2015	Sprint	\$67.50	88196	03/26/2015	Reed, Cynthia - Court Reporter	\$300.00
88119	03/26/2015	Alex Espinosa's Bisbee Funeral Home	\$2,333.00	88197	03/26/2015	Research Technology International	\$854.95
88120	03/26/2015	Alphagraphics	\$98.68	88198	03/26/2015	Robertson, Bonita Shirley	\$600.00
88121	03/26/2015	Andrew, Kathryn	\$900.00	88199	03/26/2015	Safelite Autoglass Corp.	\$392.75
88122	03/26/2015	Aqua Life	\$16.50	88200	03/26/2015	Schlesinger, Aaron	\$38.50
88123	03/26/2015	AZ County Health Officers Assoc (ALHOA)	\$300.00	88201	03/26/2015	Schlesinger, Aaron	\$140.00
88124	03/26/2015	Arizona Department of Corrections - Douglas	\$328.12	88202	03/26/2015	SCS Engineers, SCS Field Serv. SCS Energy,	\$1,475.00
88125	03/26/2015	Arizona Department of Corrections - Douglas	\$2,044.61	88203	03/26/2015	Senergy Petroleum LLC	\$18,324.51
88126	03/26/2015	Arizona Department of Corrections - Douglas	\$1,020.50	88204	03/26/2015	Senergy Petroleum LLC	\$4,059.70
88127	03/26/2015	Arizona Department of Corrections - Douglas	\$100.00	88205	03/26/2015	Shoemaker, Brad	\$300.00
88128	03/26/2015	Arizona Dept of Corrections ASPC-Tucson	\$87.00	88206	03/26/2015	Sierra Vista, City of	\$9,189.59
88129	03/26/2015	Arizona Public Service (APS)	\$2,319.91	88207	03/26/2015	Southeastern AZ Contractors Assoc (SACA)	\$48.00
88130	03/26/2015	Arizona Public Service (APS)	\$939.51	88208	03/26/2015	Southern Arizona Auto Co. of Douglas	\$6,425.18
88131	03/26/2015	Arizona State Forestry Division	\$1,276.56	88209	03/26/2015	Sparkletts	\$17.75
88132	03/26/2015	Arizona State Prison Complex - Fort Grant	\$73.72	88210	03/26/2015	Sparkletts	\$42.36
88133	03/26/2015	Arizona State Prison Complex - Fort Grant	\$150.00	88211	03/26/2015	Staples	\$177.52
88134	03/26/2015	Arizona Supreme Court	\$13,326.00	88212	03/26/2015	Streitfeld, Stephen V. MD PC	\$500.00
88135	03/26/2015	Arizona Supreme Court	\$10,375.00	88213	03/26/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$12,691.59
88136	03/26/2015	Arizona Water Company	\$4,121.09	88214	03/26/2015	Thompson Publishing Group	\$536.99
88137	03/26/2015	Audio Editions	\$263.87	88215	03/26/2015	Thomson West	\$9,354.62
88138	03/26/2015	Auletta, Susan P	\$232.00	88216	03/26/2015	Thomson West	\$1,901.38
88139	03/26/2015	Auletta, Susan P	\$300.00	88217	03/26/2015	UniFirst Corporation	\$213.07
88140	03/26/2015	Auletta, Susan P	\$300.00	88218	03/26/2015	United Parcel Service	\$0.60
88141	03/26/2015	AVTranz	\$118.00	88219	03/26/2015	University Physicians Healthcare, Inc.	\$250.00
88142	03/26/2015	B&S Supply Co, Inc	\$1,551.56	88220	03/26/2015	Valley Telephone Cooperative, Inc.	\$106.44
88143	03/26/2015	Baker & Taylor, Inc.	\$1,300.05	88221	03/26/2015	Valley Telephone Cooperative, Inc.	\$191.59
88144	03/26/2015	Beacon Secure	\$50.00	88222	03/26/2015	Veach, Carl E	\$100.00
88145	03/26/2015	Big Dave's Towing & Roadside	\$245.00	88223	03/26/2015	Verizon Wireless	\$151.62
88146	03/26/2015	Bisbee, City of (Ambulance)	\$2,084.89	88224	03/26/2015	Verizon Wireless	\$320.35
88147	03/26/2015	Blackstone Audiobooks	\$147.99	88225	03/26/2015	Watson Chevrolet	\$388.53
88148	03/26/2015	Cardinal Health Inc.	\$906.80	88226	03/26/2015	Waxie Sanitary Supply	\$1,109.73

88227	03/26/2015	Wells, Doris	\$630.00	88305	04/02/2015	ARAMARK Services, Inc.	\$5,177.83
88228	03/26/2015	Western Emulsion, Inc	\$12,775.55	88306	04/02/2015	Arizona Counties Insurance Pool	\$2,632.83
88229	03/26/2015	Westlawn Chapel & Mortuary	\$150.00	88307	04/02/2015	Arizona County Clerk's Association	\$200.00
88230	03/26/2015	Willcox Auto Parts Inc.	\$2,222.90	88308	04/02/2015	Arizona Department of Corrections - Douglas	\$64.00
88231	03/26/2015	Willcox Rock & Sand Inc.	\$4,108.62	88309	04/02/2015	Arizona Department of Corrections - Douglas	\$64.00
88232	03/26/2015	WR Ryan Company	\$6,246.47	88310	04/02/2015	Arizona Department of Corrections - Douglas	\$667.50
88233	03/26/2015	Zumar Industries Inc	\$2,711.71	88311	04/02/2015	Arizona Department of Corrections - Douglas	\$440.75
88234	03/26/2015	Applegate, James H	\$11.45	88312	04/02/2015	Arizona Department of Corrections - Douglas	\$2,105.39
88235	03/26/2015	Brislan, Jeanette	\$78.88	88313	04/02/2015	Arizona Department of Corrections - Douglas	\$108.00
88236	03/26/2015	CenturyLink	\$33.83	88314	04/02/2015	Arizona Department of Revenue	\$3,608.41
88237	03/26/2015	Cochise County Finance Revolving Fund	\$11.50	88315	04/02/2015	Arizona Department of Revenue	\$36.30
88238	03/26/2015	Corey, Karen R. MS	\$247.50	88316	04/02/2015	Arizona Department of Transportation	\$1,905.49
88239	03/26/2015	Duarte, Jesus	\$5.00	88317	04/02/2015	Arizona Smoke School, LLC	\$200.00
88240	03/26/2015	Flamm, Joseph	\$168.06	88318	04/02/2015	Arizona State Forestry Division	\$1,039.90
88241	03/26/2015	FRHL LLC & UMB Bank Colorado	\$222.65	88319	04/02/2015	Arizona State Land Department	\$152.03
88242	03/26/2015	Javelina Pavillion LLC	\$9.35	88320	04/02/2015	Arizona State Prison Complex - Fort Grant	\$2,649.00
88243	03/26/2015	National Crime Investigation and Training	\$1,150.00	88321	04/02/2015	Arizona State Prison Complex - Fort Grant	\$420.08
88244	03/26/2015	San Pedro Health	\$120.00	88322	04/02/2015	Arizona State Prison Complex - Fort Grant	\$288.75
88245	03/26/2015	San Pedro Health	\$60.00	88323	04/02/2015	Auletta, Susan P	\$300.00
88246	03/26/2015	Alvarado, Iris	\$173.42	88324	04/02/2015	B & D Lumber & Hardware	\$565.60
88247	03/26/2015	Brauchla, Gary	\$68.20	88325	04/02/2015	Bailey, Dianne	\$26.84
88248	03/26/2015	Br, James	\$180.00	88326	04/02/2015	Baker & Taylor, Inc.	\$173.61
88249	03/26/2015	Cervantes, Tim	\$17.70	88327	04/02/2015	Banas, Pamela	\$764.40
88250	03/26/2015	Falkenberg, Raymond A	\$79.03	88328	04/02/2015	Bisbee Observer	\$418.56
88251	03/26/2015	Gilligan, Edward Thomas	\$146.16	88329	04/02/2015	Bisbee Observer	\$301.71
88252	03/26/2015	Greene, Patrick K.	\$35.38	88330	04/02/2015	Bob Barker Company, Inc.	\$57.12
88253	03/26/2015	Gregan, Wayne	\$25.44	88331	04/02/2015	Bradley R. Johnson, MD, PLLC	\$550.00
88254	03/26/2015	Honorable Bruce E Staggs	\$40.95	88332	04/02/2015	Brown, Mark L	\$1,120.00
88255	03/26/2015	Lundquist, Tina	\$119.00	88333	04/02/2015	CEMEX Construction Materials South, LLC	\$1,983.02
88256	03/26/2015	Martzke, James F.	\$72.16	88334	04/02/2015	CEMEX Construction Materials South, LLC	\$1,051.51
88257	03/26/2015	Miller, Carmen	\$54.64	88335	04/02/2015	Centerline Supply West	\$4,602.75
88258	03/26/2015	Munoz, Patricia G	\$111.94	88336	04/02/2015	CenturyLink	\$652.10
88259	03/26/2015	Oertel, Brian	\$18.56	88337	04/02/2015	CenturyLink	\$317.39
88260	03/26/2015	Swartz, LaRae	\$103.24	88338	04/02/2015	CenturyLink	\$170.78
88261	03/26/2015	Weissler, Liza Y.	\$22.56	88339	04/02/2015	CenturyLink	\$67.54
88262	04/01/2015	Arizona Public Service (APS)	\$894.99	88340	04/02/2015	CenturyLink	\$65.42
88263	04/01/2015	Arizona Public Service (APS)	\$1,236.84	88341	04/02/2015	CenturyLink	\$32.86
88264	04/01/2015	Arizona Public Service (APS)	\$27,916.95	88342	04/02/2015	CenturyLink	\$1,748.00
88265	04/01/2015	Arizona Water Company	\$205.41	88343	04/02/2015	Chief Supply, Inc.	\$835.04
88266	04/01/2015	Arizona Water Company	\$3,074.56	88344	04/02/2015	Copper Queen Community Hospital	\$130.00
88267	04/01/2015	Bella Vista Water Company-Liberty Water	\$985.58	88345	04/02/2015	County Supervisors Association	\$123.30
88268	04/01/2015	CenturyLink	\$65.10	88346	04/02/2015	DeConcini McDonald Yetwin & Lacy, P.C.	\$639.47
88269	04/01/2015	CenturyLink	\$138.98	88347	04/02/2015	Deluxe Business Forms	\$131.29
88270	04/01/2015	CenturyLink	\$2,367.97	88348	04/02/2015	Election Officials of Arizona	\$90.00
88271	04/01/2015	CenturyLink	\$32.71	88349	04/02/2015	Empire Southwest LLC	\$5,089.19
88272	04/01/2015	Elfrida Water Improvement	\$29.01	88350	04/02/2015	Eskue, Beverly J	\$179.13
88273	04/01/2015	Pueblo del Sol Water Company	\$100.20	88351	04/02/2015	Fimbres, Manuel R	\$900.00
88274	04/01/2015	Southwest Gas Corporation	\$151.85	88352	04/02/2015	Gale Group	\$38.92
88275	04/01/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$667.52	88353	04/02/2015	Goldstein, Jason	\$71.22
88276	04/01/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$50.01	88354	04/02/2015	Graeme, Nina Sue	\$79.09
88277	04/01/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$264.90	88355	04/02/2015	Granite Construction Company	\$3,333.53
88278	04/01/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$239.69	88356	04/02/2015	Hancock, Charles	\$108.46
88279	04/01/2015	Sulphur Springs Valley Elec Cooperative, Inc.	\$605.40	88357	04/02/2015	Howe Precast Concrete Barriers, Inc.	\$20,850.00
88280	04/01/2015	Valley Telephone Cooperative, Inc.	\$1,182.07	88358	04/02/2015	Ironwood Advisors LLC	\$8,375.00
88281	04/01/2015	Waste Mgmt of AZ - Sierra Vista Hauling	\$282.60	88359	04/02/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$210.00
88282	04/01/2015	Committe for Prevention/Child	\$140.00	88360	04/02/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$14,329.40
88283	04/01/2015	Tombstone Unified School District #01	\$1,374.82	88361	04/02/2015	Language Connection LLC	\$592.00
88284	04/01/2015	American First Financial, LLC	\$82.66	88362	04/02/2015	Law Offices of Thomas E. Higgins, Jr.	\$686.60
88285	04/01/2015	Burse & Associates, P.C.	\$493.75	88363	04/02/2015	M J's Interiors	\$225.00
88286	04/01/2015	Burse & Associates, P.C.	\$89.74	88364	04/02/2015	Marshall & Swift/Boeckh, LLC	\$1,250.20
88287	04/01/2015	Cochise County/Sheakley/National Bank	\$4,611.46	88365	04/02/2015	Merle's Automotive Supply, Inc.	\$125.96
88288	04/01/2015	Correction Officers	\$362.21	88366	04/02/2015	Moldovan-Mendes do Amaral, Cristina	\$500.00
88289	04/01/2015	DCS	\$490.16	88367	04/02/2015	Nelson, Carla	\$114.49
88290	04/01/2015	General Revenue Corporation	\$139.24	88368	04/02/2015	Nina L. Caples, P.C.	\$1,365.72
88291	04/01/2015	GMAC, c/o Jennifer A. Christie	\$20.72	88369	04/02/2015	O'Rielly Chevrolet, Inc.	\$350.27
88292	04/01/2015	Gurstel Chargo PA	\$311.45	88370	04/02/2015	OfficeMax North America Inc.	\$76.93
88293	04/01/2015	NYS Child Support Processing Center	\$32.00	88371	04/02/2015	Paul Jr., Joseph	\$150.00
88294	04/01/2015	Pennsylvania SCDU	\$215.00	88372	04/02/2015	Penworthy Co	\$306.50
88295	04/01/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,579.03	88373	04/02/2015	Posty Cards, Inc.	\$55.75
88296	04/01/2015	Public Safety Retirement Syst	\$453.21	88374	04/02/2015	Prudential Overall Supply	\$222.06
88297	04/01/2015	Public Safety Retirement Syst	\$1,231.94	88375	04/02/2015	Prudential Overall Supply	\$127.34
88298	04/01/2015	Support Payment Clearinghouse	\$7,263.08	88376	04/02/2015	Pueblo Mechanical & Controls, Inc.	\$28,724.10
88299	04/01/2015	U.S. Department of Education	\$160.79	88377	04/02/2015	Purcell's Western State Tire Company	\$5,752.85
88300	04/01/2015	United Way	\$45.00	88378	04/02/2015	Recorded Books, LLC	\$461.64
88301	04/02/2015	Ortega, Michael J.	\$875.80	88379	04/02/2015	Reed, Cynthia - Court Reporter	\$300.00
88302	04/02/2015	Aiton, Roberta	\$26.84	88380	04/02/2015	Reed, Cynthia - Court Reporter	\$150.00
88303	04/02/2015	Alco Discount Store	\$50.00	88381	04/02/2015	Robert J. Zohlmann, Esq.	\$3,925.00
88304	04/02/2015	Alphagraphics	\$518.94	88382	04/02/2015	RWC International, LTD	\$5,876.10

88383	04/02/2015	Ryan, William F	\$31.32
88384	04/02/2015	Safelite Autoglass Corp.	\$150.59
88385	04/02/2015	Sahuaro Trophy Co.	\$172.15
88386	04/02/2015	Sascotech	\$78,016.00
88387	04/02/2015	Schlesinger, Aaron	\$59.50
88388	04/02/2015	Schlesinger, Aaron	\$3,539.20
88389	04/02/2015	Sealey, Nedra C	\$194.69
88390	04/02/2015	Senergy Petroleum LLC	\$17,990.79
88391	04/02/2015	Senergy Petroleum LLC	\$1,839.18
88392	04/02/2015	Senergy Petroleum LLC	\$10,333.92
88393	04/02/2015	Senergy Petroleum LLC	\$3,097.96
88394	04/02/2015	Service Solutions Group	\$133.50
88395	04/02/2015	Sheakley Pension Administration Inc.	\$923.00
88396	04/02/2015	Sierra Vista NAPA	\$379.28
88397	04/02/2015	Soto, Frank	\$200.00
88398	04/02/2015	Sound Off Signal	\$4,387.95
88399	04/02/2015	SourceHOV	\$15,680.45
88400	04/02/2015	South East Arizona Legal Support (SEALS)	\$6,050.00
88401	04/02/2015	Southwest Gas Corporation	\$5,030.72
88402	04/02/2015	Sparkletts	\$41.43
88403	04/02/2015	Sparkletts	\$27.97
88404	04/02/2015	Stericycle Inc.	\$410.45
88405	04/02/2015	Stericycle Inc.	\$205.53
88406	04/02/2015	Superior Steel Supply	\$190.08
88407	04/02/2015	Technical Resource Management, Inc.	\$20.10
88408	04/02/2015	The Law Office of Castro & Le, PLLC	\$1,432.00
88409	04/02/2015	Thorn Law Office	\$9,244.50
88410	04/02/2015	Titan Machinery Inc.	\$51.82
88411	04/02/2015	Tombstone Gold & Silver, Inc.	\$2,842.45
88412	04/02/2015	Truck and Trailer Parts	\$78.80
88413	04/02/2015	UniFirst Corporation	\$213.07
88414	04/02/2015	Valley Telephone Cooperative, Inc.	\$135.53
88415	04/02/2015	Verizon Wireless	\$320.33
88416	04/02/2015	Verizon Wireless	\$128.26
88417	04/02/2015	Verizon Wireless	\$108.60
88418	04/02/2015	Villegas, Francisco	\$150.00
88419	04/02/2015	Voyager Fleet System, Inc.	\$2,095.77
88420	04/02/2015	Waste Mgmt of AZ - Sierra Vista Hauling	\$294.07
88421	04/02/2015	Watson Chevrolet	\$1,588.38
88422	04/02/2015	Waxie Sanitary Supply	\$1,304.65
88423	04/02/2015	Waxie Sanitary Supply	\$63.65
88424	04/02/2015	West & Zickerman, PLLC	\$2,704.86
88425	04/02/2015	Whetstone Plumbing Inc	\$4,800.00
88426	04/02/2015	Wick Communications	\$507.00
88427	04/02/2015	Willcox Auto Parts Inc.	\$369.88
88428	04/02/2015	Willcox Auto Parts Inc.	\$290.84
88429	04/02/2015	Willcox Auto Parts Inc.	\$71.76
88430	04/02/2015	Williams, Nancy N.	\$26.10
88431	04/02/2015	WR Ryan Company	\$4,774.81
88432	04/02/2015	Arizona Department of Public Safety	\$67.00
88433	04/02/2015	Call, Pat	\$1,790.88
88434	04/02/2015	Cochise County Finance Revolving Fund	\$10.00
88435	04/02/2015	English, Ann	\$684.40
88436	04/02/2015	Shuck, Laura	\$150.00
88437	04/02/2015	Thomas, Yolanda	\$240.79
88438	04/02/2015	Traywick, Benton	\$8.40
88439	04/02/2015	Trujillo, Jeffrey D.	\$150.00
88440	04/02/2015	Craig, Kelly	\$17.70
88441	04/02/2015	Godfrey, Marilyn	\$230.26
88442	04/02/2015	Last, Izak	\$125.00
88443	04/02/2015	Lord, Priscilla	\$255.58
88444	04/02/2015	Olivares, Isela	\$34.80
88445	04/02/2015	Pitzlin, Maria	\$20.00
88446	04/02/2015	Traywick, Catherine L	\$20.00
88447	04/07/2015	AOC Corrections Officer Retire	\$11,930.71
88448	04/07/2015	Correction Officers	\$17,426.98
88449	04/07/2015	EODCRS	\$9.06
88450	04/07/2015	Nationwide Retirement Solutions	\$507.50
88451	04/07/2015	Public Safety Retirement Syst	\$91,624.35
88452	04/07/2015	Public Safety Retirement Syst	\$12,137.98
88453	04/07/2015	Public Safety Retirement Syst	\$634.38

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, April 14, 2015**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, April 14, 2015 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Patrick G. Call, Chairman; Ann English, Vice-Chairman; Richard R. Searle, Member
Staff Michael J. Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Britt W.
Present: Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman Call called the meeting to order at 10:00 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of March 24, 2015.
2. Approve a proclamation to proclaim April 21, 2015 as "PowerTalk 21 Day" in Cochise County to bring attention to underage drinking.

Community Development

3. Adopt Zoning Ordinance 15-02 approving Docket Z-15-01, amending the zoning district designation for parcel 104-06-002K to GB from R-36, pursuant to the request of the George Family Trust.
4. Adopt Zoning Ordinance 15-03 approving Docket Z-15-02, amending the zoning district designation for parcels 117-06-161A, -165, -072A, -177, -178, -179, & -180 to SR-174 from SR-43, pursuant to the request of Ms. Linda S. Blake.
5. Adopt Resolution 15-07 transferring all right, title and interest in right-of-way of parcel 409-05-014 to the City of Douglas.

County Attorney

6. Approve the proposed settlement of the Tax Appeal in San Pedro Apartments Limited Partnership, TX2012-000432 (Assessor parcel No. 107-16-001R), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

7. Approve the proposed settlement of the Tax Appeal in San Pedro Apartments Limited Partnership, TX2013-000642 (Assessor parcel No. 107-16-001R), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
8. Approve the proposed settlement of the Tax Appeal in San Pedro Apartments Limited Partnership, TX2014-000318 (Assessor parcel No. 107-16-001R), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
9. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-15-2525 in the amount of \$148,160 between the City of Tucson and Cochise County for the period January 1, 2015 through December 31, 2016.
10. Approve a new position in the County Attorney Civil Division for either a Paralegal III or Legal Secretary III in order to extend the services of this division.

County Sheriff

11. Approve the renewal of an Intergovernmental Agreement (IGA) between Cochise County and Fort Huachuca to hold military prisoners in the Cochise County Jail at the current per diem rate effective April 14, 2015 through April 14, 2018.
12. Approve a Memorandum of Agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Cochise County Sheriff's Office for reimbursement of overtime salary costs and other costs incurred by the Cochise County Sheriff's Office in providing resources to assist ATF effective April 1, 2015 through September 30, 2019.
13. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-15-2526 in the amount of \$194,333 between the City of Tucson and Cochise County for the period January 1, 2015 through December 31, 2016.

Emergency Services

14. Approve a Memorandum of Understanding (MOU) between Cochise County and various facilities in Cochise County to serve as designated emergency locations for emergency functions in case an emergency is declared.

Finance

15. Approve demands and budget amendments for operating transfers.

Warrants Nos.88108-88283, 88301-88446, 88455-88648 were issued in the amount of \$1,238,121.41.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	De Jesus, Emiliano Mercado	19.40
239	Thomas,Yolanda	240.74

Issued warrants are listed as an attachment at the end of the minutes.

Housing Authority

16. Approve a Fair Housing Proclamation and proclaim April 2015 as Fair Housing Month in Cochise County.

Workforce Development

17. Approve Amendment #15 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the WIA Service Delivery Area from July 1, 2013 to March 31, 2015.

Vice-Chairman English moved to approve items 1 - 17 on the Consent Agenda. Supervisor Searle seconded the motion and it carried unanimously.

ACTION

Community Development

18. Adopt Resolution 15-08 to abandon a portion of a drainage easement on Coronado Memorial Road as described therein.

Supervisor Searle moved to adopt Resolution 15-08 to abandon a portion of a drainage easement on Coronado Memorial Road as described therein. Vice-Chairman English seconded the motion.

Ms. Karen Riggs, Highway and Floodplain Department Director, presented this item using a PowerPoint presentation. Ms. Riggs gave the background and added that this was in conjunction with a grant. She explained that the reason for the abandonment was because the easement was not needed for the project and trading the easement with the owner would facilitate drainage. She added that staff recommended approval.

Chairman Call called for vote and it was approved 3-0.

Health & Social Services

19. Approve a new Program Coordinator position in Cochise Health & Social Services as required by IGA# ADHS14-053682-A1, Maternal, Infant & Early Childhood Home Visiting (MIECHV), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS) in the amount of \$90,000 for the period October 1, 2014 through September 30, 2015.

Ms. Judy Gilligan, Prevention Services Division Director, presented this item using a PowerPoint presentation. Ms. Gilligan gave the history of the program and explained that the grant helps fund a full time coordinator position. She stated that the Health & Social Services Department is contractor/coordinator for this grant and that the money has been approved by the Board, just needed to get the position approved. She added that the State has confirmed funding for this grant through September, 2016 and added that staff recommended approval.

Vice-Chairman English moved to approve a new Program Coordinator position in Cochise Health & Social Services as required by IGA# ADHS14-053682-A1, Maternal, Infant & Early Childhood Home Visiting (MIECHV), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS) in the amount of \$90,000 for the period October 1, 2014 through September 30, 2015. Supervisor Searle seconded the motion.

Chairman Call called for vote and it was approved 3-0.

CALL TO THE PUBLIC

Chairman Call opened the Call to the Public.

No one one chose to speak and Chairman Call closed the Call to the Public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ortega said that he and staff were preparing for department budget meetings and added that he would present options to deal with the shortfall at the next budget work session with the Board.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Chairman Call said he would be attending the Hereford Natural Resource Conservation District (NRCD) meeting on Wednesday; the Cochise Community Foundation meeting on Thursday, the Sierra Vista Chamber of Commerce Awards Gala and the Local Emergency Planning Committee meeting on Friday; the Thunder Mountain Games on Saturday; the South Regional Advisory Council the following week along with the Sheriff's Assist Team Luncheon, and the Upper San Pedro Partnership meeting. He also asked Mr. Ortega to direct staff to gather information on how State shifts are affecting county services to release to the press.

Report by District 2 Supervisor, Ann English

Vice-Chairman English deferred her report.

Report by District 3 Supervisor, Richard Searle

Supervisor Searle said he would be attending the Sierra Vista Metropolitan Planning Organization (SVMPO) meeting on Wednesday, as well as a meeting on the Red Horse Energy Project. He also said the Solar Project near Willcox would be complete mid-May and the Wind Project would be complete mid-June.

6.

Chairman Call adjourned the meeting at 10:19 a.m.

APPROVED:

Patrick G. Call, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Proclamation - Purple Heart County

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve a proclamation to proclaim Cochise County as a "Purple Heart County".

Background:

See attachments.

Department's Next Steps (if approved):

Proclamation signed and filed in the Clerk of the Board office

Impact of NOT Approving/Alternatives:

N/A

To BOS Staff: Document Disposition/Follow-Up:

Cochise County will not become a "Purple Heart County".

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Proclamation

MOPH 793 Introduction

MOPH Dept. of AZ PH State Initiative

MOPHFactSheet

NationalOfficersBios



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

MICHAEL J. ORTEGA
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

JAMES E. VLAHOVICH
Deputy County Administrator

RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

Cochise County - "A PURPLE HEART COUNTY"

WHEREAS, the people of Cochise County have a great admiration and the upmost gratitude for the men and women who selflessly served their country and this county in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by not only leaving their homes and families, but by selflessly choosing to place themselves in harm's way for the good of our nation and communities; and

WHEREAS, through the contributions and sacrifices of our veterans, our citizens and communities are afforded the ability to maintain the freedoms and way of life guaranteed to all citizens; and

WHEREAS, many men and women in uniform gave their lives while serving our nation in the Armed Forces; and

WHEREAS, many citizens of our community were wounded during combat and earned the Purple Heart Medal in recognition of their meritorious acts of bravery and service to our communities and Nation.

THEREFORE, be it resolved that Cochise County be proclaimed as a Purple Heart County to recognize and honor the service and sacrifice of our nation's men and women, who were wounded or killed while serving to protect the freedoms enjoyed by our communities and nation.

NOW THEREFORE BE IT RESOLVED, that the Cochise County Board of Supervisors, by virtue of the authority vested by the laws of Cochise County, do hereby proclaim Cochise County a

"PURPLE HEART COUNTY"

IN WITNESS WHEREOF, We hereby sign this proclamation in Arizona, County of Cochise, this 28th day of April, 2015.

Patrick G. Call

Ann English

Richard R. Searle



MILITARY ORDER OF THE PURPLE HEART

Chartered by Act of Congress For Combat Wounded Veterans

Chartered by Congress in 1958, The Military Order of the Purple Heart is composed of military men and women who received the Purple Heart Medal for wounds suffered in combat.

Although our membership is restricted to the combat wounded, we support all veterans and their families with a myriad of nation-wide programs by Chapters and National Service Officers.

Dale E. Crick Chapter 793

Flagstaff . Arizona

Founded In 2006

18 Charter Members

IN HONOR & MEMORY OF DALE EUGENE CRICK

Date of Birth: 12/6/1948

Date of Casualty: 2/11/1969

Home of Record: Flagstaff

High School: Flagstaff High School Class of 1966

County of Record: Coconino County State: AZ

Branch of Service: U.S. Marine Corps

USMC Rank: Lance Corporal, Rifleman

Unit: C Company - 1st Battalion - 3rd Marine Division - 9th Marines

Killed In Action: A Shau Valley, Quang Tri Province, South Viet Nam



THE DALE E. CRICK CHAPTER 793 IS COMMITTED TO THE AMERICAN VETERAN AND ALWAYS ACTIVELY INVOLVED IN COMMUNITY SERVICE

Purple Heart Memorial Truck



Veteran Funeral Service Coordination
Eric J. Lindstrom Scholarship Award
Peaks Senior Living Veterans Program
ROTC & JROTC Support & Awards
Camp Navajo Wounded Warrior Hunt
Purple Heart Trail "Adopt A Highway"
Viet Nam Veterans Support Group
OEF/OIF Veterans PTS-TBI Focus Group
Northern Arizona Military Association Military Ball
Flagstaff Armed Forces Day Parade
Lance Davison Memorial High Country Stand Down

*Coconino County Is The First County In Arizona
To Proclaim Itself A "Purple Heart County"*



**MILITARY ORDER OF THE PURPLE HEART
NATIONAL HEADQUARTERS**

5413-B Backlick Road, Springfield, VA 22151

703-642-5360 Fax: 703-642-2054

www.purpleheart.org



MOPH NATIONAL WEBSITE

www.purpleheart.org



MOPH FACT SHEET

<http://www.purpleheart.org/Downloads/Bank/MOPHInformationalBrochures/MOPHFactSheet.pdf>

UPDATED HISTORY OF THE PURPLE HEART

<http://www.purpleheart.org/Downloads/Bank/MOPHInformationalBrochures/HistoryOfThePurpleHeart.pdf>

MOPH TODAY BROCHURE

<http://www.purpleheart.org/Downloads/Bank/MOPHInformationalBrochures/MOPHToday.pdf>



Military Order Of The Purple Heart - 409 W. Santa Fe Avenue - Flagstaff Arizona 86001



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ARIZONA “PURPLE HEART STATE” INITIATIVE

**The Military Order of the Purple . Department of Arizona
Appreciates Your Respectful Support In Proclaiming
Arizona As Our Nations . First Purple Heart State**

*Coconino County Was The First County In Arizona
To Proclaim Itself A “Purple Heart County”*

**Recently The County Supervisors Association Of Arizona
Encouraged Arizona’s Remaining Counties To Adopt Their Proclamations...
Our Goal Is To Have All Arizona Counties
Proclaimed By May 2015**

*This Is An Honorable Achievement... And All
Of Arizona Can Be Very Proud*

*It Will Be An Exciting Day When
Governor Doug Ducey Can Proclaim
Arizona A Purple Heart State...*





J. Patrick Little
National Commander

Robert J. Puskar
National Senior Vice
Commander

William Nazario
National Junior Vice
Commander

Ernesto P. Hernandez III
National Adjutant

Frank Van Hoy
National Service Director

For further information
contact:

John Bircher
Public Relations Director

MOPH Headquarters
5413-B Backlick Road
Springfield, VA 22151

888-668-1656

publicrelations@purpleheart.org

Fact Sheet January 2014

The Order's Annual Operating Budget is approximately \$9.75 million of which approximately \$7 million goes to support the Service Program. The majority of the funding is received from the MOPH Service Foundation through either restricted or unrestricted grants. The Service Foundation receives their money through various fund raising activities, such as thrift stores and a vehicle donation program. The Order has a number of national programs which are described below:

National Service Program (NSP)

1. The NSP operates a nation-wide network of 77 Service offices from Guam to Puerto Rico. Over 91,000 veterans and dependents receive expert assistance in obtaining well deserved benefits from the VA from MOPH's service staff comprised of 140 trained and accredited National Service Officers (NSO's), managers, and assistants. In addition to its paid staff, the Order has a dedicated corps of volunteer Department and Chapter Service Officers who also provide assistance to veterans.
2. In the 12 months of FY 2013, MOPH NSO's obtained over \$337 million in VA benefits for their clients, submitted over 14,500 claims to the VA, processed 275 appeals, appeared at 126 hearings, and made over 2,600 outreach visits to Vet Centers, Hospitals, and MOPH Chapters. These numbers do not reflect the contacts and visits made by MOPH volunteer Department and Chapter Service Officers.
3. The MOPH Service Program also provides expert Legal opinions and representation for veterans before the Board of Veterans Appeals (BVA) and the Court of Appeals for Veterans Claims (CAVC). And MOPH represents any veteran regardless of membership or affiliation. The MOPH does not accept government funds for and cases brought to appeal.
4. When not assisting veterans directly, MOPH National Service Officers are required to attend local VA training, successfully complete an on-the-job Training Program, and attend one week of intense annual training in order to maintain their accreditation.
5. The MOPH is proud of its NSO designated Veterans case management system (VCMS). The web-based client database, automated VA forms, and reports provide for rapid client response and excellent case oversight.

Veteran Affairs Voluntary Service (VAVS)

1. The Hallmark of MOPH is our National VAVS program. We service our veterans throughout the VA Health care system and in State Veteran Homes. We have volunteers in over 100 VAMCs and clinics across the country. We have Patriot members on the local VAVS committee in over 77 VA facilities. The MOPH Service Foundation provides funds in the form of grants to assist in obtaining clothing, personal hygiene items and allowing our members to take these veterans on outing like ball games, movies and picnics.
2. The Order has volunteers donating their hours in most local communities, one way or another to bring joy into these veterans lives. This last fiscal year we had donated more than 160,031 hours this was equal to more than \$3,608,699 in saving for the VA Health Care System. The MOPH plays a very active role as a voting member of the DVAs' National Advisory Committee. This committee is responsible to making recommendations to the Under Secretary for Health to improve the VAVS program.
3. Over the past 7 years, the MOPH, through its National VAVS program, has given nearly \$50,000 in scholarships, rewarding those wonderful young American student volunteers.

Americanism

1. MOPH provides materials and Member volunteers to visit classrooms and civic organizations nationwide wherein our Members tell of their experiences in the US Armed Forces, providing historical perspective to world events.
2. Employment opportunities for veterans is made through our association with State and Federal Job Fairs and Programs. In conjunction with the VA, the Department of Labor and the Small Business Administration, MOPH support led to the hiring of numerous OIF/OEF Veterans.
3. In 2014 we received 355 scholarship applications. Three hundred-twenty (320) met all requirements and were forwarded to the Scholarship Committee. The Committee awarded eighty-three (83), \$3,000 scholarships totaling \$249,000. Twenty (20) scholarships were awarded to MOPH members, five (5) to spouses of MOPH members, and fifty-eight (58) to lineal descendants of MOPH members. In addition, MOPH Scholarship winner Austin Howard also was awarded the 2014 Lieutenant Michael P. Murphy US Navy Seal Scholarship (\$2,000) funded by Lieutenant Michael P. Murphy USN, Memorial Scholarship Foundation of Riverhead, New York.

Legislative

1. The Order maintains a constant presence on Capitol Hill voicing its position on numerous legislative issues concerning veterans and the military. The Order maintains membership in many veterans' coalitions to help bring forth a united stance on important legislative issues.
2. The Order has been the lead Veterans' Organization on several legislative issues; one most notable has been the DoD regulation awarding the Purple Heart to POW's who died in captivity.



National Leadership

J. Patrick Little
National Commander

Robert J. Puskar
National Senior Vice
Commander

William Nazario
National Junior Vice
Commander

Ernesto P. Hernandez III
National Adjutant

Frank Van Hoy
National Service Director



Pat Little - National Commander

Patriot Patrick Little joined the MOPH in 1992 and served as Delaware Chapter 9377 Commander (1996-98), Delaware Department Commander (2007-10) and as Region I Commander (2011-12), before being elected to the National Leadership. He served in the US Army from 1968 - 1970, with a tour of duty in Vietnam with a Btry, 1/30th Field Artillery, 1st Air Cavalry Division. Pat was wounded August 12, 1969 on LZ Becky, in the Tay Ninh Province, from devastating incoming that wiped out the three gun placement. After his military service Pat had more than twenty-two year career with the DuPont Company. In 1992, Pat formed a company that assisted new high-tech business startups. He is past President of Union Optical Company USA and past Finance Chairman and Treasurer of Goodwill Industries of Delaware. He has BS in Economics, from Pennsylvania Military College, MBA courses from the University of Pennsylvania, and Advanced Management Certificate from Columbia University.



Robert J. Puskar - National Senior Vice Commander

Patriot Robert Puskar joined MOPH in 2000 and served as Department Chief of Staff before being elected National Commander, Region VI. He served four years with the US Marine Corps, 1964-68, assigned to Marine Air Traffic Control Unit 62. He was wounded near Dong Ha in 1968 when his unit deployed to Vietnam. Patriot Puskar lives in Paradise Valley, Arizona, with his wife, Dottie, and is a member of Chapter 0790.



William Nazario - National Junior Vice Commander

Patriot William Nazario was born in Ponce, Puerto Rico in August 1947. He served in the United States Marine Corps for 18 months during the Vietnam War, volunteering to be point man for Fox Company 2, 7th Battalion, and receiving promotion to squad leader. He reached the rank of Lance Corporal. During his service, William Nazario earned the National Defense Service Medal, the Purple Heart, the Vietnam Campaign Medal with device, the Combat Action Ribbon, the Vietnam Service Medal with four Bronze Stars, the Republic of Vietnam Cross of Gallantry with palm and frame, the Republic of Vietnam Meritorious Unit Citation, the New York State Conspicuous Service Medal, and the New York State Conspicuous Service Star. William Nazario served as Commander Region I of the Military Order of the Purple Heart, and as Co-Chair of the 19th Congressional District Veterans Advisory Council and the Westchester County Veterans Advisory Council, as Chairman of the Cortlandt Hudson Valley Veterans Committee, and is a member of the Disabled American Veterans and American Legion Post 1030 in Verplanck. At the 2013 National Convention of the Military Order of the Purple Heart, he was named as the Patriot of the Year, 2011 Male Volunteer of the Year for the VA Hudson Valley Health Care System, and the United Auto Workers Region 9A 2009 Veteran of the Year for his volunteer and civic commitments to the community. William Nazario retired from the United States Postal Service.

Ernesto P. Hernandez III - National Adjutant

Patriot Hernandez had a distinguished career in the US Air Force, graduating from the Air Force Academy in 1994 with a BS in Management. Over the course of his career, he had assignments at every level of command and staff, including The Air Education and Training Command, and the office of the Secretary of the Air Force for Acquisition, where he directed Air Force, joint service and international programs with a \$7.5B annual budget. During this time he attended Webster University in San Antonio, TX where he received a Masters Degree in Business Administration. In 2004 he deployed to Iraq where he served as an Aide to the Deputy Chief of Staff and as Executive Officer of strategy, plans and assessments for the Multination Force in Iraq. Other assignments included Inspector General for Air Force District of Washington DC, the Defense Threat Reduction Agency, and two exchange assignments with the Department of State as Senior Military Advisor in the Bureau of Near Eastern Affairs, and later as Senior Counter Narcotics Officer in the Office of International Narcotics and Law Enforcement Affairs where he coordinated inter-agency policy and programs related to all jointly funded agencies with counternarcotic and law enforcement programs in support of Mexico and Central America. In 2008 he was handpicked by the JCS J5 to serve as DoD's lead Security Assistance Officer for the world's largest Foreign Military Sales program ever (\$9B). In response to Joint Staff's Iraq's "weapons acquisition boost" in support of Security Transition to the Government of Iraq. On March 26, 2008 at FOB Phoenix the heavens began to rain metal and he was wounded by indirect fire while using his body to shield the entrance of an open-bunker to protect its occupants which were mainly newly arrived female soldiers. Since his retirement from the Air Force, he has focused his attention on his own rehabilitation from injuries in combat and spending time with his family following numerous years of combat deployment. Concurrently, he has worked with the youth in his community as a football coach, and helped found two non-profit organizations, the Loudon County Markersmiths, and the Wounded Paw Project. In 2014, he joined the Military Order of the Purple Heart. He now lives in Northern, VA.

For further information
contact:

John Bircher
Public Relations Director

MOPH Headquarters
5413-B Backlick Road
Springfield, VA 22151

888-668-1656

publicrelations@purpleheart.org



Frank Van Hoy - National Service Director

Patriot Frank Van Hoy is a native of Goldsboro, NC. He is a graduate of Troy University, Troy, Alabama, with a BS in Social Sciences. He and his wife Cindy have three children and presently reside in Owings, MD, near the Chesapeake Bay. Major Van Hoy enlisted in the US Army in 1966 and completed active military service in 1986 as Curriculum Development Officer at the Defense Intelligence College, Defense Intelligence Agency in Washington D.C. Frank joined the National Headquarters Staff of the MOPH in 2007 and is responsible for all aspects of the National Service Program.

UPDATED HISTORY OF



THE PURPLE HEART





The Badge of Military Merit is the oldest known United States military decoration still in use. However, there was one other decoration awarded to members of the Continental Army that pre-dated even the Badge of Military Merit.



The Fidelity Medallion or “Andre Capture Medal,” was created by act of the Continental Congress in 1780. It was awarded to Privates John Paulding, David Williams and Isaac Van Wart of the New York State Militia.

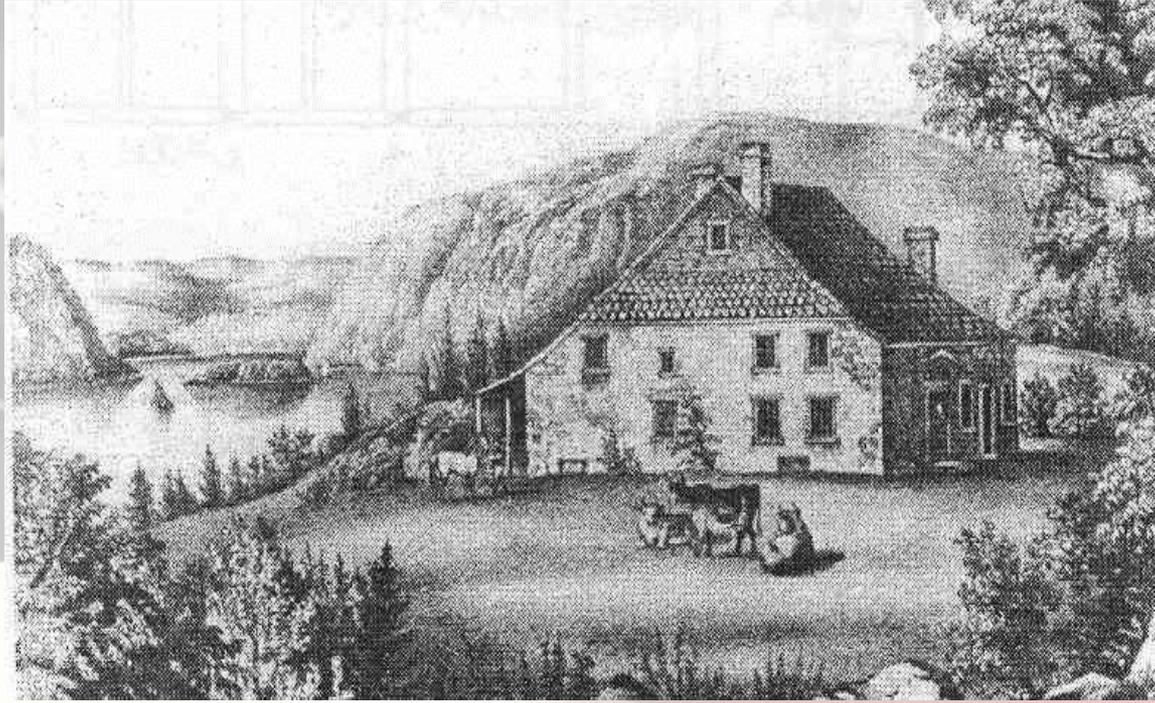
On the obverse is what appears to be a heart, flanked by leafed stalks, with “Fidelity” above. The reverse contains the Latin phrase, Amor Patriae Vincit, “Love of Country Conquers.” It never was awarded again, so the award created two years later by General George Washington is often considered the oldest.

WHY THE ANDRE CAPTURE MEDAL ?

Major John Andre was a British army officer hanged as a spy during the American Revolutionary War for assisting Benedict Arnold to surrender the fort at West Point, New York to the British Army.

On September 23, 1780, after meeting with Benedict Arnold, Andre passed near Tarrytown, New York, where three militiamen stopped and arrested him, finding plans of West Point and letters from Arnold hidden on his person. André appealed to George Washington to be executed by firing squad, but by the rules of war he was hung as a spy at Tappan, New York on October 2, 1780.

The names of André's captors were John Paulding, David Williams, and Isaac Van Wart. The United States Congress gave each of them a pension of \$200 a year and a silver medal, known as the Fidelity Medallion. All were later honored in the names of counties in Ohio, and in 1853 a monument was erected to their memory on the place where they captured André. No other soldiers were ever awarded the Fidelity Medallion.



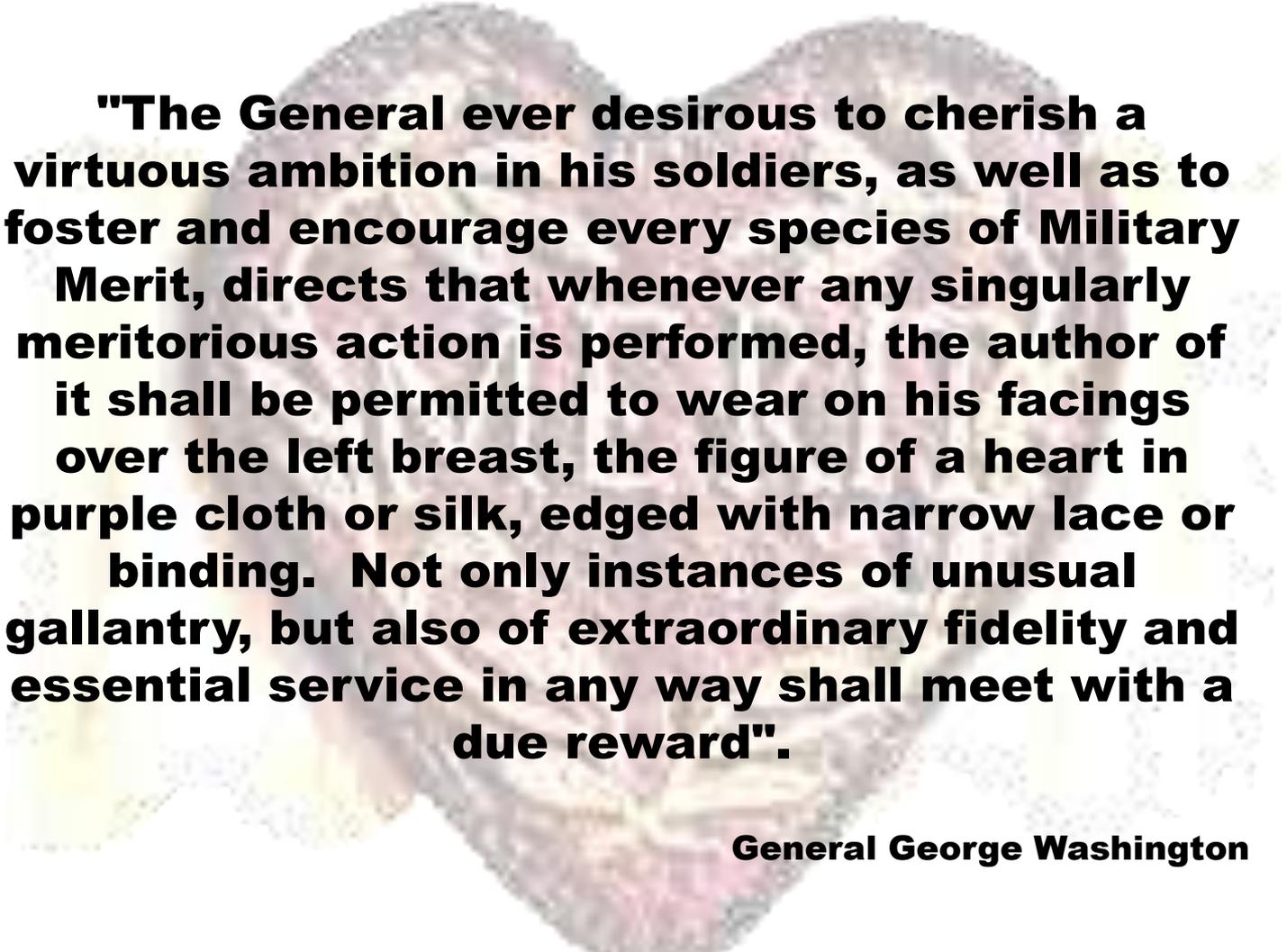
By April 1782, General Washington had established his Head Quarters at Newburgh, New York to keep watch on British forces in New York. He also needed to consolidate the 7,000 man Continental Army and quell a threatened mutiny over pay and pensions. For his soldiers, he wanted to continue efforts to improve their condition and morale.



General Washington's personal writings indicate that three badges, two Honorary Badges of Distinction and a Badge of Military Merit, were created on August 7, 1782.

The practice in Europe was to honor high-ranking officers who had achieved victory, rather than common soldiers. But in America, as General Washington said, the "road to glory in a patriot army and a free country is...open to all.

Of the Badge of Military Merit, Washington wrote:



"The General ever desirous to cherish a virtuous ambition in his soldiers, as well as to foster and encourage every species of Military Merit, directs that whenever any singularly meritorious action is performed, the author of it shall be permitted to wear on his facings over the left breast, the figure of a heart in purple cloth or silk, edged with narrow lace or binding. Not only instances of unusual gallantry, but also of extraordinary fidelity and essential service in any way shall meet with a due reward".

General George Washington



On August 31, 1782 the *Providence Gazette & Country Journal* made the first public reporting of George Washington's General Order creating the "Honorary Badge of Distinction and the Badge of Military Merit."

One of only two known surviving original and complete historical heirloom newspapers is in the possession of James Klug, MOPH Department Commander and Stephanie Klug, Ladies Auxiliary Unit 147, Medford, Oregon.

RECIPIENTS

Most historians indicate that only three people received the Badge of Military Merit during the American Revolutionary War, all of them noncommissioned officers, and the only ones who received the award from General Washington himself. Those soldiers are as follows:

On May 3, 1783

**Sergeant William Brown
5th Connecticut Regiment of the Connecticut Line**

**Sergeant Elijah Churchill
2nd Continental Light Dragoons**

On June 10, 1783

**Sergeant Daniel Bissell
2nd Connecticut Regiment of the Connecticut Line**

OTHER RECIPIENTS

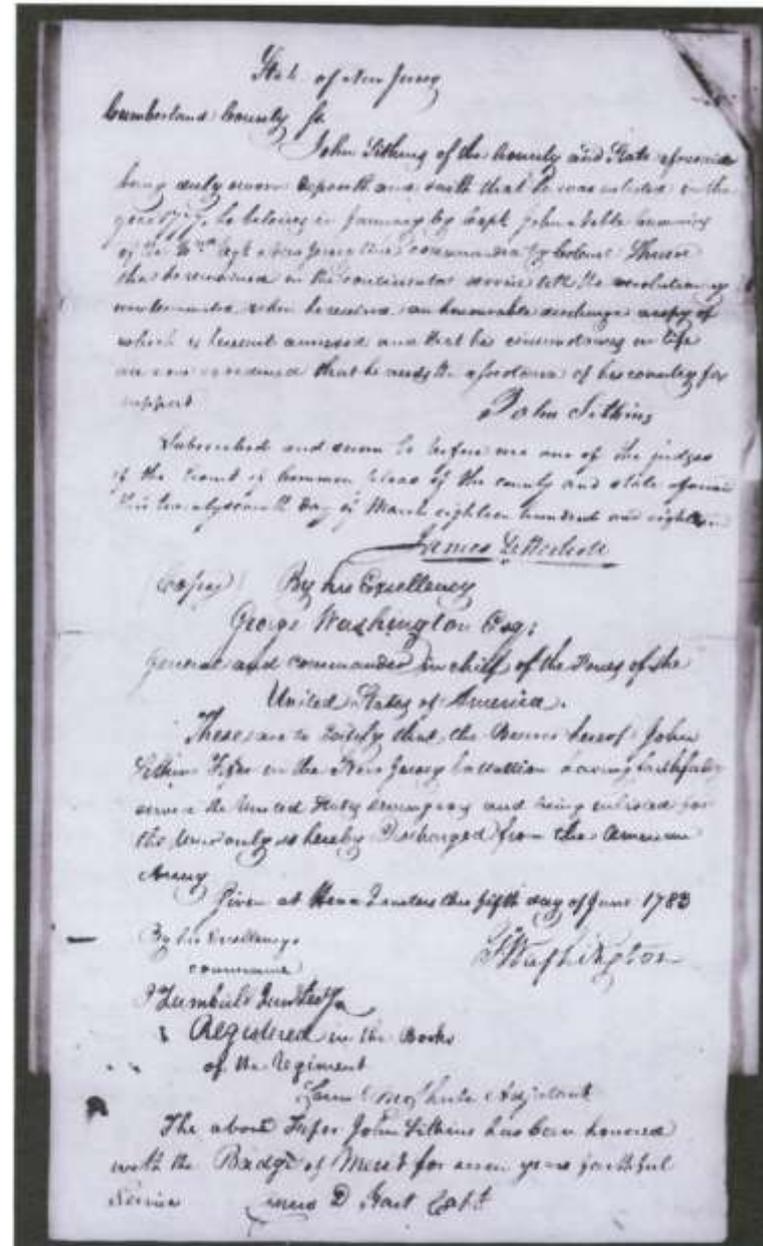
While researching the Purple Heart Medal at the National Archives, National Americanism Officer Ron Siebels discovered that while these three soldiers were most likely the first to receive the Badge of Military Merit, discharge certificates of other Revolutionary War soldiers indicate that they also received the "Badge of Merit" for their years of faithful service.

John Sithins Fife

2nd New Jersey Regiment
discharged June 5, 1783

John Sithins discharge document was signed by George Washington on June 5, 1783. Additional documents at the National Archives support the authenticity of George Washington's signature.

The last three lines at the bottom of the page read "The above Fifer John Sithins has been honored with the Badge of Merit for seven years faithful service."



Peter Shumway
Soldier
4th Massachusetts
Regiment
discharged June 9, 1783

In a pension claim by his heirs following his death on June 7, 1832, The Honorable W.P. Waldo, Commissioner of Pensions, certified that Peter Shumway, a soldier in the 4th Massachusetts Regiment, was discharged with the Badge of Merit for six years faithful service on June 9, 1783.

Walden Town Co Pa Dec 11 1834

Dear Sir Peter Shumway a soldier
in the 4th Mass after six years & three months service, was
discharged with the Badge of Merit for six years
faithful service June 9 1783. He was a pensioner
under the act of Mar 15th 1818 and I later under
the act of 15 May 1828. He died June 7th 1832.
His heirs think the records from 1783 to June
7th were not drawn back that he never received
any land they have his discharge and the paper
signature of Genl Washington and also a quantity
of shopkeepers & Merchant's bills covering their unpaid
time.

They think the heirs of Peter Shumway is entitled
to something of some importance that has never
been received, as they are repeatedly being
written to by Speculators to buy up all claims
of the heirs of Peter Shumway. They have accord-
ingly applied to me to ascertain the truth re-
specting the case.

His certificate of his in the Pension
list, Rule of the Pennsylvania Agency is dat-
ed June 30th 1818 and I find in the Pension
standing alone the figures (1803) which is
probably true.

Your will please furnish me the
necessary information, if consistent.

Respectfully yours
W. P. Waldo

William Dutton Sergeant

7th Massachusetts Regiment
discharged June 10, 1783

The actual discharge
certificate of Sergeant William
Dutton certifies his faithful
service for seven years and
five months and discharge on
June 10, 1783.

On the document, Lt. Col. J.
Brooks, Commander of the 7th
Massachusetts Regiment,
certifies that Sergeant William
Dutton has been honored with
the Badge of Merit for seven
years faithful service.

BY HIS EXCELLENCY
GEORGE WASHINGTON, ESQ;
General and Commander in Chief of the Forces of the
United States of America.

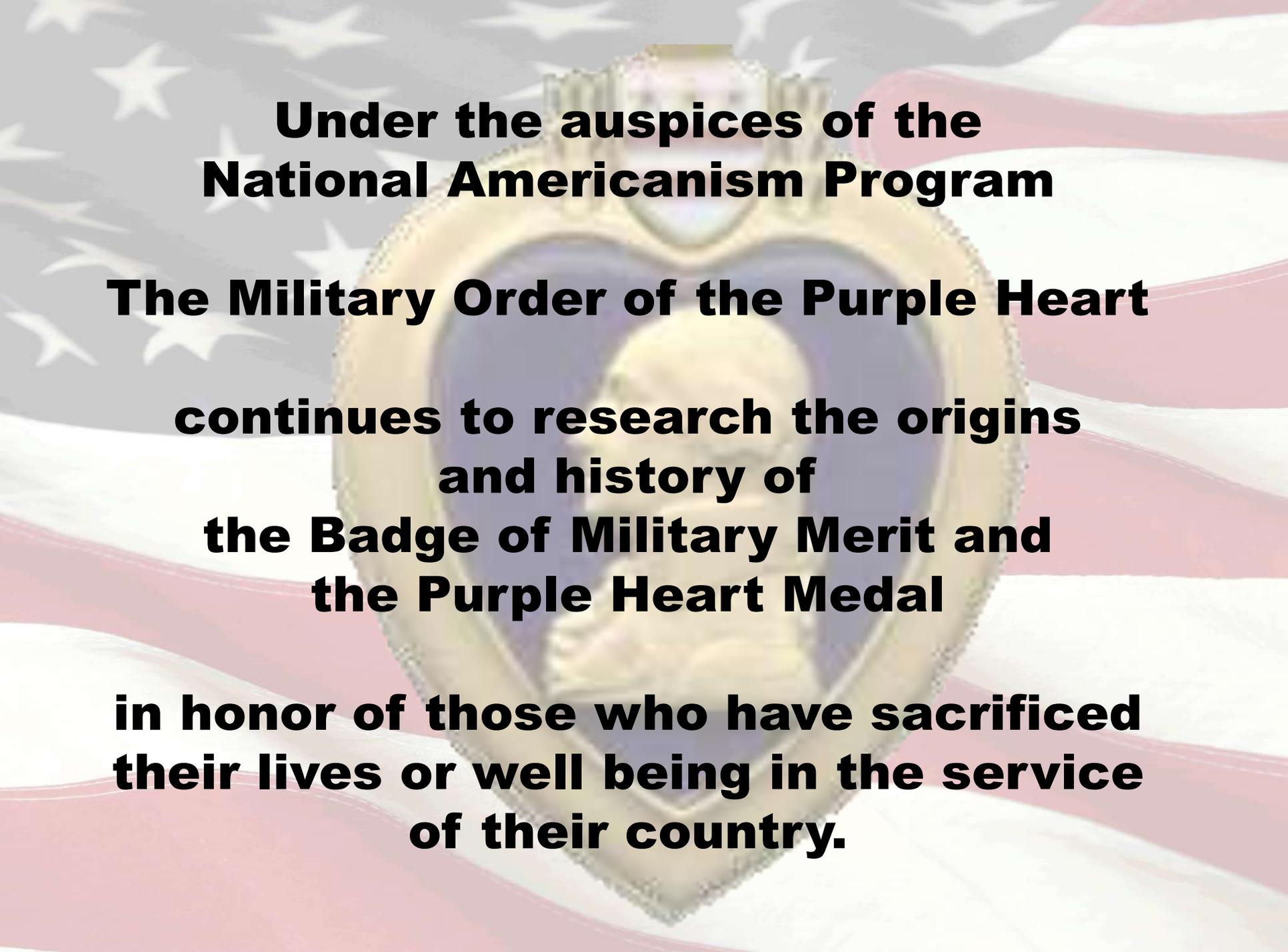
THESE are to CERTIFY that the Bearer hereof
William Dutton
in the *Seventh Massachusetts* Regiment, having faithfully
served the United States *seven years and five months*
and being enlisted for the War only, is
hereby DISCHARGED from the American Army.

GIVEN at HEAD-QUARTERS the *10* of *June*
1783

By HIS EXCELLENCY'S
Command
J. Bullard

REGISTERED in the Books
of the Regiment,
J. Brooks Adjutant

THE *above* *William Dutton* Sergeant
has been honored with the BADGE OF MERIT for *seven*
Years faithful Service. *J. Brooks* Lt. Col. Comd.
J. Brooks Adjutant



**Under the auspices of the
National Americanism Program**

The Military Order of the Purple Heart

**continues to research the origins
and history of
the Badge of Military Merit and
the Purple Heart Medal**

**in honor of those who have sacrificed
their lives or well being in the service
of their country.**

MILITARY ORDER OF THE PURPLE HEART



ALL GAVE SOME – SOME GAVE ALL

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Ratify a letter of Support Libby Army Airfield at Fort Huachuca

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: n/a **TITLE of PRESENTER:** n/a

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Ratify a letter to U.S. Customs and Border Protection in support of the Proposed Action Alternative within the Draft Environmental Assessment for the Proposed Joint Permanent Air Facility for the United States Customs and Border Protection Office of Air and Marine at Libby Army Airfield, Fort Huachuca, Sierra Vista, Cochise County, Arizona.

Background:

Relocating current missions at Libby Army Airfield to other airfields would negatively impact Cochise County's economy.

Department's Next Steps (if approved):

Letter has already been sent.

Impact of NOT Approving/Alternatives:

n/a.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

Letter



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

MICHAEL J. ORTEGA
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

JAMES E. VLAHOVICH
Deputy County Administrator

RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

April 21, 2015

Mr. Ken Marion
U.S. Customs and Border Protection
1331 Pennsylvania Avenue, NW, Suite 1525, MS 1226
Washington, DC 20229
kenneth.r.marion@cbp.dhs.gov

(202) 344-3087

RE: Cochise County Letter of Support for Proposed Action Alternative within the Draft Environmental Assessment for the Proposed Joint Permanent Air Facility for the United States Customs and Border Protection Office of Air and Marine At Libby Army Airfield, Fort Huachuca, Sierra Vista, Cochise County, Arizona

Dear Mr. Marion:

Cochise County Board of Supervisors would like to document our strong support for the proposed action to create a Joint Permanent Air Facility US Customs and Border Protection Office at Libby Army Airfield, Fort Huachuca, Sierra Vista, Cochise County, Arizona.

It is our understanding that the Customs and Border Protection Office proposes relocating operations to a joint permanent air operations facility to fulfill its mission along the U.S. – Mexico International Border. The proposed action would provide for the construction of a joint permanent facility for 69 personnel to support the existing Sierra Vista Air Unit and Unmanned Aircraft System operations including office space. The Sierra Vista Air Unit assigned to Fort Huachuca will consist of three AS-350 helicopters. The Unmanned Aircraft Systems Squadron permanently assigned to the Installation will consist of three MQ-9 Predator aircraft.

Fort Huachuca's Real Property Master Plan Update (2007) estimates current combined flight operations (departures and landings of civilian and military aircraft) of 160,000 per year at Libby Army Airfield and Sierra Vista Municipal Airport. Air operations for the proposed action may occur on a 24 hour/day, 7 day/week basis, resulting in approximately 22 air operations daily for a total 8,030 air operations annually (U.S. Army 2007b). This would represent 5 percent of the current flight operations at the Libby Army Airfield/ Sierra Vista Municipal Airport.

The Cochise County Comprehensive Land Use Plan states: "Fort Huachuca, the County's largest single employer, has been and remains a significant part of the County's history... Fort Huachuca provides a major anchor in the County's economy, providing high-quality jobs and supporting Sierra Vista as a regional hub for retail goods and services. Cochise County supports the missions of Fort Huachuca, the men and women who serve on the Post, and the associated civilian workforce. This support is

evidenced in the Cochise County Land Use Policy: a. Continue to support Fort Huachuca, the Ports of Entry, and related businesses as regional economic clusters.”

We feel that the proposed joint permanent air facility for the United States Customs and Border Protection Office of Air and Marine at Libby Army Airfield supports the mission of Fort Huachuca and therefore is of utmost importance to Cochise County.

The proposed project is also consistent with the City of Sierra Vista Economic Development Element 15 of Vista 2020 which states: “Economic development is extremely important to the future of Sierra Vista and surrounding communities. Policies and objectives must be carefully coordinated in order to promote desirable types of economic development. Sierra Vista’s economy is largely dependent on Fort Huachuca.”

We appreciate the opportunity to comment on this project and desire to continue to be on the mailing list for future updates.

Respectfully submitted by Cochise County Board of Supervisors.

Patrick G. Call
Chairman

Ann English
Vice-Chairman

Richard R. Searle
Supervisor

cc: Congresswoman Martha McSally

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Adopt Resolution 15-, approving the form and authorizing the execution and delivery of an increase of 5,000,000.00 to the Line of Credit agreement.

Submitted By: Pam Munsey, County Treasurer

Department: County Treasurer

Presentation: **Recommendation:**

Document Signatures: **# of ORIGINALS** 2
Submitted for Signature:

NAME of PRESENTER: **TITLE of PRESENTER:**

Mandated Function?: **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 15-10 to approve the form and authorize the execution and delivery of an increase of \$5,000,000 to the Line of Credit Limit for Cochise County between the Treasurer of Cochise County and J.P. Morgan Chase.

Background:

Increase existing Line of Credit Limit from 10,000,000.00 to an increased Credit Limit of 15,000,000.00. Pursuant to A.R.S. 11-604.01, Cochise County Treasurer maintains lines of credit on behalf of Cochise County with the County's servicing bank. The Addendum also raises Tombstone Unified School District #1's line of credit from \$2 million to \$2.2 million.

Department's Next Steps (if approved):

Once approved and signed, send copy to Treasurer's office. Treasurer will mail copy to Chase.

Impact of NOT Approving/Alternatives:

Regards to meeting capacity, county will be capped at existing line of credit limit of 10,000,000.00.

To BOS Staff: Document Disposition/Follow-Up:

When signed, send copy to Treasurer's office. Treasurer will mail copy to Chase.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

Total Line of Credit Limit will increase to 15,000,000.00 from existing line of credit limit of 10,000,000.00.

Attachments

Resolution-- Line of Credit -- Addendum #5 2015

Line of Credit -- Addendum #5

RESOLUTION 15-

APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM #5 TO LINE OF CREDIT AGREEMENT BETWEEN THE TREASURER OF COCHISE COUNTY AND J.P. MORGAN CHASE BANK, N.A.; RATIFYING ALL ACTIONS TAKEN TO DATE WITH RESPECT TO THE LINE OF CREDIT AGREEMENT

RECITALS

WHEREAS, Cochise County (the “*County*”) through its Board of Supervisors (the “*Supervisors*”), acting as the Board of Deposit (the “*Board of Deposit*”), has heretofore ordered the receipt of bids for servicing bank for the County for the period commencing July 1, 2014 and ending June 30, 2015, with permitted extensions of two additional years pursuant to A.R.S. § 35-325; and

WHEREAS, included in the proposals for servicing bank were proposals for a Commitment Amount Cap and the Principal Amount to the line of credit limit for the County and each individual political subdivision of the state for which the County Treasurer acts as treasurer pursuant to A.R.S. § 11-604.01; and

WHEREAS, the proposal of J.P. Morgan Chase Bank, N.A. was announced as the best bid for services as servicing bank and the best bid to provide the County and political subdivisions of the state for which the County Treasurer acts as treasurer with lines of credit for the period commencing July 1, 2014 and ending June 30, 2015, with permitted extensions of not more than two additional years; and

WHEREAS, A.R.S. § 11-604.01 authorizes the Supervisors of a county to enter into line of credit agreements for the County and each individual subdivision of the state for which the County Treasurer acts as treasurer; and

WHEREAS, a draft of the proposed Business Loan Agreement (the “*Agreement*”) between the County and J.P. Morgan Chase Bank, N.A. (the “*Bank*”) pertaining to a line of credit for Cochise County only, and not to be construed as the line of credit for other political subdivisions, was approved by the Board of Supervisors and dated July 1, 2014; and

WHEREAS, the County Treasurer, in agreement with the Bank, is proposing to raise the maximum line of credit total borrowing limit from \$10,000,000.00 to \$15,000,000.00, and increasing the credit limit for Tombstone Unified School District No. 1 from \$2,000,000.00 to \$2,200,000.00, as set forth in Addendum #5 to the Agreement, and said Addendum #5 has been

RESOLUTION 15-___

Re: Approving The Form And Authorizing The Execution And Delivery Of An Addendum #5 To Line Of Credit Agreement Between The Treasurer Of Cochise County And J.P. Morgan Chase Bank, N.A.; Ratifying All Actions Taken To Date With Respect To The Line Of Credit Agreement

Page | 2

provided by the Bank and has been placed on file with the Clerk of the Board and presented at the meeting at which this Resolution was adopted; and

WHEREAS, by this Resolution the Supervisors will authorize the execution and delivery of the Addendum #5 to the Agreement in substantially the form so presented to this Board of Supervisors, subject to the approval of Deputy County Attorney,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County, Arizona, as follows:

Section 1. That Addendum #5 to Agreement, in substantially the form on file with the Clerk, is approved and the chairman of this Board and the Cochise County Treasurer are authorized and directed to revise, if necessary, to execute and deliver the Agreement and the Promissory Note in substantially the form of the draft Agreement on file with the Clerk.

Section 2. The Cochise County Treasurer is named as the County's agent for all purposes of this Agreement. The Cochise County Treasurer is authorized to take all acts and do all things on behalf of the County under the Agreement.

Section 3. All actions taken by the Cochise County Treasurer, and any person representing the Treasurer with respect to this Agreement and the procedures pertaining thereto, are hereby ratified and affirmed. This resolution shall become effective upon its adoption and execution.

PASSED AND ADOPTED this ____ day of _____, 2015.

Patrick Call, Chairman
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board

Britt W. Hanson
Chief Civil Deputy County Attorney

RESOLUTION 15-__

Re: Approving The Form And Authorizing The Execution And Delivery Of An Addendum #5 To Line Of Credit Agreement Between The Treasurer Of Cochise County And J.P. Morgan Chase Bank, N.A.; Ratifying All Actions Taken To Date With Respect To The Line Of Credit Agreement

Page | 3

CERTIFICATION

I, Arlethe Rios, Clerk of the Board of Supervisors of Cochise County, Arizona, do hereby certify that the above and foregoing Resolution was duly passed by the Board of Supervisors of Cochise County at a regular meeting held on _____, 2015, and the vote was _____ aye's and _____ nay's, _____ were absent and _____ Board Members were present thereat.

DATED: _____, 2015

Arlethe G. Rios
Clerk of the Board
Cochise County Board of Supervisors

BUSINESS LOAN AGREEMENT

(COCHISE COUNTY DISTRICTS REVOLVING LINE OF CREDIT)

ADDENDUM NO. 5

EFFECTIVE DATE: April 22, 2015

PARTIES:

<u>Borrower</u>	Cochise County, Arizona Board of Supervisors for each of the Districts listed in Schedule I hereto, through the Cochise County Treasurer, as their agent
<u>Bank</u>	JPMorgan Chase Bank, N.A., a national banking association authorized to do business in the State of Arizona

RECITAL:

Bank and Borrowers are parties to that certain Business Loan Agreement, dated July 1, 2014 ("Agreement"), and Promissory Note, dated July 1, 2014 ("Note"), as the Agreement and Note have been amended, modified, extended, renewed, restated, or supplemented. Bank and Borrowers desire to enter into this Addendum No. 5 ("Addendum") to modify the Agreement and Note, as described herein.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Borrowers agree as follows:

1. **Definitions.** Unless otherwise defined in this Addendum, the capitalized words and phrases used herein shall have the meanings as described in the Agreement.
2. **Modifications to Schedule I.** Schedule I to the Agreement and Schedule I to the Note are hereby amended as follows (the "Modifications"):

The Credit Limits for the following listed Borrowers are hereby modified as follows:

Name	Federal Tax ID Number	Previous Credit Limits	New Credit Limits
Tombstone Unified School District No 1	521551307	\$2,000,000.00	\$2,200,000.00

3. Schedule I-A. To incorporate the Modifications into the Agreement and Note, Schedule I to the Agreement, and Schedule I to the Note are hereby deleted in their entirety and replaced with the Schedule attached hereto as Schedule I-A. After the Effective Date, all references in the Agreement and Note to Schedule I shall mean and refer to Schedule I-A, attached hereto.

4. [Intentionally Deleted From Form Addendum.]

5. Commitment Amount Cap/Principal Amount of Note. The Commitment Amount Cap and the Principal Amount of the Note are hereby modified to be in the amount of Fifteen Million and NO/100 Dollars (\$ 15,000,000.00) ("Revised Amount"). After the Effective Date, all references in the Agreement to the Commitment Amount Cap and in the Note to the Principal Amount shall mean and refer to the Revised Amount.

6. Full Force and Effect. Except as modified in this Addendum, the terms and conditions of the Loan Documents remain unchanged and in full force and effect.

7. Representations and Warranties. Each Borrower hereby represents and warrants to Bank that the representations and warranties in Section 4 of the Agreement are correct and complete as of the Effective Date with respect to such Borrower, except as Borrower shall have otherwise notified Bank in writing prior to the Effective Date.

8. Governing Law. This Addendum shall be deemed to be a contract made under the laws of the State of Arizona for all purposes and shall be construed in accordance with the laws of said State, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, Bank and Borrowers have caused this Addendum to be executed and delivered as of the Effective Date.

COCHISE COUNTY TREASURER,
As Agent for the Districts Listed on Schedule I hereto

By: 

Name: Catherine L. Traywick
Cochise County Treasurer

JPMORGAN CHASE BANK, N.A.

By: 
Name: Bradley Schroeder
Title: Authorized Officer

Addendum No. 5

SCHEDULE I-A
FEDERAL TAX ID NUMBERS AND CREDIT LINE LIMITS

Name School Districts	District Number	Federal TIN	Credit Limits
Ft. Huachuca Accommodation School District	0	860897286	200,000
Tombstone Unified School District	1	521551307	2,200,000
Bisbee Unified School District	2	860398788	30,000
Benson Unified School District	9	860616733	2,000,000
Elfrida Elementary School District	12	521614065	75,000
Willcox Unified School District	13	860897512	2,850,000
Bowie Unified School District	14	860718904	200,000
San Simon Unified School District	18	860484871	300,000
St. David Unified School District	21	860660514	750,000
Pearce Elementary School District	22	860309714	100,000
Valley Union High School District	22	942948717	100,000
Naco Elementary School District	23	860720043	750,000
Cochise Elementary School District	26	860938105	300,000
Douglas Unified School District	27	860718412	5,000,000
Apache Elementary School District	42	271476195	20,000
Double Adobe Elementary School District	45	860717507	20,000
Palominas Elementary School District	49	521688002	1,500,000
Ash Creek Elementary School District	53	953535579	200,000
McNeal Elementary School District	55	860717230	45,000
Pomerene Elementary School District	64	860719557	30,000
Sierra Vista Unified School District	68	860405367	2,000,000
Cochise County Flood Control District		866000798	75,000
Cochise County Library District		866000798	200,000
Cochise Technology District		800462523	15,000
Naco Light District		866000798	3,000
Naco Sanitary District		866097008	25,000
Northern Cochise Hospital District		860208451	75,000
Pirtleville Light District		866000798	3,000
San Pedro Valley Hospital District		866007695	75,000
St. David Irrigation District		860266990	5,000

Fire Districts			
Babocomari Fire District		866000798	2,000
Bowie Fire District		860589510	20,000
Elfrida Fire District		860369554	25,000
Fry Fire District		860287955	900,000
Mescal J6 Fire District		264265019	25,000
Naco Fire District		860828046	10,000
Palominas Fire District		521559852	100,000
PBW Fire District		866000798	4,000
Pirtleville Fire District		866000798	10,000
Pomerene Fire District		866000798	4,000
San Jose Fire District		860450091	10,000
San Simon Fire District		860633660	30,000
St. David Fire District		860706623	15,000
Sunnyside Fire District		860353739	25,000
Sunsites-Pearce Fire District		860372114	150,000
Whetstone Fire District		860496657	200,000
			\$ 20,676,000

Court Administration

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Law Day Proclamation

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Eric Silverberg **TITLE of PRESENTER:** Court Administrator

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve a proclamation to proclaim May 1, 2015 as Law Day in Cochise County.

Background:

National Observance 1st celebrated in 1960. It does not appear this has gone in front of the Board in the past.

Department's Next Steps (if approved):

Submit the presidential proclamation to BOS for reading during the Law Day event.

Impact of NOT Approving/Alternatives:

None

To BOS Staff: Document Disposition/Follow-Up:

If approved, please send the signed copy to Eric Silverberg.

Attachments

Proclamation



Cochise County Board of Supervisors

Public Programs. . . Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

MICHAEL J. ORTEGA
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

JAMES E. VLAHOVICH
Deputy County Administrator

RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

Law Day
May 1, 2015

WHEREAS Law Day is an occasion of public acknowledgement of our Nation's and Arizona's heritage of justice, liberty and equality under the law;

WHEREAS Law Day has been annually proclaimed by the President of the United States since Dwight D. Eisenhower proclaimed the first Law Day on May 1, 1958;

WHEREAS the year 2015 marks the 800th anniversary of a milestone in legal history, the sealing of Magna Carta at Runnymede, England, in 1215;

WHEREAS the Founders of our Nation drew upon the principles of Magna Carta in drafting our cherished documents of liberty, including the Declaration of Independence, United States Constitution, and the Bill of Rights;

WHEREAS Magna Carta has become one of the world's most enduring symbols of liberty under law;

WHEREAS promoting public understanding the roots of our freedom are an important component in the civic education of the citizens of the United States and of the County of Cochise; and

WHEREAS the American Bar Association has identified the 2015 Law Day theme as "Magna Carta: Symbol of Freedom Under Law";

WHEREAS Law Day, MAY 1, 2015, is commemorated in Cochise County this year at the Bisbee High School;

NOW THEREFORE, we as the Cochise County Board of Supervisor's declare May 1, 2015, to be Law Day in Cochise County this 1st day of May in the year 2015.

APPROVED AND ADOPTED this 28th day of April 2015.

Patrick G. Call, Chairman

Ann English, Vice-Chairman

Richard R. Searle, Supervisor

Regular Board of Supervisors Meeting

Elections and Special Districts

Meeting Date:	04/28/2015		
Approve Appointment of Republican and Democratic Precinct Committeemen			
Submitted By:	Martha Rodriguez, Elections & Special Districts		
Department:	Elections & Special Districts		
Presentation:	No A/V Presentation	Recommendation:	Approve
Document Signatures:	BOS Signature NOT Required	# of ORIGINALS Submitted for Signature:	0
NAME of PRESENTER:	N/A	TITLE of PRESENTER:	N/A
Docket Number (If applicable):	N/A		
Mandated Function?:	Federal or State Mandate	Source of Mandate or Basis for Support?:	A.R.S 16-821

Information

Agenda Item Text:

Approve the appointment of the following persons as Precinct Committeeman for the Republican and Democratic Parties of Cochise County upon the recommendation of the Party Chairs: Republican: Precinct #27 SV Buffalo Soldier: Timothy Charles Cholfin; Precinct #43 SV Yaqui: Kathleen Sue Mitchell; Precinct #44 Tombstone: Mary Ella Cowan. Democratic: Precinct #06 BI Warren: David W. Penrose; Precinct #10 DO Carlson: Diane R. Campas and David E. Campas; Precinct #35 SV Moson: Skyler P. Osborne and Richard Osborne; Precinct #39 SV Soldier Creek: Grace N. Eberly, Gael J. Smejkal, and Chase M. Smejkal; Precinct #43 SV Yaqui: Rebecca A. Lund.

Background:

Requested by Cochise County Republican and Democratic Party Chairs and verified as eligible by Cochise County Elections Department (see attached forms)

Department's Next Steps (if approved):

Create file for each Precinct Committeeman approved and update list; send copy to Republican and Democratic Party Chairs .

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

BOS to send letters to those approved, with copies to Elections and to Cochise County Republican and Democratic Party Chairs.

Attachments

[RepVerificationForms](#)

[DemVerificationForms](#)



**Cochise County Republican Committee
Post Office Box 615
Sierra Vista, AZ 85636-0615**

March 31, 2015

Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603

*4-7-15
verified
mdr*

Supervisors,

I recommend the following individuals be appointed as Cochise County Republican Committeemen:

~~Rachel D. Gray
4801 Loma Loop
Sierra Vista, AZ 85635~~

NO

? NOT AT THIS ADDRESS

~~Precinct 38 SV Snyder~~

Kathleen Sue Mitchell
1889 E. Choctaw Drive
Sierra Vista, AZ 85650

Precinct 43 SV Yaqui

Timothy Charles Cholfin
2922 Ridge Crest Street
Sierra Vista, AZ 85650

Precinct 27 SV Buffalo Soldier

Regards,

Casey Jones
Chairman, Cochise County Republican Committee
520-249-3487
luego@mac.com

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
APR - 3 10 15

Rodriquez, Martha L

From: Arthur M JONES [luego@mac.com]
Sent: Tuesday, April 07, 2015 4:30 PM
To: Rodriquez, Martha L
Subject: Re: Recommend PC

Martha,

Of course, you're right; 3813 Antequiera Drive is correct. My bad!

Could you add Mary Ella Cowan, PO Box 6, Tombstone, AZ 85638, 44 Tombstone, to the list. Or do you need a separate letter from me?

Thanks and

Regards,

Casey Jones

520-249-3487

On Apr 7, 2015, at 9:42 AM, Rodriquez, Martha L <MRodriquez@cochise.az.gov> wrote:

Casey,

You have recommended Rachel D. Gray: address you gave does not match voter registration. See below, let me know what you want me to do? Have a great day!

4801 Loma Loop
Sierra Vista, AZ 85635
Precinct: 38 SV Snyder

<image001.png>

Martha L. Rodriquez
Elections Program Coordinator
Cochise County Elections/Special Districts
1415 Melody Lane Bldg. A
Bisbee, AZ 85603
520-432-8972
Fax: 520-432-8995
mrodriquez@cochise.az.gov

Cochise County ~ "Our programs are public, our service is personal"



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: TIMOTHY CHARLES CHOLFIN

ADDRESS: 2922 RIDGE CREST STREET

SIERRA VISTA AZ 85650

PARTY: REP

PRECINCT: #27 SV BUFFALO SOLDIER

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 10

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 5

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 7, 2015

BY: Martha L. Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: KATHLEEN SUE MITCHELL

ADDRESS: 1889 E. CHOCTAW DRIVE

SIERRA VISTA AZ 85650

PARTY: REP

PRECINCT: # 43 SV YAQUI

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 10

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : 4

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 7, 2015

BY: Martha L. Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: MARY ELLA COWAN

ADDRESS: 2621 E. DEER RUN P.O. BOX 6

TOMBSTONE AZ 85638

PARTY: REP

PRECINCT: #44 Tombstone

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 6

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 7, 2015

BY: Martha J. Rodriguez

*See attached e-mail from Casey Jones
Republican Chair.*

4-14-15
Verified
mtr.



Cochise County

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ 85636

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

RECEIVED APR - 8 2015

Voter ID 0200059301

Last Name Penrose First Name David MI W

Voting Address 411 Bisbee Rd. ~~W~~

City Bisbee Zip 85603

Mailing Address PO Box 4352

City Bisbee Zip 85603-4352

Phone(s) _____

Email _____

Precinct No. _____ Precinct Name _____

Congressional District 2 Legislative District 14 Supervisor District 2 (English)

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

Please REMOVE the following person as a Precinct Committee person for the following reason: _____

Signature, Chairwoman

2/20/2015
Date

<p>CCDC Use Only</p> <p>Checked: <u>[Signature]</u> ✓</p> <p>Democratic Registration _____ ✓</p> <p>Voting Address _____ ✓</p>	<p>Election Department Use Only</p> <p>Board Meeting Date: _____</p> <p>Initials: _____</p> <p>Entered on System: _____</p>
---	--

new



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: DAVID W. PENROSE

ADDRESS: 411 BISBEE ROAD P.O. BOX 4352

BISBEE AZ 85603

PARTY: DEM

PRECINCT: #06 BI WARREN

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 6

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2015

BY: Martha G. Rodriguez



Cochise County

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ

APPOINTMENT, REMOVAL, AND/OR RESIGNATION FORM FOR PRECINCT COMMITTEE PERSONS

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

RECEIVED APR - 8 2015

Voter ID 0200054660

Last Name Campas First Name Diane MI R

Voting Address 2800 Barcelona Dr.

City Douglas Zip 85607

Mailing Address SAME

City _____ Zip _____

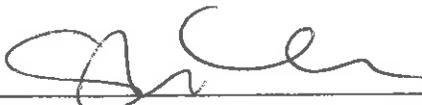
Phone(s) (520) 364-4584 Email _____

Precinct No. _____ Precinct Name DD Carlson

Congressional District 2 Legislative District 14 Supervisor District 2

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

_____ Please REMOVE the following person as a Precinct Committeeperson for the following Reason:

Signature, Chairwoman 

Date 4/4/15

<p>CCDC Use Only</p> <p>Checked: </p> <p>Democratic Registration <input checked="" type="checkbox"/></p> <p>Voting Address <input checked="" type="checkbox"/></p>	<p>Election Department Use Only</p> <p>Board Meeting Date: _____</p> <p>Initials: _____</p> <p>Entered on System: _____</p>
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PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: DIANE R. CAMPAS

ADDRESS: 2800 BARCELONA DR.

DOUGLAS AZ 85607

PARTY: DEM.

PRECINCT: #10 DO CARLSON

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 8

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: Ø

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2015

BY: Martha S. Rodriguez



Cochise County

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ

APPOINTMENT, REMOVAL, AND/OR RESIGNATION FORM FOR PRECINCT COMMITTEE PERSONS

RECEIVED APR - 8 2015

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

Voter ID 0200063489

Last Name Campas First Name David MI E

Voting Address 2800 Barcelona Dr.

City Douglas Zip 85607

Mailing Address SAME

City _____ Zip _____

Phone(s) (520) 364-4584 Email _____

Precinct No. _____ Precinct Name DO Carlson

Congressional District 2 Legislative District 14 Supervisor District 2

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

_____ Please REMOVE the following person as a Precinct Committeeperson for the following Reason:

[Signature]
Signature, Chairwoman

4/4/15
Date

CCDC Use Only	Election Department Use Only
Checked: <u>[Signature]</u>	Board Meeting Date: _____
Democratic Registration <input checked="" type="checkbox"/>	Initials: _____
Voting Address <input checked="" type="checkbox"/>	Entered on System: _____



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: DAVID E. CAMPAS

ADDRESS: 2800 BARCELONA DR.

DOUGLAS AZ 85607

PARTY: DEM.

PRECINCT: #10 DO CARLSON

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 8

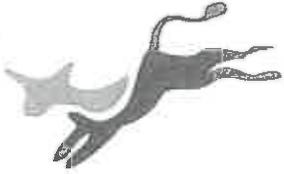
NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2015

BY: Martha S. Rodriguez



Cochise County

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ

APPOINTMENT, REMOVAL, AND/OR RESIGNATION FORM FOR PRECINCT COMMITTEE PERSONS

RECEIVED APR - 8 2015

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

Voter ID 0200074907

Last Name Osborne First Name Skylar MI P

Voting Address 4966 S. Arabian Dr.

City Sierra Vista Zip 85650

Mailing Address SAME

City _____ Zip _____

Phone(s) _____ Email _____

Precinct No. _____ Precinct Name SU Moson

Congressional District 2 Legislative District 14 Supervisor District 2

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

_____ Please REMOVE the following person as a Precinct Committeeperson for the following Reason:

Sharon Thomas Signature, Chairwoman Date 4/4/15

CCDC Use Only	Election Department Use Only
Checked: <u>[Signature]</u> Democratic Registration <input checked="" type="checkbox"/> Voting Address <input checked="" type="checkbox"/>	Board Meeting Date: _____ Initials: _____ Entered on System: _____



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: SKYLER P. OSBORN

ADDRESS: 4966 S. ARABIAN DR.

SIERRA VISTA AZ 85650

PARTY: DEM.

PRECINCT: #35 SV MOSON

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 3

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2015

BY: Martha L. Rodriguez



Cochise County

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ

APPOINTMENT, REMOVAL, AND/OR RESIGNATION FORM FOR PRECINCT COMMITTEE PERSONS

RECEIVED APR - 8 2015

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

Voter ID 0200066124

Last Name Osborne First Name Richard MI _____

Voting Address 4966 S Arabian Dr.

City Sierra Vista Zip 85650

Mailing Address SAME

City _____ Zip _____

Phone(s) _____ Email _____

Precinct No. _____ Precinct Name SU Moson

Congressional District 2 Legislative District 14 Supervisor District 2

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

_____ Please REMOVE the following person as a Precinct Committeeperson for the following Reason:

Signature, Chairwoman

4/4/15
Date

<p>CCDC Use Only</p> <p>Checked: </p> <p>Democratic Registration <u> </u></p> <p>Voting Address <u> </u></p>	<p>Election Department Use Only</p> <p>Board Meeting Date: _____</p> <p>Initials: _____</p> <p>Entered on System: _____</p>
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PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: RICHARD OSBORNE

ADDRESS: 4966 S. ARABIAN DR.

SIERRA VISTA AZ 85650

PARTY: DEM

PRECINCT: #35 SV MOSON

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 3

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2015

BY: Martha Rodriguez



*Cochise
County*

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ 85636

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

RECEIVED APR - 8 2015

Voter ID _____

Last Name EBERLY First Name GRACE MI N

Voting Address 217 WHITTON ST

City SIERRA VISTA Zip 85635

Mailing Address SAME

City _____ Zip _____

Phone(s) 520 226 7983

Email _____

Precinct No. 39 Precinct Name SOLDIER CREEK

Congressional District 2 Legislative District 14 Supervisor District 3

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

_____ Please REMOVE the following person as a Precinct Committee person for the following reason: _____

[Signature] _____
Signature, Chairwoman Date 4/4/15

<p>CCDC Use Only</p> <p>Checked: <u>[Signature]</u></p> <p>Democratic Registration <input checked="" type="checkbox"/></p> <p>Voting Address <input checked="" type="checkbox"/></p>	<p>Election Department Use Only</p> <p>Board Meeting Date: _____</p> <p>Initials: _____</p> <p>Entered on System: _____</p>
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PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: GRACE N. EBERLY

ADDRESS: 217 WHITTON ST

SIERRA VISTA AZ 85635

PARTY: DEM

PRECINCT: #39 SV SOLDIER CREEK

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 6

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2015

BY: Martha L. Rodriguez



*Cochise
County*

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ

APPOINTMENT, REMOVAL, AND/OR RESIGNATION FORM FOR PRECINCT COMMITTEE PERSONS

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

RECEIVED APR - 8 2015

Voter ID _____

Last Name SMEJKAL First Name GAEL MI J

Voting Address 217 WHITTON ST

City SIERRA VISTA Zip 85635

Mailing Address SAME

City _____ Zip _____

Phone(s) 520.226.7983 Email _____

Precinct No. 39 Precinct Name SOLDIER CREEK

Congressional District 2 Legislative District 14 Supervisor District 3

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

_____ Please REMOVE the following person as a Precinct Committeeperson for the following Reason:

Signature, Chairwoman [Signature] Date 4/4/15

CCDC Use Only	Election Department Use Only
Checked: <u>[Signature]</u>	Board Meeting Date: _____
Democratic Registration <u>✓</u>	Initials: _____
Voting Address <u>✓</u>	Entered on System: _____



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: GAEL J. SMEJKAL

ADDRESS: 217 WHITTON ST

SIERRA VISTA AZ 85635

PARTY: DEM

PRECINCT: #39 SV SOLDIER CREEK

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 6

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2019

BY: Martha L. Rodriguez



Cochise County

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ 85636

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

RECEIVED APR - 8 2015

Voter ID _____

Last Name SMEJKAL First Name CHASE MI M

Voting Address 217 WHITTON ST

City SIERRA VISTA Zip 85635

Mailing Address SAME

City _____ Zip _____

Phone(s) 520 226 7983

Email _____

Precinct No. 39 Precinct Name SOLDIER CREEK

Congressional District 2 Legislative District 14 Supervisor District 3

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

_____ Please REMOVE the following person as a Precinct Committeeperson for the following reason: _____

[Signature] _____
Signature, Chairwoman Date 4/4/15

<p>CCDC Use Only</p> <p>Checked: <u>[Signature]</u></p> <p>Democratic Registration <input checked="" type="checkbox"/></p> <p>Voting Address <input checked="" type="checkbox"/></p>	<p>Election Department Use Only</p> <p>Board Meeting Date: _____</p> <p>Initials: _____</p> <p>Entered on System: _____</p>
---	--



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: CHASE M. SMEJKAL

ADDRESS: 217 WHITTON ST.

SIERRA VISTA AZ 85635

PARTY: DEM

PRECINCT: #39 SV SOLDIER CREEK

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 6

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2015

BY: Martha P. Rodriguez

#43



RECEIVED

APR 8 2015

Cochise County

DEMOCRATS

Cochise County Democratic Committee
1234 East Fry Blvd. Sierra Vista, AZ

Sharon Thomas, Chair
520.458.9467

cochisecodems@gmail.com
PO Box 3233 Sierra Vista, AZ

APPOINTMENT, REMOVAL, AND/OR RESIGNATION FORM FOR PRECINCT COMMITTEE PERSONS

To: Cochise County Elections Department
1415 Melody Lane, Building A
Bisbee, AZ 85603

Voter ID 0200076809

Last Name Lund First Name Rebecca MI A

Voting Address 3426 E Navaho St.

City Sierra Vista Zip 85650

Mailing Address SAME

City _____ Zip _____

Phone(s) 520-456-4433 Email _____

Precinct No. _____ Precinct Name SU Yaqui

Congressional District 2 Legislative District 14 Supervisor District 1

Please CERTIFY the following person as a DEMOCRAT Precinct Committee person to be appointed to fill a vacancy.

_____ Please REMOVE the following person as a Precinct Committeeperson for the following Reason:

Signature, Chairwoman

4/4/15
Date

CCDC Use Only	Election Department Use Only
Checked:	Board Meeting Date: _____
Democratic Registration <input checked="" type="checkbox"/>	Initials: _____
Voting Address <input checked="" type="checkbox"/>	Entered on System: _____



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: REBECCA ANN LUND

ADDRESS: 3426 E. NAVAHO ST.

SIERRA VISTA AZ 85650

PARTY: DEM

PRECINCT: #43 SV YAQWI

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 2

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: APRIL 14, 2015

BY: Martha P. Rodriguez

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

**# of ORIGINALS
Submitted for Signature:**

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015
ADHS14-071556, Amendment 1 STD Services
Submitted By: Jennifer Steiger, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: n/a
Source of Mandate or Basis for Support?: ADHS

NAME of PRESENTER: n/a
Mandated Function?: Not Mandated

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Amendment 1 to Intergovernmental Agreement (IGA) # ADHS14-071556, STD Services, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$15,405 for the period of January 1, 2015 through December 31, 2015.

Background:

Cochise Health & Social Services (CHSS) has received funds from the ADHS for many years to provide screening, laboratory testing, treatment, and follow-up for sexually transmitted diseases (STDs) primarily Gonorrhea, Chlamydia, and Syphilis. Through this contract CHSS is funded to ensure availability of STD care, treatment and services to our community. These grant funds primarily subsidize the cost for the laboratory testing and treatment regimens for STDs. General Funded nursing staff provides these services based on a sliding fee schedule. The Nursing Division will continue to use ingenuity and fees collected in the provision of care as sources of funding to avoid an impact on the General Fund budget in order to continue providing these services. The CHSS Director will inform the Board, in advance, of the time when these fees are no longer adequate or the impact on General Funds becomes unworkable. This amendment is increasing funding for our program for a second year from \$12,298 to \$15,405. The amendment makes revisions to the Purchase Order Item 6.1. Specifically, Price Sheet Lines 1.1, 1.2 and 1.3 are all increased, these include changes to funding levels of personnel services and employee related expenses, travel expenses, and other operating expenses.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment would increase impact on General Funds, may cause the inability of CHSS to collect reimbursement for STD testing services from the ADHS; and could cause cessation of this important public health service to the community.

To BOS Staff: Document Disposition/Follow-Up:

BOS signature required. A fully executed original will be sent to the Clerk of the BOS for filing purposes.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 15,405.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1: 237

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$): 2,617

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 2,617

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, cost reimbursement program from the Arizona Department of Health Services in the amount of \$15,405. Based on a twelve-month January - December funding cycle the aggregate grant amount is \$15,405 in FY 14/15. The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle and reflect current staffing levels): Grant Total \$15,405 Budgeted Salaries/EREs \$6,619 A-87 OH @ 39.54% \$2,617 Authorized OH \$0 Net County Subsidy \$2,617

Attachments

STD Svcs IGA Amend 1 4-15

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? Yes No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Second Grantor: N/A

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature: J. STEIGER

Board Approval: _____ Date _____

Please e-mail completed form to Finance cschneider@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number: HLT-

Recommendation:

Approve Amendment 1 to IGA# ADHS14-071556, STD Services, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$15,405 for the period of 1/1/15 – 12/31/15.

Background (Brief):

Cochise Health & Social Services (CHSS) has received funds from the ADHS for many years to provide screening, laboratory testing, treatment, and follow-up for sexually transmitted diseases (STDs) primarily Gonorrhea, Chlamydia, and Syphilis. Through this contract CHSS is funded to ensure availability of STD care, treatment and services to our community.

These grant funds primarily subsidize the cost for the laboratory testing and treatment regimens for STDs. General Funded nursing staff provides these services based on a sliding fee schedule. The Nursing Division will continue to use ingenuity and fees collected in the provision of care as sources of funding to avoid an impact on the General Fund budget in order to continue providing these services. The CHSS Director will inform the Board, in advance, of the time when these fees are no longer adequate or the impact on General Funds becomes unsupportable.

This amendment is increasing funding for our program for a second year from \$12,298 to 15,405. The amendment makes revisions to the Purchase Order Item 6.1. Specifically, Price Sheet Lines 1.1, 1.2 and 1.3 are all increased, these include changes to funding levels of personnel services and employee related expenses; travel expenses, and other operating expenses.

Fiscal Impact & Funding Sources:

This is a grant-funded, cost reimbursement program from the Arizona Department of Health Services in the amount of \$15,405. Based on a twelve-month January - December funding cycle the aggregate grant amount is \$15,405 in FY 14/15.

The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle and reflect current staffing levels):

Grant Total	\$15,405
Budgeted Salaries/EREs	\$6,619
A-87 OH @ 39.54%	\$2,617
Authorized OH	\$0
Net County Subsidy	<u>\$2,617</u>

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this amendment would increase impact on General Funds, may cause the inability of CHSS to collect reimbursement for STD testing services from the ADHS; and could cause cessation of this important public health service to the community.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No.: **ADHS14-071556**

Amendment No.: 1

(STD) SEXUALLY TRANSMITTED DISEASE SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to, Terms and Conditions, Provision Six (6), **Contract Changes**, Item 6.1, Amendments, Purchase Orders and Change Orders, the Price Sheet is hereby replaced with the revised Price Sheet in this Amendment one (1). The total revised Price Sheet increased from \$12,298.00 to \$15,405.00 due to the following line item changes:
 - 1.1 Personnel Services and Employee Related Expenses increased by \$258.00, from \$6,619.00 to \$6,877.00 due to increase in personnel costs.
 - 1.2 Travel increased by \$1,598.00, from \$2,079.00 to \$3,677.00, due to an increased need to facilitate care intervention and partner elicitation.
 - 1.3 Other Operating Expense increased by \$1,250.00, from \$3,600.00 to \$4,850.00, to allow for the purchase literature for training providers.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Contractor Name:

Authorized Signature

COCHISE HEALTH AND SOCIAL SERVICES

1415 WEST MELODY LANE, BUILDING A

Address:

Print Name

BISBEE

ARIZONA

85603

City

State

Zip

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

[Handwritten Signature]

3/26/15

Signature

Date

State of Arizona

Signed this _____ day of _____ 2015.

ELIA OLSON, DEPUTY COUNTY ATTORNEY

Print Name

Title

Procurement Officer

Attorney General Contract No.: **P0012014000078**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Signature

Date

Assistant Attorney General

Print Name

Title



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No.: **ADHS14-071556**

Amendment No.: **1**

Procurement Officer:
Delilah Gonzalez

1.4 Capital Outlay Expense increased to \$1.00.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No.: ADHS14-071556

Amendment No.: 1

Procurement Officer:
Delilah Gonzalez

REVISED PRICE SHEET

Effective THROUGH December 31, 2015

COST REIMBURSEMENT LINE ITEMS	BUDGETED AMOUNT
Personnel Services and Employee Related Expenses (ERE)	\$6,877.00
Professional & Outside Services	\$0.00
Professional & Outside Services: Temporary Data Entry Staff @ \$13.97 per hour	\$0.00
Travel	\$3,677.00
Occupancy Expense	\$0.00
Other Operating	\$4,850.00
Capital Outlay Expenses	\$1.00
Other	
TOTAL	\$15,405.00

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015
 Renewal IGA #YH15-0006-04, AHCCCS Inmate Inpatient Medical Care
Submitted By: Jennifer Steiger, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: n/a
Source of Mandate or Basis for Support?: AHCCCS

NAME of PRESENTER: n/a

Mandated Function?: Not Mandated

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve renewal of Intergovernmental Agreement (IGA) #YH15-0006-04, between Cochise County and AHCCCS for detention inmate inpatient medical care, extending the contract for the period of January 1, 2015 through December 31, 2015.

Background:

This contract replaces the former IGA #YH07-0007-04 (as amended) that was originally executed in January 2007. A dozen Arizona Counties maintain such a contract with AHCCCS. In January 2007, Cochise County entered into an IGA with AHCCCS to enable the county to tap AHCCCS funds for jail inmates who are (i) AHCCCS-eligible and (ii) require inpatient medical treatment. There are two changes in this amendment, as follows: 1. Extend contract to 12/31/15. 2. A reduction in the annual administrative fee from \$4,414 to \$1,400 based on lower projected patient volumes.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this IGA renewal could materially boost detainee medical expenses paid by the county general fund.

To BOS Staff: Document Disposition/Follow-Up:

BOS Signature required. Two originals sent to BOS for signature on 4/15/15. A fully executed original sent to Clerk of the Board for filing purposes.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: CHSS

Fiscal Impact & Funding Sources (if known):

This IGA has been an unqualified success at reducing county expenses because it enables the county to tap federal Medicaid funds for approximately two-thirds of eligible inpatient medical bills. Since the inception of the contract, the county has saved a total of \$45,000 net of administrative costs. Even though savings to the county are contingent mostly on the volume of eligible inpatient medical visits (relatively infrequent occurrences), the potential large dollar impact of even one such event makes extension of this IGA crucial. The administrative burden of this program is modest and is ably managed by existing finance and jail medical staff.

Attachments

AHCCCS Inpatient Care Renewal 4-15

Executive Summary Form

Agenda Number: HLT

Recommendation:

Approve renewal IGA #YH15-0006-04, between Cochise County and AHCCCS for detention inmate inpatient medical care, extending the contract for the period of 1/1/15 – 12/31/15.

Background:

This contract replaces the former IGA #YH07-0007-04 (as amended) that was originally executed in January 2007. A dozen Arizona Counties maintain such a contract with AHCCCS.

In January 2007, Cochise County entered into an IGA with AHCCCS to enable the county to tap AHCCCS funds for jail inmates who are (i) AHCCCS-eligible and (ii) require inpatient medical treatment. There are two changes in this amendment, as follows:

1. Extend contract to 12/31/15.
2. A reduction in the annual administrative fee from \$4,414 to \$1,400 based on lower projected patient volumes..

Fiscal Impact & Funding Sources:

This IGA has been an unqualified success at reducing county expenses because it enables the county to tap federal Medicaid funds for approximately two-thirds of eligible inpatient medical bills. Since the inception of the contract, the county has saved a total of \$45,000 net of administrative costs. Even though savings to the county are contingent mostly on the volume of eligible inpatient medical visits (relatively infrequent occurrences), the potential large dollar impact of even one such event makes extension of this IGA crucial. The administrative burden of this program is modest and is ably managed by existing finance and jail medical staff.

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this IGA renewal could materially boost detainee medical expenses paid by the county general fund.

March 18, 2015

Ray Falkenberg
Administrative Services Manager / Public Information Officer
Cochise Health and Social Services
1415 Melody Lane, Building A
Bisbee, AZ 85603

RE: Intergovernmental Agreement for AHCCCS Inmate Hospitalization
Contract YH15-0006-04

Dear Mr. Falkenberg:

Enclosed are three (3) signed originals of IGA #YH15-0006-04 between AHCCCS and Cochise County regarding Inmate Hospitalization. This IGA updates language and rates from the prior agreement (#YH07-0007-04) and is effective January 1, 2015 upon execution by both parties.

Please have the agreement signed and return one executed original to:

Mark Held, Sr. Procurement Specialist
AHCCCS
701 E. Jefferson Street, MD 5700
Phoenix, AZ 85034

If you have any questions regarding this agreement, please contact me at (602) 417-4094 or via e-mail at Mark.Held@azahcccs.gov.

Thank you for your cooperation.

Sincerely,



Mark Held
Sr. Procurement Specialist

Enclosure

Cc: Contract file

**INTERGOVERNMENTAL AGREEMENT
FOR AHCCCS INMATE HOSPITALIZATION**

YH15-0006-04

This Intergovernmental Agreement (“Agreement”) is entered into by and between **Cochise County**, a political subdivision of the State of Arizona (“**COUNTY**”), and the **Arizona Health Care Cost Containment System (“AHCCCS”)**, and shall be effective upon execution by both parties and terminated pursuant to the terms set forth in this agreement.

RECITALS

WHEREAS, AHCCCS is duly authorized to execute and administer Agreements under A.R.S. §§ 36-2903 *et seq.*, 36-2932 *et seq.* and 11-952; and

WHEREAS, the COUNTY is duly authorized to enter into this Agreement under A.R.S. § 11-952; and

WHEREAS, the COUNTY and AHCCCS are authorized by A.R.S. § 11-951 *et seq.* to enter into Intergovernmental Agreements for cooperative action pertaining to reimbursement or advancements of funds for services performed; and

WHEREAS, the COUNTY and AHCCCS wish to enter into this Agreement in order to establish procedures to permit AHCCCS to pay for Medical services that qualify for Federal Financial Participation (FFP) provided to Inmates of the County jail detention facilities or other penal facilities.

NOW, THEREFORE, the COUNTY and AHCCCS (collectively, the “Parties”), pursuant to the above and in consideration of the matters hereinafter set forth, do mutually agree as follows:

.....

TERMS AND CONDITIONS

1. **DEFINITIONS** Unless otherwise defined in this Agreement, all terms shall have the same meaning as set forth in Title 36 of the Arizona Revised Statutes.
 - 1.1. **AAC:** Arizona Administrative Code
 - 1.2. **ADES:** Arizona Department of Economic Security
 - 1.3. **AGREEMENT:** This document, together with any and all attachments, appendices, exhibits, schedules and future amendments as agreed to by the Parties.
 - 1.4. **AHCCCS:** Arizona Healthcare Cost Containment System
 - 1.5. **AHCCCS PROVIDER MANUAL:** The Fee-for-Service Provider Manual promulgated by AHCCCS. The AHCCCS Provider Manual is available online at:
<http://www.azahcccs.gov/commercial/ProviderBilling/manuals/FFSProviderManual.aspx>
 - 1.6. **APPLICANT:** A person who submits, or whose authorized representative submits a written, completed, signed, and dated eligibility application for AHCCCS benefits.
 - 1.7. **ARS:** Arizona revised Statutes
 - 1.8. **CFR:** United States Code of Federal regulations, the official compilation of Federal rules and requirements.
 - 1.9. **CLEAN CLAIM:** Clean claim means one that can be processed without obtaining additional information from the provider of the service.
 - 1.10. **CORRECTIONAL HEALTH ELIGIBILITY COORDINATOR:** A person designated by the County to coordinate and initiate the eligibility process for hospitalized inmates.
 - 1.11. **CMS:** Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.
 - 1.12. **CMS-37:** A report providing the State estimate of the quarterly award from the Federal government.
 - 1.13. **DAY:** A calendar day, unless specified otherwise.
 - 1.14. **DOCUMENTATION:** Copies of evidence that support an Applicant's eligibility determination. Documentation includes, but is not limited to, any of the following: birth certificates, death certificates, court orders, insurance policies, pay stubs, award letters, medical bills, expenses, letters and responses from collateral sources, Applicant's authorization to share the eligibility information and the COUNTY's or AHCCCS' entries in case records.

- 1.15. **EMERGENCY MEDICAL SERVICES:** Services provided to treat a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain that the absence of immediate medical attention could reasonably be expected to result in any of the following:
- 1.15.1. labor and delivery;
 - 1.15.2. placing the patient's health in serious jeopardy
 - 1.15.3. serious impairment to bodily functions; or
 - 1.15.4. serious dysfunction of any bodily organ or part.
- 1.16. **EXPARTE INMATE ELIGIBILITY DETERMINATION:** A determination of Inmate eligibility made by AHCCCS after the person is released from a jail, detention facility or other penal facility and is no longer an Inmate at the time of the eligibility determination.
- 1.17. **FEDERAL EMERGENCY SERVICES PROGRAM (FESP):** A Federal emergency services program covered under AAC R9-22-217, to treat an emergency medical condition for an Applicant who is determined eligible under A.R.S § 36-2903.03(D).
- 1.18. **FFP:** Federal Financial Participation refers to the Federal matching rate that the Federal government makes to the Title XIX program portion of AHCCCS, which are the monies that AHCCCS can claim from CMS for the Federal share of AHCCCS Program service and administration costs.
- 1.19. **IBNR:** Incurred But Not Reported claims refers to claims with dates of service within the effective dates of this Agreement but which have not been invoiced or recorded in the AHCCCS claims system.
- 1.20. **IMD:** Institution for Mental Disease as defined in 42 CFR 435.1010.
- 1.21. **INMATE:** A person, either adult or juvenile, who is living in a County jail, detention facility, or other penal facility, or in a Medical Institution where but for an illness or an injury, the person would be living in a County jail or detention facility or other penal facility, and who may be eligible for FFP payment as determined by AHCCCS.
- 1.22. **INPATIENT:** As it relates to an inmate, is a patient who has been admitted to a Medical Institution as an inpatient as defined in 42 CFR 435.1010. An Inpatient is a patient who has been admitted to a Medical Institution as an inpatient in a non-secure ward on recommendation of a physician or dentist and who:
- 1.22.1. Receives room, board and professional services in the institution for a 24 hour period or longer; or
 - 1.22.2. Is expected by the institution to receive room, board and professional services in the institution for a twenty-four (24) hour period or longer even though it later develops that the patient dies, is discharged or is transferred to another facility and does not actually stay in the institution for twenty-four (24) hours.

- 1.23. **MEDICAL INSTITUTION:** Any facility, including IMDs providing FFP qualifying services, that is engaged in the delivery of health care services and is authorized to do so by the state in which those services are delivered. Medical Institution means an institution that:
- 1.23.1. Is organized to provide medical care, including medical, surgical, psychiatric, nursing and convalescent care;
 - 1.23.2. Has the necessary professional personnel, equipment, and facilities to manage the medical, nursing, and other health needs of patients on a continuing basis in accordance with accepted standards;
 - 1.23.3. Is authorized under State law to provide medical care;
 - 1.23.4. Is staffed by professional personnel who are responsible to the institution for professional medical and nursing services. The services must include adequate and continual medical care and supervision by a physician; registered nurse or licensed practical nurse supervision and services and nurses' aid services, sufficient to meet nursing care needs; and a physician's guidance on the professional aspects of operating the institution; and
 - 1.23.5. Services are rendered on a non-secure ward.
- 1.24. **MEDICAL SERVICES:** Services provided by a medical provider in the community, including Medical Institution. Medical Services includes, but is not limited to, medical, surgical, psychiatric, diagnostic, and specialty physician services.
- 1.25. **MEMBER:** An Inmate who qualifies for Title XIX coverage.
- 1.26. **PROVIDER:** Any individual or entity that is engaged in the delivery of health care services and that is authorized to do so by the state in which those services are delivered.
- 1.27. **RECIPIENT:** A person who has been determined eligible to receive AHCCCS benefits.
- 1.28. **REVIEW:** An analysis of all factors affecting a family's or person's eligibility.
- 1.29. **STATE:** The State of Arizona.
- 1.30. **STATE MATCH:** The percentage of payment for health services usually paid by the State; but under this contract paid to the State by County to qualify for FFP.
- 1.31. **SUBCONTRACT:** Any contract or agreement between the COUNTY and a third party to provide, or be accountable for providing a service.
- 1.32. **TITLE XIX:** That section of the Social Security Act that authorizes the Medicaid Program.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is for the COUNTY and AHCCCS to jointly develop, and mutually agree upon, an eligibility application and determination process that complies with both Federal and State laws, regulations, rules and appropriate CMS approval and to adjudicate and pay claims for covered services provided to Members in accordance with Federal and State laws, regulations, and rules. This Agreement is entered into pursuant to A.R.S. § 36-2903 to provide AHCCCS with the appropriate State Match in order to pay for Medical Services that qualify for FFP provided to Inmates who qualify for Title XIX while they are an inpatient in a non-secure ward of a Medical Institution. It also provides AHCCCS with the funds to pay for administrative costs associated with this Agreement.

3. TERM

3.1. This Agreement is effective January 1, 2015 upon execution by both parties and shall remain in effect for a term of one (1) year with annual automatic renewals until terminated pursuant to the terms and conditions of this Agreement.

4. SCOPE

4.1. Eligibility Requirements and Application Process:

When required to determine a non-citizen's eligibility for FFS only, the disability determination will be made by ADES, Disability Determination Services Administration (DDSA), pursuant to an agreement between AHCCCS and ADES, for an additional cost to the COUNTY as set forth in Attachment A to this Agreement.

4.2. Claims Processing And Payment:

4.2.1. AHCCCS Administration and the COUNTY will jointly develop and mutually agree to a claims processing and payment process that complies with both Federal and State laws, regulations, and rules; and is not in conflict with the provisions of this contract.

4.2.2. AHCCCS will process and pay clean claims in accordance with AHCCCS policies and procedures.

4.3. Mutual Data Exchange:

Subject to the confidentiality rules specified in AAC R9-22-512, 42 CFR Part 431, Subpart F, and 45 CFR, Parts 160 and 164, AHCCCS and COUNTY will timely provide to each other any information that may be required for program administration. Upon the request of either party, AHCCCS and the COUNTY will meet to address any issues regarding the transmission of information, identify corrective actions required, and monitor the effectiveness of the corrective actions. The COUNTY and AHCCCS will cooperate with all parties in the corrective actions. The COUNTY and AHCCCS will cooperate with all parties in the determination of an Applicant's eligibility for the Program, including supplying any needed information. AHCCCS and the COUNTY shall provide the information to each other in a timely manner.

4.4. AHCCCS Rights and Obligations:

4.4.1. Eligibility Decision:

4.4.1.1. AHCCCS / ADES shall determine the eligibility of Inmates who apply for Title XIX while an Inpatient in an acute hospital and not in a separate county or contracted hospital unit that houses only county/state inmates. An eligibility determination for non-citizens who do not qualify for full Medical Services

will be completed when the services qualify under A.R.S § 36-2903.03 (D) as an emergency service and when required, the COUNTY agrees to pay the cost of any DDSA determination in the amount set forth in **Attachment A** this Agreement. The eligibility determination may also include an Exparte Inmate Eligibility Determination when appropriate. The COUNTY is not financially liable for an Exparte Eligibility Determination.

4.4.1.2. AHCCCS/ADES shall contact the COUNTY, as appropriate and consistent with applicable privacy laws, to obtain additional information required to complete an Applicant's application and to determine the person's ongoing eligibility.

4.4.1.3. AHCCCS/ADES shall issue a decision notice to the Applicant and a copy to the COUNTY in accordance with the confidentiality rules of Title XIX.

4.4.2. Payment for Services in Agreement:

Payments made to AHCCCS by the COUNTY pursuant to this Agreement are conditioned upon the availability of the COUNTY funds authorized for expenditure in the manner and for the purpose(s) stated herein. AHCCCS is not liable for any purchases of subcontracts entered into by the COUNTY in anticipation of such funding. **AHCCCS is not responsible for any payments to a Medical Institution or Provider for claims submitted under this Agreement if the COUNTY has not provided the State Match for such payments.**

Notwithstanding the provisions of the terms and conditions "Amendments" section of this Agreement (2.0), AHCCCS and the COUNTY agree that changes in the claims processing and payment procedures that do not have a monetary effect may be made from time to time by mutual written agreement of the Assistant Director of AHCCCS and the Director of Cochise Health and Social Services for the COUNTY. Such changes shall become effective and binding without execution of an amendment to this Agreement.

4.4.3. AHCCCS Payment Recoupment from Medical Institutions and Providers:

4.4.3.1. AHCCCS shall require Medical Institutions and Providers submitting claims to reimburse AHCCCS upon demand or AHCCCS shall deduct from future payments to the Medical Institutions or Providers any amount:

4.4.3.1.1. Received by a Medical Institution or Provider from AHCCCS for Agreement services that have been inaccurately reported or paid or are found to be for an excluded service; or

4.4.3.1.2. Paid by AHCCCS for which a Medical Institution's or Provider's books, records, and other documents are not sufficient to clearly confirm that those amounts were used by the Medical Institution or Provider to perform billed services; or

4.4.3.1.3. Identified as a questioned cost as the result of a financial management review or audit.

4.4.3.2. For purposes of this Agreement only, the COUNTY is responsible to reimburse AHCCCS for payments for services rendered that are not eligible for Federal financial participation (FFP) if AHCCCS is unable to recoup payments from the Medical Institutions or Providers. The COUNTY is not responsible for services where AHCCCS failure to recoup payments from Medical Institutions and Providers is due to AHCCCS' negligence or inattention.

4.4.3.3. If an Inmate is not AHCCCS eligible, and if the COUNTY is legally required to pay the medical expenses for the Inmate, the COUNTY shall pay Medical Institutions or Providers for services rendered if AHCCCS has recouped funds. This section does not obligate the COUNTY to pay a Medical Institution or Provider in excess of the terms of a contract between the COUNTY and a Medical Institution or Provider, or, where there is no contract, the actual cost of care.

4.4.4. Monitoring:

AHCCCS shall monitor services covered by this Agreement that are provided by any Medical Institution, Provider, or any Provider subcontractor to ensure compliance with the AHCCCS Provider Manual.

4.4.5. Visitation, Inspection and Copying:

After the date of this Agreement, all related COUNTY contracts with Medical Institutions, Providers and Providers' subcontractors shall require that the Medical Institution's, Provider's or a subcontractor's facilities, services, books, accounts, reports, files, and other records directly related to this Agreement shall be subject at all reasonable times to visitation, inspection, and copying by AHCCCS and any other appropriate agent of State or Federal government for five (5) years after completion of this Agreement. Such records shall be available at the Medical Institution's, Provider's, or a subcontractor's offices or shall be produced at the AHCCCS main office or any other office designated by AHCCCS.

4.5. COUNTY's Rights and Obligations

4.5.1. Application for Title XIX:

4.5.1.1. The COUNTY shall appoint a Correctional Health Eligibility Coordinator to assist Inmates who potentially qualify for Title XIX coverage while an Inpatient in an acute hospital, with the AHCCCS application process. Before assisting an individual with the application process, COUNTY shall obtain the Inmates' authorization to apply for AHCCCS in accordance with AAC R9-22-1406.

4.5.1.2. The Correctional Health Eligibility Coordinator shall obtain the Applicant's authorization for AHCCCS to release eligibility information to the COUNTY and the COUNTY shall maintain the confidentiality of the Applicant's records in accordance with AAC R9-22-512.

- 4.5.1.3. The Correctional Health Eligibility Coordinator shall attempt to obtain the required Documentation to establish eligibility for the budget month and to assist the AHCCCS Administration or the ADES in obtaining any information required for the Inmate's ongoing eligibility.
- 4.5.1.4. When authorized by an Inmate to assist with the application, the Correctional Health Eligibility Coordinator shall take the application and obtain the Applicant's signature in the month of the hospital stay. The completed application, all verification and Documentation will be submitted to AHCCCS during the first week of the month following the month of application. For cases in which additional time is needed to collect appropriate verification and/or Documentation, the Correctional Health Eligibility Coordinator will submit the application as soon as the Documentation is complete, but no later than the 15th of the month following the month of application. The month of application is the month in which the inpatient service is received and the appropriate party signs the application.
- 4.5.1.5. The Correctional Health Eligibility Coordinator will not submit an application on inmates that are treated in the secure ward of the hospital. If the inmates were treated in both the secure and non-secure ward of the hospital the Correctional Health Eligibility Coordinator will identify those secure days on the application to ensure the edibility segment identifies them as non-eligible.

4.5.2. Advance payment for Medical Services and Administrative Costs by the COUNTY:

- 4.5.2.1. Quarterly estimates of the State Match payments for program services will be determined based on the prior year's dollar value of claims and any additional information provided by the COUNTY. For the initial year of the Agreement, the COUNTY must provide an estimate of the number of paper claims, electronic claims and applications to be processed as well as an estimate of the dollar value of claims to be paid. The quarterly estimates will be documented on **Attachment B** of this Agreement. Based on these estimates, the COUNTY shall make an advance payment to AHCCCS of the estimated amount on or before the last business day of the first month of each quarter. AHCCCS may request additional State Match funds for program services to be advanced more frequently than quarterly to address an increase in the volume of claims or dollar value of claims to be processed.
- 4.5.2.2. The State Match for the administrative costs of this Agreement per application or claim is estimated to be as shown in **Attachment A**. Any changes to the estimated State Match for the administrative costs may only be assessed by written agreement of the Parties.
- 4.5.2.3. AHCCCS will calculate a quarterly invoice for the State Match of the administrative fees of this Agreement based on the actual costs, number of electronic claims, paper claims and applications processed for the quarter. The quarterly invoice will be emailed to the COUNTY by the last business day of the month following the end of the quarter. The quarterly administrative

fees owed to AHCCCS will be deducted from the amount the COUNTY has on deposit. If sufficient funds are not on deposit, the COUNTY will pay AHCCCS for the remainder of the administrative fees so that AHCCCS will receive the monies due within thirty (30) days of the invoice date.

4.5.2.4. AHCCCS shall deposit the quarterly advance payments made by the COUNTY into a separate account (the State Match Fund). All funds in the State Match Fund are the property of the COUNTY until withdrawn by AHCCCS to pay the State Match on a claim or administrative fees. AHCCCS will inform the COUNTY of the State Match Fund balance as of the end of each quarter in a report received with the quarterly administrative fees invoice. This report will be emailed by the last business day of the month following the end of the quarter. Notwithstanding the previous sentence, AHCCCS will immediately inform the COUNTY if, at any time, the State Match Fund contains less than twenty five percent (25%) of the quarterly estimate of the State Match advance payments for program services documented on **Attachment B** of this Agreement. **In the event the State Match Fund falls below twenty five percent (25%) of the quarter estimate of the State Match advance payments for program services documented on Attachment B of this Agreement, COUNTY shall pay into the State Match Fund sufficient money to increase the Fund to the quarterly estimate of the State Match documented in Attachment B.** Any amount in the State Match Fund that is not expended at the end of a quarter shall be applied to the advance payment for the subsequent quarter, and AHCCCS shall reduce the estimate for the subsequent quarter by such amount. If at any time this Agreement is terminated by either party, any money remaining in the State Match Fund shall be returned to the COUNTY after the claim submission deadline, as of the date of termination.

4.5.2.5. The COUNTY shall bear the administrative cost of any appeal process requested by the COUNTY of deferred or disallowed claims.

4.5.3. **AHCCCS Recoupment from the COUNTY:** In the event CMS modifies its methodology for allocating FFP, the COUNTY shall be responsible for the Federal portion of deferred or disallowed claims and any interest charged thereon pursuant to 42 CFR 433.38, subject to the payment limitations in listed in this agreement in Section 4.4.3.2.

5. **GENERAL FINANCIAL RESPONSIBILITIES**

5.1. **Quarterly Program Expenditure estimates:**

The COUNTY shall submit to AHCCCS a quarterly estimate of expenditures to be used for the development of the CMS-37. The estimates shall be submitted to AHCCCS thirty (30) days after the end of each quarter unless otherwise determined by Federal requirements.

5.2. AHCCCS Reporting:

- 5.2.1. Quarterly Expenditures Report. AHCCCS will submit to the COUNTY reports that show actual quarterly program expenditures made pursuant to this Agreement. Each report shall detail the amount expended of State Match funds provided by the COUNTY and the matching FFP funds, and the administrative fees AHCCCS charged to the COUNTY. The expenditure reports shall be submitted by the last business day of the month following the end of each quarter.
- 5.2.2. Claims Paid Report. AHCCCS will provide a report to the COUNTY reporting the claims paid by AHCCCS. The report will be produced weekly, monthly or quarterly if necessary depending on the frequency of claims paid.

5.3. AHCCCS Annual Reconciliation with the COUNTY:

- 5.3.1. In the Quarterly Expenditure Report dated June 30th of each State fiscal year, AHCCCS will provide to the COUNTY the actual amounts claimed and paid on an annual basis under this Agreement. This report shall also show any and all amounts paid in advance using estimate reports.
- 5.3.2. AHCCCS will reconcile the actual amounts paid against the COUNTY's AHCCCS estimates and advanced payments for the twelve month period of the state fiscal year. This reconciliation shall be completed within ninety (90) days of the end of the state fiscal year.
- 5.3.3. If any monies are due the COUNTY, these will be applied to the next quarterly payment.

5.4. Insufficient Appropriation

If at any time during the term of the Agreement, the COUNTY determines that the money the COUNTY budgeted to meet its obligations under this Agreement is insufficient, the COUNTY shall notify AHCCCS in writing and shall include in the notice recommendations as to the resolution of the shortage.

5.5. Unused Funds

After the close of each State of Arizona fiscal year and the administrative adjustment period, upon request of the COUNTY, any funds remaining in the State Match Fund, shall be returned to the COUNTY. It is understood that if any valid INBR claim appears after funds are returned to the COUNTY, the COUNTY is still responsible for payment within the terms of this Agreement.

5.6. COUNTY Annual Budget Submissions

The COUNTY shall provide AHCCCS with projected funding requirements for this Agreement by July 31 of each new fiscal year to allow AHCCCS to request the appropriate amount of Federal authority.

5.7. COUNTY Budget Revisions

Any revisions to expenditure projections shall be expeditiously forwarded to AHCCCS as soon as the need for revision becomes known to the COUNTY in order for AHCCCS to adjust the Federal cash projections to CMS.

6. NOTICES

Any notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

6.1. AHCCCS

Procurement and Contracts:

Mark Held, Senior Procurement Specialist
701 East Jefferson St., MD 5700
Phoenix, AZ 85034
Phone: (602) 417-4094
Mark.Held@azahcccs.gov

Eligibility Determination:

Penny Ellis, Acting Assistant Director, Division of Member Services
801 E. Jefferson St., MD2600
Phoenix, AZ 85034
Phone: (602) 417-4512
E-Mail: Penny.Ellis@azahcccs.gov

Claims Processing and Payment:

Tricia Krotenberg, Third Party Accounts Manager-DFSM/Claims
801 E. Jefferson St., MD8200
Phoenix, AZ 85034
Phone: (602) 417-4149
E-Mail: Patricia.Krotenberg@azahcccs.gov

6.2. COUNTY:

Ray Falkenberg
Administrative Services Manager
Cochise Health & Social Services
1415 Melody Lane, Building A
Bisbee, AZ 85603
Phone (Desk): 520-432-9414
Phone (Cell): 520-236-1879
Fax: 520-432-9480
E-Mail: rfalkenberg@cochise.az.gov

1.0 ADA

The Parties must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

2.0 Amendments

- 2.1 Any amendment to this Agreement must be in writing and signed by both parties.
- 2.2 Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Agreement, from the effective date of the amendment, as if fully set out herein.
- 2.3 All requests for additional services shall be in writing and signed by both parties.
- 2.4 An amendment shall not be necessary when completing a change of contact person, change of key personnel, change of address, change of signatory or other non- material changes to this Agreement.

3.0 Arbitration and Disputes

In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. The laws of the State shall govern any interpretation of this Agreement and the venue shall be in Maricopa County, Arizona.

4.0 Assignment and Delegation

This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.

5.0 Compliance with Laws, Rules and Regulations

AHCCCS, the COUNTY and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.

6.0 E-Verify Requirement

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

7.0 Execution in Counterparts / Electronic Documents

- 7.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.
- 7.2 Facsimile signatures, electronic signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

8.0 Federal Immigration and Nationality Act

The parties shall ensure 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 to include but not limited to sub-contractors. All services under this Agreement shall be performed within the borders of the United States.

9.0 Fraud and Abuse

9.1 It shall be the responsibility of AHCCCS and the COUNTY to report all cases of suspected fraud and abuse by subcontractors, members or employees. AHCCCS and the COUNTY shall provide written notification of all such incidents to the Contracting Officer.

9.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.

9.3 AHCCCS and the COUNTY are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS or the COUNTY. After conducting a cost benefit analysis to determine if such action is warranted, the Parties should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.

10.0 Health Insurance Portability and Accountability Act (HIPAA) of 1996

The parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The parties warrant that each will cooperate in the course of performance of the Agreement so that the parties will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. COUNTY will sign any documents that are reasonably necessary to keep AHCCCS in compliance with HIPAA, including, but not limited to, business associate agreements.

11.0 Insurance

The parties acknowledge that they are self-insured pursuant to statutory authority. The parties agree that the general liability coverage afforded by the self-insurance programs is sufficient to meet the purposes of this Agreement.

12.0 Liability

The parties shall each be responsible for any and all liability for their own negligence arising from the Agreement and each shall bear all costs for their own defense of any litigation to the extent allowed by law.

13.0 Non-Conforming Performance

Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

14.0 No Joint Venture

Nothing in this Agreement is intended to create a joint venture between the Parties and it will not be so construed. Neither AHCCCS' nor COUNTY's employees will be considered officers, agents or employees of the other or be entitled to receive any employment-related fringe benefits from the other.

15.0 No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or effect the legal liability of either Party to the IGA.

16.0 Records and Audit

Under A.R.S. § 35-214 and A.R.S. § 35-215, The parties agree to retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the parties will produce a legible copy of any or all such records.

17.0 Severability

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of the parties that the remainder of the Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

18.0 Termination

Either party may terminate this Agreement upon thirty (30) working days written notice to the other party. Termination will be without further obligation or penalty and will be effective upon receipt, unless specified otherwise.

.....
SIGNATURE PAGE
.....

IN WITNESS THEREOF, the parties have executed this Agreement:

COUNTY:

Signature: _____

Printed Name: Patrick Call

Title: Chairman, Cochise County Board of Supervisors

Date: _____

Arizona Health Care Cost Containment System (AHCCCS):

Signature: _____ 

Printed Name: Meggan Harley, CPPO, MSW

Title: Procurement and Contracts Manager

Date: March 12, 2015

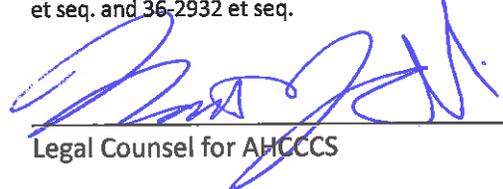
ATTEST:

Signature: _____
Arlethe G. Rios, Clerk of the Board Date

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to COUNTY.

COUNTY Attorney

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.



Legal Counsel for AHCCCS

ATTACHMENT A

**AHCCCS
Administrative Annual Cost Estimates for
Cochise County Medicaid Eligible Inmates FFS Project IGA SFY15**

Claims	Electronic 67%	Paper 33%	Total Fund 100%	State Share 50%	Federal Share 50%
Estimated total number of claims:					
Physician & Emergency Transport/Hospital	1	8	4	12	
DFSM Cost per Claim	2 \$ 0.33	\$ 0.39			
OIG Cost per Claim	2 \$ 0.05	\$ 0.05			
ISD Cost per Claim	2 \$ 1.78	\$ 1.78			
Concurrent Review					
	Average Cost				
Estimated cost per case	3 \$ 96.25				
Estimated number of HSAG reviews	4	2			
Claims Processing costs:					
DFSM	\$2.62	\$1.55	\$4.16	\$2.08	\$2.08
OIG	\$0.41	\$0.20	\$0.61	\$0.30	\$0.30
ISD	\$14.28	\$7.14	\$21.41	\$10.71	\$10.71
Total Claims Processing Costs	\$17.30	\$8.89	\$26.17	\$13.09	\$13.09
Direct DFSM Labor for Cochise Co Medicaid Claims Processing			5 \$0.00	\$0.00	\$0.00
Direct ISD Labor for Cochise Co Medicaid Claims Processing			6 \$1,750.00	\$875.00	\$875.00
Concurrent Review Estimated costs:					
Cost for 2 reviews			\$192.50	\$96.25	\$96.25
Administrative Costs (see detail)					
DBF Processing Personnel costs			7 \$2,542.00	\$1,271.00	\$1,271.00
Postage @ \$.0648/claim			8 \$0.79	\$0.39	\$0.39
Data Center Charges @ \$.2108/claim			9 \$2.53	\$1.26	\$1.26
Indirect at 10%			\$254.20	\$127.10	\$127.10
Total DBF Administrative Costs			\$2,799.51	\$1,399.76	\$1,399.76
Total Claims Processing Costs			\$4,788.19	\$2,384.09	\$2,384.09
DMS Eligibility Costs					
Application Processing Costs - DMS	10		\$500.00	\$250.00	\$250.00
Estimated Total Annual Costs for Program			\$5,268.19	\$2,634.09	\$2,634.09
Cost per Claim	11		\$422.98	\$211.49	\$211.49

¹ Actual number of claims may be higher. Number includes, original, recoupment and adjustment claims.
² Cost based on actual SFY14 expenditures and actual number of claims processed
³ Average rate per contract. Actual costs will be a strict pass-through based on price negotiated on new contract.
⁴ Actual number may be higher or lower depending on Cochise County Medicaid Inmate requirements.
⁵ Based on estimates of DFSM staff time required to process the claims.
⁶ Estimate based on 10 hours at a rate of \$175 per hour. Will only be billed for actual hours incurred.
⁷ Based on estimates of DBF staff time required to monitor funding activity and process payments.
⁸ Postage based on average cost per claim times number of claims.
⁹ Data Center charges calculated based on average SFY14 costs
¹⁰ DMS Eligibility charges calculated at \$100/determination. Estimated 5 annual applications/determinations.
¹¹ Cost per claim does not include a cost for concurrent review s

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ATTACHMENT B

AHCCCS
Quarterly Estimate of State Match Advance Payments for Program Services
Cochise County Medicaid Eligible FFS Project IGA SFY15

Estimate of Annual Dollar Value of Claims Paid	\$ 35,921.16
Average Federal Financial Participation Rate	75.43%
Estimate of State Match Payments for Program Services for Current Year	\$ 8,827.63
Quarterly Estimate of State Match Advance Payments for Program Services to AHCCCS	<u>\$5,000</u> **

** Minimum Balance of \$10,000.00 must be maintained in the State Match account.
Cochise County to maintain a balance sufficient to pay medical claims and administrative fees.
If Cochise County's activity significantly increases from one quarter to the next, AHCCCS will
require Cochise County to adhere to the \$10,000.00 quarterly balance minimum from that point
forward.

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015
JABG Extension JB CSG 14-4365-01
Submitted By: Tracey Rocco, Juvenile Probation
Department: Juvenile Probation
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Denise Caraballo
Mandated Function?: Not Mandated

TITLE of PRESENTER: Probation Services Division Dir.
Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the Juvenile Accountability Block Grant (JABG), Amendment 1, Subgrantee Agreement No. JB-CSG-14-4365-01 as offered by the Governor's Office of Children Youth and Families (GOCYF) in the amount of \$10,954.09 for the period of January 1, 2015 through September 30, 2015.

Background:

The original JABG agreement, JB-CSG-14-4365-01 provided funding from January 2014 through December 31, 2014 and was approved by the Board of Supervisors on March 25, 2014. If approved, Amendment 1 will provide additional funds totaling \$10,954.09 to the county from January 1, 2015 through September 30, 2015 for personnel expenses of two (2) Pro-Tem Judges that reside over the Juvenile Drug Court. The required matching funds from Cochise County of \$ 1,217.12 are already included in the FY2015 budget.

Department's Next Steps (if approved):

Provide the County Finance Department with appropriate paperwork to transfer the budgeted county match portion of: \$1,217,12 to the JABG fund 580.

Impact of NOT Approving/Alternatives:

No additional JABG funding can be provided by the GOCYF to Juvenile Court Services with amendment to original agreement.

To BOS Staff: Document Disposition/Follow-Up:

No follow up is requested.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 10954.09
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1: 580-1200-1210-332.100

Fund Transfers

Fiscal Year: 2015

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$): 1217.12

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: GOCYF

Fiscal Impact & Funding Sources (if known):

JABG award for extension of contract in amendment 1 is 10,954.09 and is accounted for in fund 580. The actual match amount 1,217,12 requested was initially budgeted for \$2,420 for FY2015 on 100-1200-1210-550.000.

Fiscal Year: 2015

One-time Fixed Costs? (\$\$\$): 10954.09

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 1930.11

Source of Funding?: GOCYF

Fiscal Impact & Funding Sources (if known):

JABG Amendment 1, Sub-Grantee Agreement No. JB CSG 14 4365 01 award for personnel expense for two (2) pro-tem judges to preside over Juvenile Drug Court. This is an extension to the original agreement period January 2015 through December 2015 (as approved by the BOS in March 2014); and provides additional funds for January 2015 through September 2015.

Attachments

[JABG Amend 1](#)

[Grant approval form](#)



DOUGLAS A. DUCEY
GOVERNOR

STATE OF ARIZONA
OFFICE OF THE GOVERNOR

EXECUTIVE OFFICE

March 19, 2015

Ms. Denise Caraballo
Probation Services Division Director
Cochise County Juvenile Court
P.O. Box 4219
Bisbee, Arizona 85603

Cochise County
Juvenile Court Services
MAR 23 2015
RECEIVED MARCH 22

Re: Amendment I, Subgrantee Agreement No. JB-CSG-14-4365-01
The Juvenile Accountability Block Grant (JABG) Funding
Federal Funds CFDA No. 16.523
Governor's Office for Children, Youth and Families, Director, Debbie Moak

Dear Ms. Caraballo:

Three amendments are enclosed for signature. The amendment provides funding for the extension of services from January 1, 2015 through September 30, 2015. Additionally, a sample budget has been included for your reference. The Governor's Office for Children, Youth and Families' staff will contact you with more information regarding the preparation of a budget for this extension period.

- **WHEN THE DOCUMENTS ARE SIGNED, KEEP ONE DOCUMENT AND RETURN TWO OF THE ORIGINAL SIGNED DOCUMENTS BY MARCH 30, 2015 TO:**

State of Arizona
Governor's Accounting Office
Attn: Sarah Bean, Procurement Manager
1700 West Washington Street, Suite 500
Phoenix, AZ 85007

The Governor's Office for Children, Youth and Families looks forward to a mutually beneficial relationship during this contract period. Should you have any questions regarding the contract or the deadline for return, please contact me at sbean@az.gov. **Unreturned documents may affect the start date of this transaction.**

Sincerely,

A handwritten signature in blue ink that reads "Sarah Bean".

Sarah Bean
Procurement Manager

cc: Sonya Pierce Johnson, JABG Program Administrator

AMENDMENT # 1
for
MC AGREEMENT #JB-CSG-14-4365-01Y2

between the

**STATE OF ARIZONA,
GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES**

and

COCHISE COUNTY JUVENILE COURT SERVICES

Pursuant to section **XXXVI, AMENDMENTS**, the following sections of the above referenced Agreement are hereby amended as follows:

Section II, TERM OF AGREEMENT/EFFECTIVE DATE

Pursuant to Terms and Conditions, "Term of Agreement/Effective Date, the State of Arizona hereby exercises its option to amend this Agreement with an extension of nine months. The effective date of extension shall be January 1, 2015 through September 30, 2015.

Section IV, REPORTING REQUIREMENTS

Pursuant to Terms and Conditions, "Reporting Requirements," of the above referenced Agreement, Grantee shall provide quarterly program activity reports to the Grantor within fifteen (15) working days of the last day of the quarter in which services are provided. The reporting schedule is:

- January 1, 2015 – March 30, 2015, due April 15, 2015
- April 1, 2015 – June 30, 2015, due July 15, 2015
- July 1, 2015 – September 30, 2015, due October 15, 2015 for the final report

Section V, MANNER OF FINANCING

Pursuant to Terms and Conditions, "Manner of Financing," of the above referenced Agreement, The Grantor hereby exercises its option to amend this contract to provide up to \$10,954.09 as additional funding available for cost reimbursement to continue your grant program from January 1, 2015 through September 30, 2015. Carryover funds from Fiscal Year 2014 shall not be available during this contract extension period. The Grantee agrees to adhere to the goals, strategies and activities related to Grantee's Contract.

The Grantee shall provide \$1,217.12 in matching funds to support the continuance of the grant program from January 1, 2015 through September 30, 2015.

The Grantee's budget is pending submission to the Grantor for review and approval. These funds shall not be available for reimbursement to the Grantee until the Grantor has approved the submitted budget and budget narrative. Any obligations of expenditures incurred by the Grantee prior to the budget being approved are made at the Grantee's own risk.

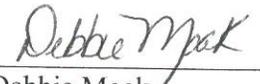
Except as specifically stated herein, all other terms and conditions of this Subgrantee Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

COCHISE COUNTY
JUVENILE COURT SERVICES

GOVERNOR'S OFFICE FOR CHILDREN,
YOUTH AND FAMILIES

 3/25/15
Ed Gilligan Date
Juvenile Court Director

 3/18/15
Debbie Moak Date
Director

 3/18/15
Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Tracey Rocco Date Prepared: 3/26/2015
Point of Contact: Tracey Rocco Phone Number: 520-432-7523
Department: Juvenile Probation

PRIMARY GRANT

Primary Grantor: Governor's Office of Children, Youth and Families CFDA: www.CFDA.gov 16.523
Grant Title: Juvenile Accountability Block Grant (JABG)
Grant Term From: Jan 1, 2015 To: Sep 30, 2015 Total Award Amount: 10,954.09
New Grant: Yes No Grant No.: JB CSG 14 4365 01
Amendment No.: 1
Funding No.: 580 If new, Finance will assign a funding number.
Strategic Plan: Other District: Mandated by Law? Yes No
Number of Positions Funded: 2 Asset(s) Acquired: Not Applicable

Briefly describe the purpose of the grant.

Grant award is budgeted for personnel expense of two (2) pro-tem judges to preside over the Juvenile Drug Court.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

Youth are assigned to the Juvenile Drug Court by the Presiding Juvenile Court Judge and are consistently monitored for substance abuse while also completing the Drug Court Program related requirements.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature:

Tracy Locco 3/26/15

Board Approval:

Date

Print Form

Submit by Email to Finance

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015
 Griffith Rezoning Request
Submitted By: Beverly Wilson, Community Development
Department: Community Development **Division:** Planning & Zoning
Presentation: PowerPoint **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1
NAME of PRESENTER: Jesse Drake **TITLE of PRESENTER:** Planner II
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Zoning Ordinance 15-04 approving Docket Z-15-03 (Griffith), amending the zoning district designation for parcel 117-05-191A to SR-174 from SR-43, pursuant to the request of the Applicant, Michelle Griffith.

Background:

APPLICATION FOR A REZONING

The Applicant has requested a rezoning from SR-43 (Single-Household Residential, one dwelling per 43,560-square feet) to SR-174 (Single-Household Residential, one dwelling per 4-acres). The subject parcel totals approximately 5.60-acres in size. The rezoning is intended to increase the lot area so the applicant may have the option to use the Owner-Builder Opt-Out Amendment for residential permits which requires a minimum four acre parcel. The subject parcel, 117-05-191A is located along S. Cochise Stronghold Road in Pearce, AZ. The Applicant is Michelle Griffith.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 5.60-Acres
 Zoning: SR-43 (Single Family Residential, one dwelling per acre)
 Growth Area: Rural
 Comprehensive Plan Designation: D-Medium Density Residential
 Area Plan: Mid Sulphur Springs Valley Area Plan
 Existing Uses: None
 Proposed Uses: Same

I. PLANNING AND ZONING COMMISSION

On Wednesday, April 8, 2015, the Planning and Zoning Commission voted 7-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff. One objection to this application was received so this Docket must be heard at a public meeting and cannot be placed on the consent agenda.

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	SR-43	Single Family Home
South	SR-43	Vacant
East	SR-43	Vacant
West	RU-4	National Forest

II. PARCEL HISTORY

2014 – Permit issued to install residential septic system.

III. NATURE OF REQUEST

The Applicant is requesting a change of zoning from SR-43 (Single Family Residential, one dwelling per acre) to SR-174 (Single Family Residential, one dwelling per four acres). The applicant is not changing the existing size of the parcel but is requesting the rezoning to a less intensive zoning in order to have the option to use the Owner-Builder Opt-Out Amendment for residential permits which requires a minimum four acre parcel in RU, SM or SR zoned areas. The existing SR-43 limit of one dwelling per acre would preclude the use of the Owner-Builder Opt-Out option.

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

The subject property is in the Category D–Medium Density Residential area. Section 401.01.D identifies Category D as Rural Areas.

Section 402 of the Zoning Regulations allows SR-174 zoning in Rural categories.

Section 403.04.A identifies Rural (Category D) in part as characterized by a low rate of growth; unimproved roads and low density, large lot rural residential development.

The requested rezoning to SR-174 complies with the Category D characteristics as found in the Zoning regulations.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides a list of fifteen factors with which to evaluate Rezoning applications. Staff uses these factors to help determine the suitability of a given request, whether to recommend approval and to determine what Conditions and/or Modifications may be needed.

Ten of the fifteen factors apply to this request. The project complies with nine of the ten factors. The five remaining factors do not pertain to this application.

1. Provides an Adequate Land Use/Concept Plan: Not applicable

The request is not connected to any new construction.

2. Compliance with the Applicable Site Development Standards: Complies

The property meets all site development standards in the SR-174 zoning district. Other than minimum site area, there are no changes to site development standards from SR-43 to SR-174.

3. Adjacent Districts Remain Capable of Development: Complies

The proposed rezoning would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses: Complies

The proposal would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The area is characterized by scattered low-density rural development and vacant land. The parcel abuts the Coronado National Forest on the west and there are three other larger lots on the same west-side alignment, two with an existing single family residence in place. This strip of larger lots along the National Forest boundary create a transition zone between the Coronado National Forest open space and the smaller lots east of the Forest boundary.

6. Rezoning to More Intense Districts: Not Applicable

This is a down-zoning from the more intensive one-dwelling-per-acre to a less intensive one-dwelling-per-four acre.

7. Adequate Services and Infrastructure: Complies

The site is currently developed and served by all necessary infrastructure. No changes are being proposed to the site.

8. Traffic Circulation Criteria: Complies

No new construction is proposed.

9. Development Along Major Streets: Not Applicable

The site takes access from minor, non county-maintained roads.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to GB, LI or HI.

11. Unique Topographic Features: Complies

There are no exceptional topographic features warranting consideration on or near the site.

12. Water Conservation: Complies

There is no construction proposed. In addition, this downzone would reduce the intensity of development on the site to one dwelling from the five dwellings that could be allowed on the 5.60-acre parcel if it were split into one-acre parcels as are now in the greater portion of the Sunsites lots in the area.

13. Public Input: Complies

The Applicant was not required to complete the Citizen Review process, as the request is a decrease in intensity. Staff posted the property on March 24, 2015, and published a legal notice in the Bisbee Observer on March 19, 2015. The Department also mailed notices to property owners within 1,500-feet of the site. To date, staff has received one letter in opposition to this request.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed as part of the future residential development plan.

15. Compliance with Area Plan: Does Not Comply

The subject property is in the Mid-Sulphur Springs Valley Plan which designates this parcel as Medium Density Residential: lot sizes of 12,000-square feet to two-acres. The requested rezoning, allowing only one dwelling per four acres is less intensive than the Plan designation. The parcel is currently 5.60 acres and will remain the same size.

V. MODIFICATIONS TO DEVELOPMENT STANDARDS

None required or requested.

VI. PUBLIC COMMENT

The Planning Department mailed notices to neighboring property owners within 1,500-feet of the subject property. Staff posted the property on March 24, 2015, and published a legal notice in the Bisbee Observer on March 19, 2015. In response to applicant and County mailings, the Planning Department received one letter in support of this request and one letter in opposition.

VII. SUMMARY AND CONCLUSION

This request is for a rezoning to lower the maximum density of the site from one home per acre to one home per four acres in order for the applicant to be able to use the Owner-Builder Opt-Out Amendment for residential construction. While the request does not comply with the Mid-Sulphur Springs Valley Community Plan, the request is in keeping with the intent of the Plan by providing low density and the parcel, as it exists, is similar to the other existing larger lots that create a transition between the Coronado National Forest and the higher density lots to the east. Approval of the rezoning would allow the applicant to use the Owner-Builder Opt-Out Amendment for residential construction. If the request is not approved, the applicant will still have a 5.60 acre site, but will be required to use the standard building permit process including all building inspections as required by the Cochise County Building Department adopted Building Code.

Factors in Favor of Approving the Special Use

1. The request complies with nine of the ten applicable Rezoning factors used by staff to analyze this request;
2. Cochise County encourages down-zoning of Rural properties to lower densities in order to protect Rural Character; and
3. The Owner-Builder Opt-Out provision has been approved by the Board of Supervisors as an optional building option for residential construction.
4. Staff has received one letter of support of this application.

Factor Against Allowing the Special Use

- 1. The request does not comply with one of the ten applicable rezoning factors used by Staff to analyze this request; and
- 2. Staff has received one letter in opposition to this request.

VIII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

- 1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
- 2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

IX. ATTACHMENTS

- A. Application
- B. Location map
- C. Support and opposition letters

Department's Next Steps (if approved):

Planning staff will take a copy of the recorded ordinance to GIS to amend the County Zoning Maps to reflect this action.

Impact of NOT Approving/Alternatives:

If the Board does not approve the Zoning Ordinance, the subject parcel will retain the current SR-43 zoning designation.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the zoning ordinance, Board Staff should send a recorded copy of the same to the Planning Department for our files.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Staff Memo Page One

Location Map

Staff Memo Page Two +

Staff Presentation

support & opposition letters



Cochise County
Community Development
Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

TO: Cochise County Board of Supervisors
FROM: Jesse Drake, Planner II
FOR: Beverly J. Wilson, Planning Director
SUBJECT: Docket Z-15-03 (Griffith)
DATE: April 17, 2015 for the April 28, 2015 Meeting

APPLICATION FOR A REZONING

The Applicant has requested a rezoning from SR-43 (Single-Household Residential, one dwelling per 43,560-square feet) to SR-174 (Single-Household Residential, one dwelling per 4-acres). The subject parcel totals approximately 5.60-acres in size. The rezoning is intended to increase the lot area so the applicant may have the option to use the Owner-Builder Opt-Out Amendment for residential permits which requires a minimum four acre parcel. The subject parcel, 117-05-191A is located along S. Cochise Stronghold Road in Pearce, AZ. The Applicant is Michelle Griffith.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

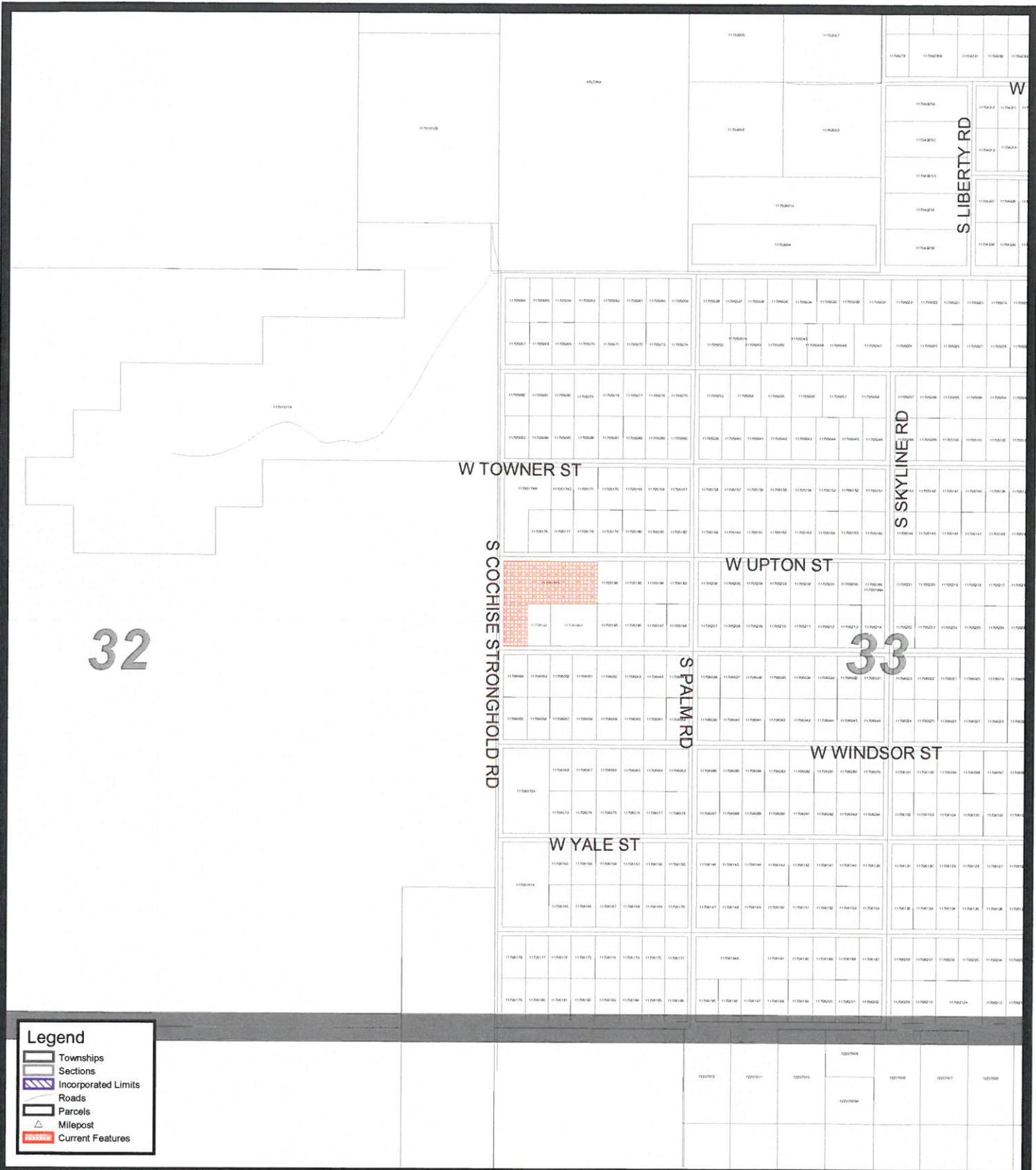
Parcel Size: 5.60-Acres
Zoning: SR-43 (Single Family Residential, one dwelling per acre)
Growth Area: Rural
Comprehensive Plan Designation: D-Medium Density Residential
Area Plan: Mid Sulphur Springs Valley Area Plan
Existing Uses: None
Proposed Uses: Same

I. PLANNING AND ZONING COMMISSION

On Wednesday, April 8, 2015, the Planning and Zoning Commission voted 7-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff. One objection to this application was received so this Docket must be heard at a public meeting and cannot be placed on the consent agenda.

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov



Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



**Z-15-03 (Griffith)
Exhibit A**

This map is a product of the Cochise County GIS Information Technology Dept.

0' 1" = 95'

Mandatory Compliance

The subject property is in the Category D–Medium Density Residential area.

Section 401.01.D identifies Category D as Rural Areas.

Section 402 of the Zoning Regulations allows SR-174 zoning in Rural categories.

Section 403.04.A identifies Rural (Category D) in part as characterized by a low rate of growth; unimproved roads and low density, large lot rural residential development.

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Section 2208.03 of the Zoning Regulations provides a list of fifteen factors with which to evaluate Rezoning applications. Staff uses these factors to help determine the suitability of a given request, whether to recommend approval and to determine what Conditions and/or Modifications may be needed.

Ten of the fifteen factors apply to this request. The project complies with nine of the ten factors. The five remaining factors do not pertain to this application.

1. Provides an Adequate Land Use/Concept Plan: Not applicable

The request is not connected to any new construction.

2. Compliance with the Applicable Site Development Standards: Complies

The property meets all site development standards in the SR-174 zoning district. Other than minimum site area, there are no changes to site development standards from SR-43 to SR-174.

3. Adjacent Districts Remain Capable of Development: Complies

The proposed rezoning would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses: Complies

The proposal would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The area is characterized by scattered low-density rural development and vacant land. The parcel abuts the Coronado National Forest on the west and there are three other larger lots on the same west-side alignment, two with an existing single family residence in place. This strip of larger lots along the National Forest boundary create a transition zone between the Coronado National Forest open space and the smaller lots east of the Forest boundary.

6. Rezoning to More Intense Districts: Not Applicable

This is a down-zoning from the more intensive one-dwelling-per-acre to a less intensive one-dwelling-per-four acre.

7. Adequate Services and Infrastructure: Complies

The site is currently developed and served by all necessary infrastructure. No changes are being proposed to the site.

8. Traffic Circulation Criteria: Complies

No new construction is proposed.

9. Development Along Major Streets: Not Applicable

The site takes access from minor, non county-maintained roads.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to GB, LI or HI.

11. Unique Topographic Features: Complies

There are no exceptional topographic features warranting consideration on or near the site.

12. Water Conservation: Complies

There is no construction proposed. In addition, this downzone would reduce the intensity of development on the site to one dwelling from the five dwellings that could be allowed on the 5.60-acre parcel if it were split into one-acre parcels as are now in the greater portion of the Sunsites lots in the area.

13. Public Input: Complies

The Applicant was not required to complete the Citizen Review process, as the request is a decrease in intensity. Staff posted the property on March 24, 2015, and published a legal notice in the Bisbee Observer on March 19, 2015. The Department also mailed notices to property owners within 1,500-feet of the site. To date, staff has received one letter in opposition to this request.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed as part of the future residential development plan.

15. Compliance with Area Plan: Does Not Comply

The subject property is in the Mid-Sulphur Springs Valley Plan which designates this parcel as Medium Density Residential: lot sizes of 12,000-square feet to two-acres. The requested rezoning, allowing only one dwelling per four acres is less intensive than the Plan designation. The parcel is currently 5.60 acres and will remain the same size.



Subject property.

V. MODIFICATIONS TO DEVELOPMENT STANDARDS

None required or requested.

VI. PUBLIC COMMENT

The Planning Department mailed notices to neighboring property owners within 1,500-feet of the subject property. Staff posted the property on March 24, 2015, and published a legal notice in the Bisbee Observer on March 19, 2015. In response to applicant and County mailings, the Planning Department received one letter in support of this request and one letter in opposition.

VII. SUMMARY AND CONCLUSION

This request is for a rezoning to lower the maximum density of the site from one home per acre to one home per four acres in order for the applicant to be able to use the Owner-Builder Opt-Out Amendment for residential construction. While the request does not comply with the Mid-Sulphur Springs Valley Community Plan, the request is in keeping with the intent of the Plan by providing low density and the parcel, as it exists, is similar to the other existing larger lots that create a transition between the Coronado National Forest and the higher density lots to the east. Approval of the rezoning would allow the applicant to use the Owner-Builder Opt-Out Amendment for residential construction. If the request is not approved, the applicant will still have a 5.60 acre site, but will be required to use the standard building permit process including all building inspections as required by the Cochise County Building Department adopted Building Code.

Factors in Favor of Approving the Special Use

1. The request complies with nine of the ten applicable Rezoning factors used by staff to analyze this request;
2. Cochise County encourages down-zoning of Rural properties to lower densities in order to protect Rural Character; and
3. The Owner-Builder Opt-Out provision has been approved by the Board of Supervisors as an optional building option for residential construction.
4. Staff has received one letter of support for this application.

Factor Against Allowing the Special Use

1. The request does not comply with one of the ten applicable rezoning factors used by Staff to analyze this request; and
2. Staff has received one letter in opposition to this request.

VIII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of Conditional Approval, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

IX. ATTACHMENTS

- A. Application
- B. Location map
- C. Support and opposition letters

COCHISE COUNTY

Docket Z-15-03 (Griffith)

Request for a Rezoning
from SR-43 to SR-174

Board of Supervisors, April 28, 2015



Public Programs...Personal Service

COCHISE COUNTY

Docket Z-15-03 (Griffith)

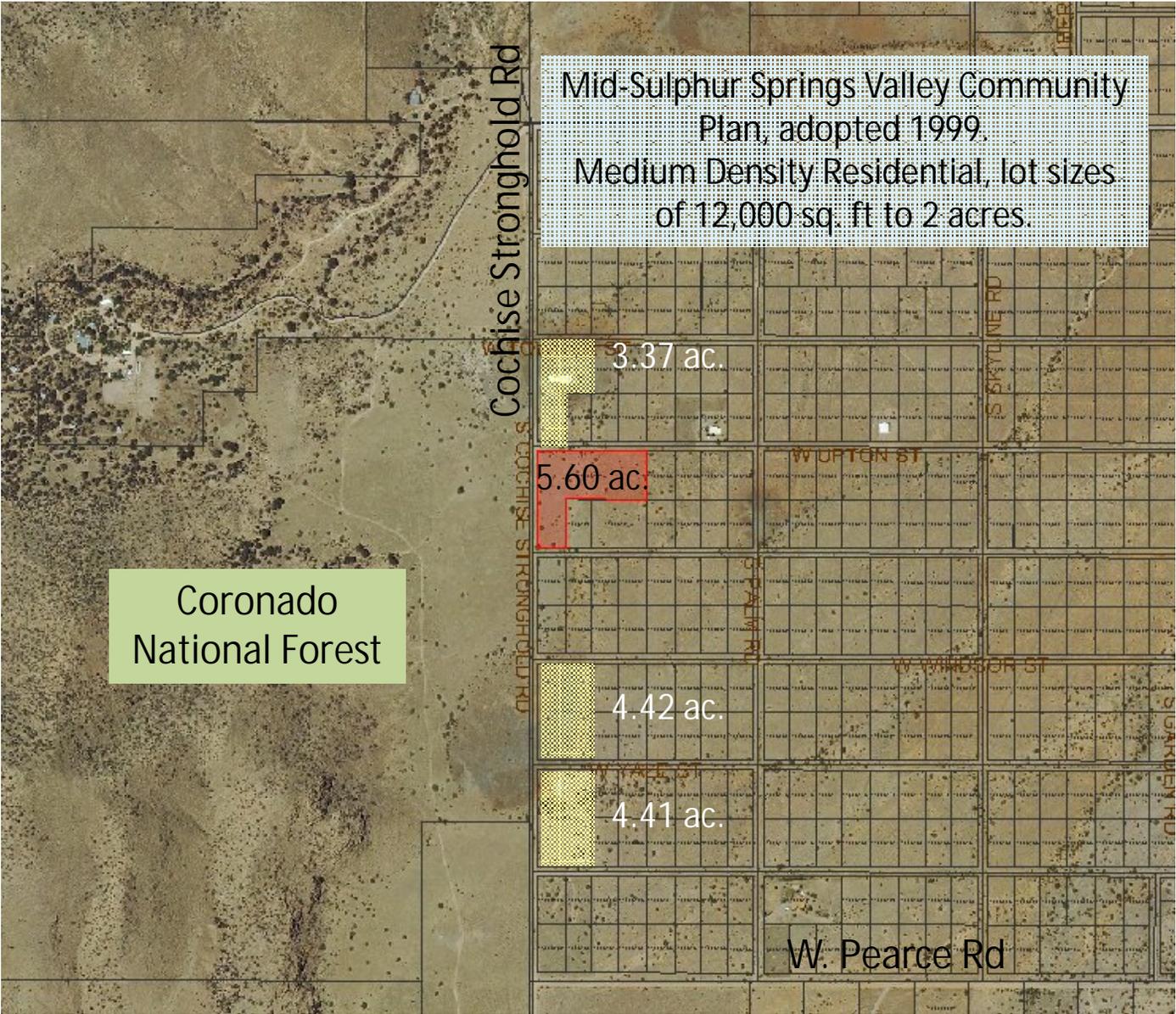
- Request for a downzoning from SR-43, one dwelling per acre, to SR-174 one dwelling per four acres.
- Subject parcel, 117-05-191A, is located on South Cochise Stronghold Road, west of Pearce.
- The applicant is Michelle K. Griffith.



Public Programs...Personal Service

COCHISE COUNTY

Location Map



COCHISE COUNTY

Subject Parcel



COCHISE COUNTY

Factors In Favor of Approval

1. The request complies with nine of the ten rezoning factors used by staff to analyze this request;
2. Cochise County encourages down-zoning of rural properties in order to protect Rural Character;
3. The Owner-Builder Opt-Out provision has been approved by the Board of Supervisors as an optional building option for residential construction; and
4. Staff has received one letter of support for this request.

Factor Against Allowing the Special Use

1. The request does not comply with one of the ten rezoning factors used by staff to analyze this request; and
2. Staff has received one letter of opposition against this request.



Public Programs...Personal Service

COCHISE COUNTY

Discussion



View north showing subject parcel and surrounding area

COCHISE COUNTY

Recommendation: Conditional Approval

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.



Public Programs...Personal Service

Special Use Docket Z-15-03 (Griffith)



YES, I SUPPORT THIS REQUEST

Please state your reasons:

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): EILEEN STREBEL

SIGNATURE(S): Eileen Strebel

YOUR TAX PARCEL NUMBER: 11705183 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Wednesday, March 25, 2015 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Peter Gardner at the contact information listed on page one by April 6, 2015 to have your support or non-support verbally noted at the meeting; or you may personally make a statement at the **public hearing on April 8, 2015**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Peter Gardner, Planner I
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Special Use Docket Z-15-03 (Griffith)

YES, I SUPPORT THIS REQUEST

Please state your reasons:



NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

~~NO SITE PLANS OR DOCUMENTED EVIDENCE FOR VIEWING WAS INCLUDED~~

~~SATELLITE VIEWING NOT SUFFICIENT W/ UQDMU MAPPING~~
~~GNBLJYBL #YIQYH HHI EL))@ @: - 60 - 51 C: #110~~

See attached

(Attach additional sheets, if necessary)

PRINT NAME(S): GEORGE J. WALTHER, JR.

SIGNATURE(S): *G. Walther*

YOUR TAX PARCEL NUMBER: 117-05-089 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Wednesday, March 25, 2015 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still send email comments, or phone Peter Gardner at the contact information listed on page one by April 6, 2015 to have your support or non-support verbally noted at the meeting; or you may personally make a statement at the **public hearing on April 8, 2015**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Peter Gardner, Planner I
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603



GEORGE WALTHER,
60 PRESIDENTIAL PLZ. APT. 1114
SYRACUSE, NY 13202-2441

3-31-15

TAX PARCEL # 117-05-089

Attachment:

1. No site plans or evidence of intention provided.
 2. Satellite images insufficient for decision making.
 3. Possible viewing obstructions can be created blocking the views of the mountain valley.
- † Change to the code is not in the best interest for owner's of property in the area. Other lands are FOR SALE in the valley for the desired acreage.
- George Walther

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Fee Increase 2015/16/17

Submitted By: Lisa Boone, Solid Waste

Department: Solid Waste

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS** 2
Signature **Submitted for Signature:**
Required

NAME of PRESENTER: David Horne **TITLE of PRESENTER:** Director, Solid Waste Department

Mandated Function?: Local **Source of Mandate or Basis for Support?:**
Mandate or Policy

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 15-09 to increase the \$55.00 a ton Tipping Fee by \$2.75 to \$57.75 for Fiscal Year 2015-16 effective July 1, 2015 and increase an additional \$2.75 a ton to \$60.50 for Fiscal Year 2016-17 effective July 1, 2016.

Background:

This proposed action to increase the user fees for the Solid Waste system is brought before you to cover the costs of operating the system. The RRAB met and voted to recommend to the BOS that the cost to dispose of refuse be increased.

Department's Next Steps (if approved):

The approved item will be presented to the public for a 60 day notice period. In addition, customers at each Solid Waste facility will be informed of the upcoming fee changes during this time span. After the end of these 60 days, on July 1, 2015, the fee will increase.

Impact of NOT Approving/Alternatives:

If not approved, revenue will not support expenses and the department will have to seek alternative funding sources to cover Solid Waste Department shortfalls.

To BOS Staff: Document Disposition/Follow-Up:

Resolution to be signed/recorded.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

Not known.

Attachments

[Tipping Fee Increase 2015/16/17](#)

[Appendix A Page 1](#)

[Appendix A for FY 16/17](#)

[Rate Increase Resolution](#)

Public Notice

Pursuant to A.R.S 11-251.08, the general public is hereby notified that the Cochise County Board of Supervisors will hold a public hearing on April 28, 2015 at 10:00 A.M. to consider adoption of the following changes to the Solid Waste Fee Schedule:

Weighed Load Rate: Increase the \$55.00 a ton tipping fee by \$2.75 to \$57.75 for 2015-16 and increase an additional \$2.75 a ton to \$60.50 for 2016-17.

This hearing will be held at the Cochise County Board of Supervisors Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona 85603. This building is accessible by handicapped individuals.

Information is available with the Clerk of the Board by calling (520)432-9200 or by mail, Attention: Arlethe Rios, Clerk of the Board, Cochise County Board of Supervisors, 1415 Melody Lane, Bisbee, Arizona 85603 or via e-mail at arios@cochise.az.gov.

Administrative Office located at:
Western Regional Landfill
 2595 N. Sagebrush Road
 Huachuca City, AZ 85616
 (520)803-3770

**Cochise County
 Board of Supervisors
 Solid Waste Service Fees
 Appendix "A"**



Effective Date: July 1, 2015

SERVICE FEE

RURAL TRANSFER STATIONS:

Double Adobe, Dagoon, Elfrida, Portal, San Simon, St. David, Sunizona, Sunsites and Tombstone

RESIDENTIAL:

PER BAG (35 GALLON OR SMALLER)	\$ 2.00 each
CAR, VAN OR STATION WAGON	\$ 4.00 each
PICKUP OR SINGLE-AXLE TRAILER (UP TO TWO [2] CUBIC YARDS IN VOLUME)	\$ 7.00 each
55 GALLON BARRELS/CONTAINERS	\$ 3.00 each
ANY LOAD OVER 2 CUBIC YARDS IN VOLUME	\$ 5.77/cy
BULKY ITEMS (FURNITURE, MATTRESSES, ETC)	\$ 2.00 each
DOMESTIC ANIMALS	\$ 3.00 each
TIRES WITHOUT RIM - up to 20" diameter, (FIVE [5] FREE PER YEAR) AFTER 5	\$ 0.75 each
TIRES WITH RIM- up to 20" diameter	\$ 5.00 each
TIRES OVER 20" DIAMETER ARE ONLY ACCEPTED AT URBAN SITES AND WRL	

HOUSEHOLD HAZARDOUS WASTE & MARKETABLE RECYCLABLES NO CHARGE

URBAN TRANSFER STATIONS:

Benson, Bisbee, Douglas, Sierra Vista, and Willcox

RESIDENTIAL, MUNICIPAL, COMMERCIAL, BUSINESS:
 ALL LOADS WEIGHED

\$ 57.75/ton*

TIRES: GENERAL PUBLIC/ NON TIRE DEALERS

PASSENGER TIRES (UP TO 20" DIAMETER) FIVE [5] FREE PER YEAR, AFTER 5	\$ 57.75/ton*
TIRES OVER 20" DIAMETER	\$ 57.75/ton*

HOUSEHOLD HAZARDOUS WASTE & MARKETABLE RECYCLABLES NO CHARGE

SPECIAL WASTE HANDLING AND DISPOSAL: \$ 60.00/hour**

CONSTRUCTION AND DEMOLITION DEBRIS: \$ 60.00/ton

WESTERN REGIONAL LANDFILL:

Whetstone

RESIDENTIAL, MUNICIPAL, COMMERCIAL, BUSINESS:
 ALL LOADS WEIGHED

\$ 57.75/ton*

MUNICIPAL WASTE: CITY HAULED

\$ 35.00/ton*

TIRES: GENERAL PUBLIC/ NON TIRE DEALERS

PASSENGER TIRES (UP TO 20" DIAMETER) FIVE [5] FREE PER YEAR, AFTER 5	\$ 57.75/ton*
TIRES OVER 20" DIAMETER	\$ 57.75/ton*

ANIMALS:

DOMESTIC AND LIVESTOCK (MUST GIVE 24 HOUR NOTIFICATION FOR LIVESTOCK) \$ 57.75/ton*

HOUSEHOLD HAZARDOUS WASTE & MARKETABLE RECYCLABLES NO CHARGE

SPECIAL WASTE HANDLING AND DISPOSAL: \$ 60.00/hour**

**Residential Unsecured Load Penalty Fee - \$2.00 per load
 Commercial/Business Unsecured Load Penalty Fee - \$10.00 per load**

**MINIMUM CHARGE \$25.00

*MINIMUM CHARGE \$4.00

Administrative Office located at:
Western Regional Landfill
 2595 N. Sagebrush Road
 Huachuca City, AZ 85616
 (520)803-3770

**Cochise County
 Board of Supervisors
 Solid Waste Service Fees
 Appendix "A"**



Effective Date: July 1, 2016

SERVICE FEE

RURAL TRANSFER STATIONS:

Double Adobe, Dagoon, Elfrida, Portal, San Simon, St. David, Sunizona, Sunsites and Tombstone

RESIDENTIAL:

PER BAG (35 GALLON OR SMALLER)	\$ 2.00 each
CAR, VAN OR STATION WAGON	\$ 4.00 each
PICKUP OR SINGLE-AXLE TRAILER (UP TO TWO [2] CUBIC YARDS IN VOLUME)	\$ 7.00 each
55 GALLON BARRELS/CONTAINERS	\$ 3.00 each
ANY LOAD OVER 2 CUBIC YARDS IN VOLUME	\$ 5.77/cy
BULKY ITEMS (FURNITURE, MATTRESSES, ETC)	\$ 2.00 each
DOMESTIC ANIMALS	\$ 3.00 each
TIRES WITHOUT RIM - up to 20" diameter, (FIVE [5] FREE PER YEAR) AFTER 5	\$ 0.75 each
TIRES WITH RIM- up to 20" diameter	\$ 5.00 each
TIRES OVER 20" DIAMETER ARE ONLY ACCEPTED AT URBAN SITES AND WRL	

HOUSEHOLD HAZARDOUS WASTE & MARKETABLE RECYCLABLES NO CHARGE

URBAN TRANSFER STATIONS:

Benson, Bisbee, Douglas, Sierra Vista, and Willcox

RESIDENTIAL, MUNICIPAL, COMMERCIAL, BUSINESS:
 ALL LOADS WEIGHED

\$ 60.50/ton*

TIRES: GENERAL PUBLIC/ NON TIRE DEALERS

PASSENGER TIRES (UP TO 20" DIAMETER) FIVE [5] FREE PER YEAR, AFTER 5
 TIRES OVER 20" DIAMETER

\$ 60.50/ton*
 \$ 60.50/ton*

HOUSEHOLD HAZARDOUS WASTE & MARKETABLE RECYCLABLES NO CHARGE

SPECIAL WASTE HANDLING AND DISPOSAL: \$ 60.00/hour**

CONSTRUCTION AND DEMOLITION DEBRIS: *To be determined

WESTERN REGIONAL LANDFILL:

Whetstone

RESIDENTIAL, MUNICIPAL, COMMERCIAL, BUSINESS:
 ALL LOADS WEIGHED

\$ 60.50/ton*

MUNICIPAL WASTE: CITY HAULED

\$ 35.00/ton*

TIRES: GENERAL PUBLIC/ NON TIRE DEALERS

PASSENGER TIRES (UP TO 20" DIAMETER) FIVE [5] FREE PER YEAR, AFTER 5
 TIRES OVER 20" DIAMETER

\$ 60.50/ton*
 \$ 60.50/ton*

ANIMALS:

DOMESTIC AND LIVESTOCK (MUST GIVE 24 HOUR NOTIFICATION FOR LIVESTOCK)

\$ 60.50/ton*

HOUSEHOLD HAZARDOUS WASTE & MARKETABLE RECYCLABLES NO CHARGE

SPECIAL WASTE HANDLING AND DISPOSAL: \$ 60.00/hour**

**Residential Unsecured Load Penalty Fee - \$2.00 per load
 Commercial/Business Unsecured Load Penalty Fee - \$10.00 per load**

**MINIMUM CHARGE \$25.00

*MINIMUM CHARGE \$4.00

RESOLUTION 15-__

AUTHORIZING AN INCREASE OF \$2.75 TO THE SOLID WASTE RATE FOR FY 15/16 FROM \$55.00 TO \$57.75 PER TON TIPPING FEE EFFECTIVE JULY 1, 2015 AND AN ADDITIONAL \$2.75 FOR FY 16/17 FROM \$57.75 TO \$60.50 EFFECTIVE JULY 1, 2016

WHEREAS, Counties are authorized, pursuant to A.R.S. § 11-251.08, to adopt fee schedules for any products or services provided to the public; and

WHEREAS, a public hearing pursuant to A.R.S. § 11-251.08 has been properly noticed and held to consider the content and merit of this resolution; and

WHEREAS, the Board of Supervisors of Cochise County, Arizona is authorized to approve the new Solid Waste rate increase of \$2.75 for FY 15/16 from \$55.00 to \$57.75 per ton tipping fee; effective July 1, 2015, and a rate increase of \$2.75 for FY 16/17 from \$57.75 to \$60.50 per ton tipping fee; effective July 1, 2016. Summaries of the new fees are attached on each Appendix "A".

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors is hereby authorized to accept the new Solid Waste rate increase of \$2.75 for FY15/16 from \$55.00 to \$57.75 per ton tipping fee effective July 1, 2015, and an increase of \$2.75 for FY 16/17 from \$57.75 to \$60.50 per ton tipping fee effective July 1, 2016.

ADOPTED AND APPROVED this ____ day of _____, 2015.

Richard R. Searle, Chairman

ATTEST:

APPROVED AS TO FORM:

Arlethe Rios, Clerk of the Board

Lauri Owen, County Attorney

Action 17.
Community Development

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015
Davis Rd. IGA/JPA 11-052I Amendment Two
Submitted By: Frances Marinez, Community Development
Department: Community Development
Presentation: PowerPoint
Document Signatures: BOS Signature Required

Division: Highway
Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: County Transportation Planner
Source of Mandate or Basis for Support?: A.R.S. § 11-251 (4) (granting authority to County Board to lay out, maintain, control and manage public roads).

NAME of PRESENTER: Karen Lamberton
Mandated Function?: Not Mandated

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) 11-052-I Amendment 2 between the State of Arizona and Cochise County for the Davis Road Drainage and Realignment Project.

Background:

This proposed project is located in Cochise County, on Davis Rd. between SR 80 and SR 191. Two funding sources, Sec 115, High Priority Projects (Congressional Earmark) and State Transportation Program funds were obtained to fund the realignment and drainage improvements identified at three key locations along the Davis Rd. corridor. The Congressional Earmark fund source may be used along the entire Davis Rd. corridor. This Amendment will allow ADOT to transfer funds for construction from the Congressional Earmark linked to the Milepost 9.9 project (SS954) to the fund line item for the Milepost 5.1 and 13.1 projects (SS642) in our behalf. It will also direct ADOT to then place any remaining State Transportation Program funds, including any bid savings that might be realized, towards the Milepost 9.9 (SS642) project. Mileposts 5 & 13 are ready to go to construction this calendar year. In addition, this Amendment directs ADOT to reconcile the final Right-of-Way acquisition costs against obligated funds and direct any remaining funds, (about \$150,000), towards the Milepost 9.9 (SS642) project.

Department's Next Steps (if approved):

Once this Amendment to the existing IGA/JPA is in place, ADOT will provide the County with an invoice for the construction match funds and prepare the Milepost 5.1 and 13.1 projects for advertisement. This project is expected to advertise by early summer with pre-construction activities tentatively scheduled for August/September of 2015 with the realignment and drainage improvements to be constructed after the monsoon season.

Impact of NOT Approving/Alternatives:

Awarded federal funds in the congressional earmark would not be directed to the Milepost 5.1 and 13.1 projects and, lacking sufficient funds to complete construction, the projects would not be prepared for advertisement or set for construction.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded documents and a copy of the approved minutes to H&F, attn: Karen Lamberton.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$239,400.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: FY15

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$): 239,400.00

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: 1/2 Sales Tax or General Fund

Fiscal Impact & Funding Sources (if known):

The State Transportation Plan program is federally funded through the U.S. Department of Transportation Federal Highway Administration. Applicants are required to provide a 5.7% match; the match for this project will be a total of \$239,400. Match funds will be provided by a split between Sales Tax/General Fund and Floodplain dollars. Match funds previously approved in IGA/JPA 11-052I, executed on September 26, 2011 and IGA/JPA 11-062I Amendment One executed on January 15, 2013. This amendment does not change the total amounts of federal funds awarded to this project or match amounts. There will be no new impacts to this year's fiscal year budget as a result of this requested Amendment.

Attachments

Davis Rd Amended IGA2 PowerPoint

ADOT Cover Letter

IGA

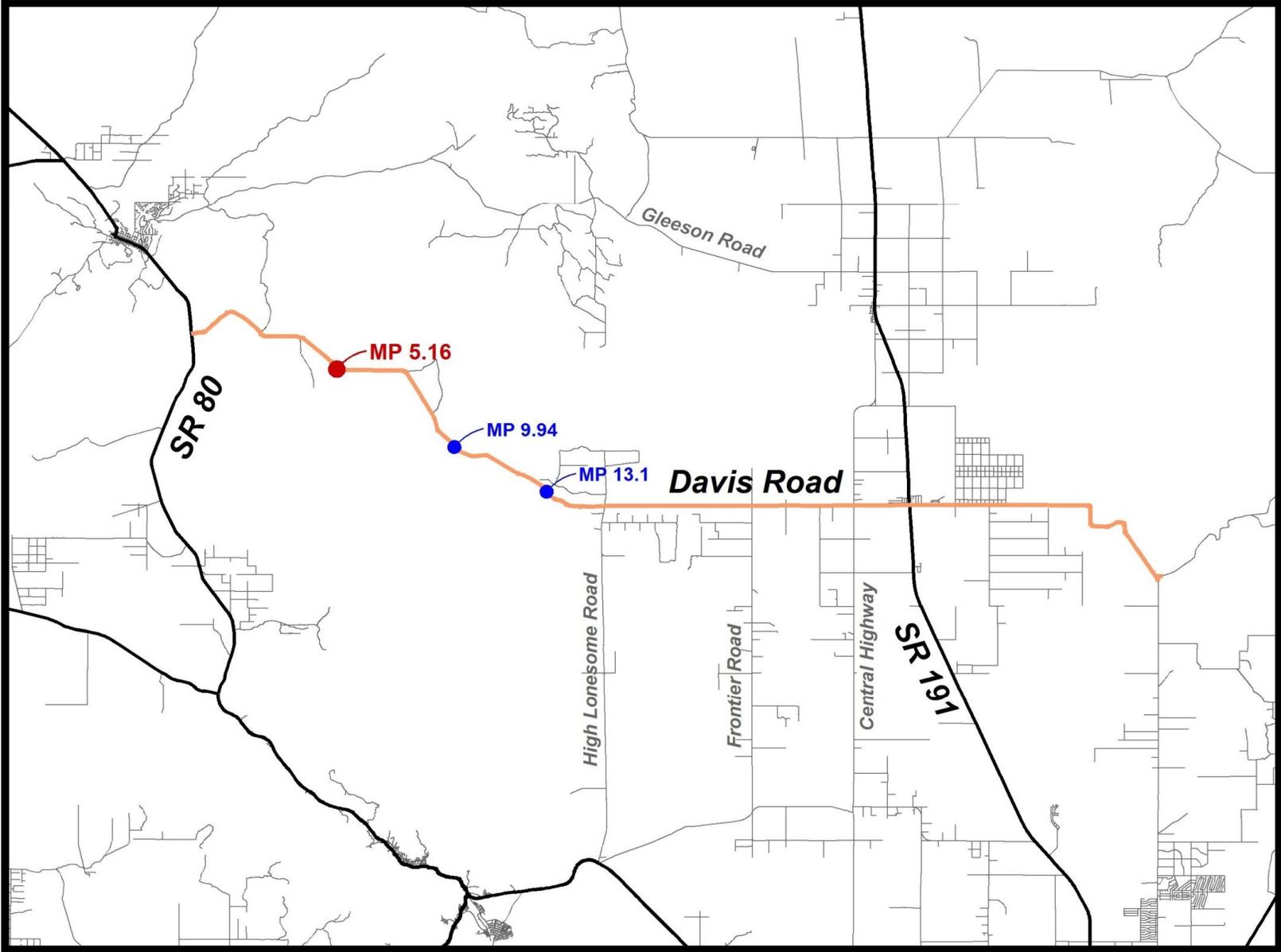
COCHISE COUNTY

**Davis Road
IGA/JPA Amendment Two**
Federal Reference No: CCH-0(203)T
ADOT Project No: SS642 01C



Public Programs...Personal Service

COCHISE COUNTY



COCHISE COUNTY

AMENDMENT TWO

Amendment to the Executed IGA/JPA will:

- Direct Congressional Earmark funds towards construction of Mileposts 5 & 13
- Direct any remaining State Transportation Program funds towards construction of Milepost 9
- Direct any remaining funds obligated to completed Right-of-Way activities towards construction of Milepost 9



Public Programs...Personal Service

COCHISE COUNTY

PROJECT COSTS

Milepost Projects are now at 100% Design

Milepost 5 & 13:

Construction Estimate \$4,044,446

County Match \$239,400

Milepost 9

Construction Estimate \$3,846,383

County Match \$229,400

Final estimates determined by ADOT Contracts and Specs

Final costs determined by actual bid amounts



Public Programs...Personal Service

COCHISE COUNTY

MP 5 & 13 PROJECT STATUS

100% Design Plans with Bid Ready Documents
Right-of-Way Acquisition Pending NRCS Parcel

May 2015: PRB and PPAC Approval

June 2015: State Transportation Board Approval

June - July 2015: Advertise Project

September 2015: Award Contract

September-December 2015: Project Construction



Public Programs...Personal Service

COCHISE COUNTY

MP 9.9 PROJECT STATUS

100% Design Plans with Bid Ready Documents
Right-of-Way Acquisition Completed

Obtain approval from FHWA for pre-construction activities to
count towards construction match

Complete pre-construction activities: utility relocation and data
recovery per Treatment Plan

Seek additional funding to meet final construction cost estimates



Public Programs...Personal Service

COCHISE COUNTY

DAVIS ROAD FLOODING



Public Programs...Personal Service

COCHISE COUNTY

STAFF RECOMMENDATION

To approve Amendment Two to the executed IGA/JPA 11-052-I for a Federal Fund Transfer for Davis Rd. Milepost 5 & 13 construction activities.



Public Programs...Personal Service



Intermodal Transportation

Douglas A. Ducey, Governor
John S. Halikowski, Director
Dallas Hammit, State Engineer
Steve Boschen, Division Director

April 15, 2015

Cochise County
Attn: Karen Lamberton
1415 E. Melody Lane, Building E
Bisbee, AZ 85603

ADOT File No.: IGA/ JPA 11-052-I
ADOT CAR No.: 13-0000300-I
Amendment No. Two: 15-0005179-I
AG Contract No.: P0012011002697
Project: Davis Road
Section: Davis Road at MP 5 and 13
Federal-Aid No.: CCH-0(200)B
ADOT Project No.: SS642 01C
TIP/STIP No.: SEAGO 2011 Am#2
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: Local

Dear Karen Lamberton:

Enclosed are two (2) original Agreements and Attorney Approval forms for signature regarding the above subject Agreement, which defines the responsibilities between the **Cochise County** and the Arizona Department of Transportation.

Please obtain the appropriate official signatures and forward two (2) **signed Agreements** and **Attorney Approval Forms** necessary to enter into this Agreement to the attention of the undersigned at the Arizona Department of Transportation, Joint Project Administration, 205 S. 17th Avenue, Mail Drop 637E, Phoenix, AZ 85007.

Please **make no other entries on the originals other than signatures**, and **do not date or staple the first page**. A copy of the recorded contract will be returned upon final execution. Should you have further questions please do not hesitate to call me at (602) 712-7814.

Sincerely,

Laura Saenz
Procurement Specialist
Joint Project Administration

Enclosures (2)

RECEIVED

APR 20 2015

COCHISE COUNTY
HIGHWAY & FLOODPLAIN

ADOT File No.: IGA/ JPA 11-052-I
ADOT CAR No.: 13-0000300-I
Amendment No. Two: 15-0005179-I
AG Contract No.: P0012011002697
Project: Davis Road
Section: Davis Road at MP 5 and 13
Federal-Aid No.: CCH-0(200)B
ADOT Project No.: SS642 01C
TIP/STIP No.: SEAGO 2011 Am#2
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: Local

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY**

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two"), entered into this date _____, 2015, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COCHISE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The County and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-052-I, A.G. Contract No. P0012011002697, was executed on September 26, 2011, (the "Original Agreement") and Amendment No. One executed January 15, 2013;

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the County; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. Two is to fund the construction phase of Project SS642 with Federal funds. Federal funds have been authorized for Project SS954 and Project SS642, the County and the State agree to transfer HPP Sec 115 funds from Project SS954 to Project SS642.

The Project construction cost breakdown is hereby revised, as follows:

SS642 01C (construction)

Federal-aid funds @ 94.3%	\$3,960,600.00
County's match @ 5.7%	<u>\$ 239,400.00</u>
Subtotal – Costruction	\$4,200,000.00

II. SCOPE OF WORK

Section II, Paragraph 1.g. and 1.h. are added as follows:

1. The State will:

g. Upon execution of this Agreement, invoice the County for the County's share of the Project construction costs, estimated at **\$239,400.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs; and de-obligate and transfer any remaining STP federal funds to Project SS954 construction phase.

h. Upon completion of the Right-of-Way Acquisition phase for both Project SS642 and Project SS954, the State will reconcile the actual project costs against obligated funds and take whatever actions necessary to de-obligate any unused funds and reimburse to the County the difference between estimated and actual match amounts required. Any remaining federal funds shall be de-obligated and transferred to Project SS954 construction phase.

Section II, Paragraph 2.b. is revised as follows:

2. The County will:

b. Within thirty (30) days of receipt of an invoice, and prior to bid advertisement for construction, pay the State the County's Project construction match costs, estimated at **\$239,400.00**.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraphs 18. Is added as follows:

18. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS

Attn: Cost Accounting Administrator

206 S 17th Ave. Mail Drop 204B

Phoenix, AZ 85007

SingleAudit@azdot.gov

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

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

COCHISE COUNTY

STATE OF ARIZONA
Department of Transportation

By _____
PATRICK CALL
Chairperson

By _____
STEVE BOSCHEN, P.E.
ITD Division Director

ATTEST:

By _____
ARLETHE G. RIOS
Clerk

ADOT File No.: IGA/ JPA 11-052-I
CAR No.: 13-0000300-I
Amendment No. Two: 15-0005179-I

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCHISE COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

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

DATED this _____ day of _____, 2015.

County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Operation Stone Garden grant

Submitted By: Ken Foster, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME Ken Foster

TITLE Lieutenant

of PRESENTER:

of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate ARs 11-441

or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve a contract for Stone Garden funding from the Department of Homeland Security (DOHS) for reallocated funding from fiscal year 2013 in the amount of \$189,000 in Overtime and Mileage to be utilized before July 31, 2015.

Background:

The Sheriff's Office has a contract for funding in Operation Stone Garden. The funding is to be utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to place and dispatch additional resources (patrol units and detectives) in the field to locate, monitor, arrest and/or detain subjects and suspects involved in the above illegal activity. The funding also allows the Sheriff's Office to patrol remote areas of the county (like Portal AZ) during this operation/detail; where regular on duty patrol units cannot due to calls for service in more populated areas of the county. Units working the Stone Garden Operations main function(s) are to look for and combat the above mentioned illegal activities; however, the additional units are also available to assist the public as necessary.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue to participate with the US Border Patrol in Operation Stone Garden utilizing the aforementioned monies.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will not be a participant in this program with these monies.

To BOS Staff: Document Disposition/Follow-Up:

Please return two copies with original signatures to the Sheriff's Office.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Stone Garden grant

Grant Apprval form

Stone Garden Background

SUBGRANTEE AGREEMENT - REALLOCATION
Operation Stonegarden Grant Program - Overtime

13-AZDOHS-OPSG-130412-04

Between

The Arizona Department of Homeland Security
And

Cochise County Sheriff's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Sheriff's Office** (subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **April 1, 2015** and shall terminate on **July 31, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Overtime**" and funded at **\$189,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$189,000** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in

accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.
- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal

Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.

- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: www.gao.az.gov.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient 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. (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).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.

- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements.

The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS.

The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information

regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

- b) Quarterly Programmatic Reports are due:
 - January 15** (period October 1– December 31)
 - April 15** (period January 1 – March 31)
 - July 15** (period April 1 – June 30)
 - October 15** (period July 1 – September 30)
- c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).
- d) Property Control Form – if applicable:

The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.
- e) The Grant Funded Typed Resource Report – if applicable:

The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.
- f) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter

alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect;
or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first

produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement 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 in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

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

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed

matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The

subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

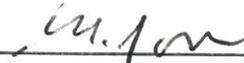
The AZDOHS shall address all notices relative to this Agreement to:

Sheriff Mark Dannels
Enter Title, First & Last Name above
Cochise County Sheriff's Office
Enter Agency Name above
205 N. Judd Drive
Enter Street Address
Bisbee, AZ 85603
Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office
Enter Agency Name above

Authorized Signature above
Mark Dannels, Sheriff
Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

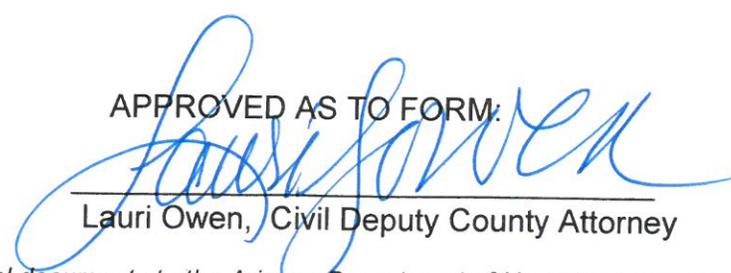
Date

Pat Call, Chairperson

ATTEST:

Arlethe G.Rios, Clerk of the Board

APPROVED AS TO FORM:


Lauri Owen, Civil Deputy County Attorney

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBGRANTEE AGREEMENT - REALLOCATION
Operation Stonegarden Grant Program - Overtime

13-AZDOHS-OPSG-130412-04

Between

The Arizona Department of Homeland Security
And

Cochise County Sheriff's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Sheriff's Office** (subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **April 1, 2015** and shall terminate on **July 31, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Overtime**" and funded at **\$189,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$189,000** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in

accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.
- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal

Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.

- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: www.gao.az.gov.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient 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. (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).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.

- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) **Programmatic Reports**

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information

regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

- b) Quarterly Programmatic Reports are due:
 - January 15** (period October 1– December 31)
 - April 15** (period January 1 – March 31)
 - July 15** (period April 1 – June 30)
 - October 15** (period July 1 – September 30)
- c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).
- d) Property Control Form – if applicable:

The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.
- e) The Grant Funded Typed Resource Report – if applicable:

The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.
- f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter

alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect;
or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first

produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement 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 in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

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

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed

matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The

subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Sheriff Mark Dannels

Enter Title, First & Last Name above
Cochise County Sheriff's Office

Enter Agency Name above
205 N. Judd Drive

Enter Street Address
Bisbee, AZ 85603

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office

Enter Agency Name above



Authorized Signature above
Mark Dannels, Sheriff

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

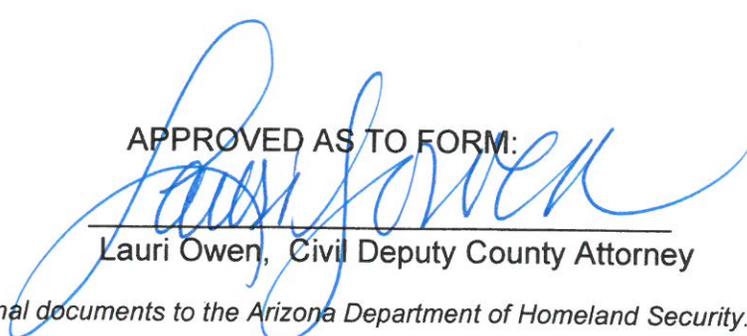
Date

Pat Call, Chairperson

ATTEST:

Arlethe G.Rios, Clerk of the Board

APPROVED AS TO FORM:



Lauri Owen, Civil Deputy County Attorney

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:
Point of Contact: Phone Number:
Department:

PRIMARY GRANT

Primary Grantor: CFDA:
Grant Title:
Grant Term From: To: Total Award Amount:
New Grant: Yes No Grant No.:
Amendment No.:
Funding No.: If new, Finance will assign a funding number.
Strategic Plan: District: Mandated by Law? Yes No
Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

The purpose of the Stone Garden grant is to assist the US Border Patrol in combating illegal immigration and drug smuggling; and to capture and prosecute or deter those who engage in these activities from continuing these actions.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

This service is is not necessarily a mandate for the Sheriff's Office. However, part of the duty in working this operation is keep the peace, (ARS11-441) which is a mandated function of the Sheriff's Office.

PRIMARY FUNDING SOURCE:

Funding Year:	<input type="text" value="2013/Reallocation"/>	Federal Funds 332.100	<input type="text" value="189,000"/>
		State Funds 336.100	<input type="text"/>
		County Funds 391.000	<input type="text"/>
		Other Funds:	<input type="text"/>
		Total Funds:	<input type="text"/>
Funding Year:	<input type="text"/>	Federal Funds 332.100	<input type="text"/>
		State Funds 336.100	<input type="text"/>
		County Funds 391.000	<input type="text"/>
		Other Funds:	<input type="text"/>
		Total Funds:	<input type="text"/>
Funding Year:	<input type="text"/>	Federal Funds 332.100	<input type="text"/>
		State Funds 336.100	<input type="text"/>
		County Funds 391.000	<input type="text"/>
		Total Revenue:	<input type="text"/>

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature:  _____
Kerl Foster

Board Approval: _____

Date _____

Print Form

Submit by Email to Finance

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100
 State Funds 336.100
 County Funds 391.000
 Other Funds:
 Total Funds:

Funding Year: Federal Funds 332.100
 State Funds 336.100
 County Funds 391.000
 Other Funds:
 Total Funds:

Funding Year: Federal Funds 332.100
 State Funds 336.100
 County Funds 391.000
 Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Mileage subsidy \$11,336 = difference between Fleet cost of 69¢/mile + reimbursement at 44.5¢/mile,

$$\begin{array}{r} \$20,590 @ 44.5/ \\ = 46,269.166 \text{ miles} \\ \times .445 \\ \hline \$11,336.07 \end{array}$$

Klein, Lois E

From: Servia, Rea Anne
Sent: Friday, April 24, 2015 9:36 AM
To: Servia, Rea Anne; Klein, Lois E
Cc: Vlahovich, Jim; Smith, Thad
Subject: RE: Stonegarden 130412-04 \$189,000.00

Ok Everyone ☺

\$168,410.00 is for OT/ERE and \$20,590.00 is for Mileage. I would request budget setup as below

Overtime	201-3000-XXXX-401.600	\$112,700.00
OASI	201-3000-XXXX-402.100	\$ 8,622.00
PSRS	201-3000-XXXX-402.400	\$ 44,315.00
WC	201-3000-XXXX-402.600	\$ 2,773.00
Fleet	201-3000-XXXX-420.000	\$ 20,590.00

Now, you will notice the PSRS amount is only 39.32%, due to the fact that retirement will include dispatchers (only 11.47%).

The way the Stonegarden budget works, is they (DOHS) allocate X amount of dollars for overtime (which includes ERE) and mileage. The mileage is a set amount, the overtime is adjustable between the OT and ERE, so we move the dollars around to suit our budget.

Thank you.

ReaAnne Servia,
Administrative Manager
Cochise County Sheriff's Office
205 N. Judd Drive . Bisbee, AZ 85603
Phone (520) 432-9515
Fax (520) 432-3517

From: Servia, Rea Anne
Sent: Friday, April 24, 2015 9:11 AM
To: Klein, Lois E
Cc: Vlahovich, Jim; Smith, Thad
Subject: RE: Stonegarden

I have sent the request to DOHS, I will respond as soon as I hear back.

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015

Title 36 Mental Health Services, New Provider Contract with CHSS & UHS of Tucson, LLC, dba; Palo Verde Behavioral Health, a Delaware Limited Liability

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Mary Gomez

TITLE of PRESENTER: Health Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?: ADHS

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the new Provider Contract, Title 36 Mental Health Services, between Cochise Health & Social Services and UHS of Tucson, LLC, dba; Palo Verde Behavioral Health, a Delaware Limited Liability Company, which is a Level 1 inpatient psychiatric facility, effective April 28, 2015 through June 30, 2016, unless further extended pursuant to the provisions of Article 7.

Background:

Cochise Health & Social Services is pleased to enter into this agreement with its newly expanded bed capacity. Since the SEABHS psychiatric facility closed in Benson a few years back, Cochise County has been without a Level 1 facility and patients have to be transferred for care to Tucson and beyond. If the agreement with Canyon Vista in Sierra Vista is approved, this will help greatly with our T36 population, but we will still have some cases that need to be transferred to Tucson. For those cases, UHS of Tucson, LLC, dba; Palo Verde Behavioral Health, a Delaware Limited Liability Company will provide Title 36 pre-screening, evaluation, inpatient, treatment, report writing and testimony services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes and any other current and future applicable statutes, rules and regulations.

It is understood that neither the County nor Palo Verde Behavioral Health assumes any duty or obligation to provide or pay for medical or mental health treatment, but only for screening and evaluation services and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e., non-evaluation costs, such as physical medical treatment) incurred by a patient before, during or after screening and evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider.

All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this Agreement will prevent Cochise County from entering into the Title 36 services program for with Palo Verde Behavioral Health and patients will continue to be transported to Tucson and beyond for services.

To BOS Staff: Document Disposition/Follow-Up:

Two originals will be sent to the BOS for signature before 4/28/15. a fully executed original will be sent to the Clerk of the Board for filing.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1: 100-6000-6210-431-322

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: CHSS

Fiscal Impact & Funding Sources (if known):

100-6000-6210-431.322 is the fund line. Rates are competitive with Tucson facilities at \$900 per day and daily hospital rate includes professional fees excluding the evaluation(s). Actual payments for Title 36 services in FYE 14 were \$123k and \$303k in FYE 13. Significant savings will be realized in transport costs for inmates in need of these services if they can be provided locally, so Palo Verde will be used only for overflow if the Canyon Vista agreement is approved.

Attachments

T36 Palo Verde Contract

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? Yes No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Second Grantor: n/a

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature: J. Steiger

Board Approval: _____ Date _____

[Print Form](#)

[Submit by Email to Finance](#)

Please e-mail completed form to FinanceIdevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number: HLT

Recommendation:

Approve the new Provider Contract, Title 36 Mental Health Services, between Cochise Health & Social Services and UHS of Tucson, LLC, dba; Palo Verde Behavioral Health, a Delaware Limited Liability Company, which is a Level 1 inpatient psychiatric facility, effective 4/28/15 thru 6/30/15, unless further extended pursuant to the provisions of Article 7.

Background:

Cochise Health & Social Services is pleased to enter into this agreement with its newly expanded bed capacity. Since the SEABHS psychiatric facility closed in Benson a few years back, Cochise County has been without a Level 1 facility and patients have to be transferred for care to Tucson and beyond. If the agreement with Canyon Vista in Sierra Vista is approved, this will help greatly with our T36 population, but we will still have some cases that need to be transferred to Tucson. For those cases, UHS of Tucson, LLC, dba; Palo Verde Behavioral Health, a Delaware Limited Liability Company will provide Title 36 pre-screening, evaluation, inpatient, treatment, report writing and testimony services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes and any other current and future applicable statutes, rules and regulations.

It is understood that neither the County nor Palo Verde Behavioral Health assumes any duty or obligation to provide or pay for medical or mental health treatment, but only for screening and evaluation services and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e., non-evaluation costs, such as physical medical treatment) incurred by a patient before, during or after screening and evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider.

All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.

Fiscal Impact & Funding Sources: 100-6000-6210-431.322 is the fund line. Rates are competitive with Tucson facilities and daily hospital rate includes professional fees excluding the evaluation(s). Actual payments for Title 36 services in FYE 14 were \$123k and \$303k in FYE 13. Significant savings will be realized in transport costs for inmates in need of these services if they can be provided locally, so Palo Verde will be used only for overflow if the Canyon Vista agreement is approved.

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this Agreement will prevent Cochise County from entering into the Title 36 services program for with Palo Verde Behavioral Health and patients who require T36 services in Tucson would have to be placed in a non-contracted facility with higher rates.

**PROVIDER CONTRACT
TITLE 36 MENTAL HEALTH SERVICES
BETWEEN
COCHISE COUNTY AND
UHS OF TUCSON, LLC, DBA PALO VERDE BEHAVIORAL HEALTH**

This agreement is between UHS of Tucson, LLC, DBA: Palo Verde Behavioral Health, a Delaware Limited Liability Company, hereinafter called "Provider", and the COUNTY OF COCHISE, a political subdivision of the State of Arizona, hereinafter called "County".

RECITALS

- A. Pursuant to A.R.S. §36-545.06, the County is obligated, in certain circumstances, to make available and pay for mental health screenings and evaluations for commitment of proposed patients who reside in Cochise County and those who were found in Cochise County prior to hospitalization.
- B. County and Provider desire to act jointly and cooperatively in developing and implementing a unified, cohesive and well integrated system of mental health services in Cochise County.
- C. County has the authority to enter into this agreement with the Provider for the provision of mental health services pursuant to A.R.S. § 11-251, 36-545.04, 36-545.06 and 36-545.07.
- D. Provider operates a level 1, inpatient psychiatric facility at 2695 N. Craycroft Road, Tucson, 85712, staffed by professionals qualified to perform evaluations of individuals to determine whether a Title 36 Court Order is appropriate.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, Provider and County agree as follows:

ARTICLE 1
TERM

- 1. This Agreement shall become effective _____ and terminate on June 30, 2016, unless further extended pursuant to the provisions of Article 7. All parties hereto acknowledge that this Agreement is subject to cancellation by the County, pursuant to the provisions of Section 38-511 of the Arizona Revised Statutes.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 Provider will provide Title 36 evaluation services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes and any other current and future applicable statutes, rules and regulations.

It is understood that neither the County nor the Provider assumes any duty or obligation to provide or pay for medical or mental health treatment, but only for evaluation services and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e. non-evaluation costs, such as physical medical treatment) incurred by a patient before, during or after evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider.

- 2.2 All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.
- 2.3 County shall retain financial responsibility for the costs of evaluation services, court-appointed defense attorneys and actual court proceeding expenses for commitment actions brought under Title 36, Chapter 5, Article 4 and 5 of the Arizona Revised Statutes (A.R.S. §36-520 et seq and 36-533 et seq., respectively). Mental health services from the Provider shall not include independent evaluators.
- 2.4 Licenses: Provider certifies that it has procured and shall maintain all permits and licenses required in order to conduct business lawfully; and that it shall remain informed of and in compliance with all federal, state and local laws, ordinances and regulations that effect in any manner Provider's fulfillment of the contract.

ARTICLE 3
REIMBURSEMENT

- 3.1 The County agrees that it will reimburse the Provider for the costs associated with providing services to the County as follows:

In-patient services for evaluation, treatment, report writing and testimony, at the rate of Nine Hundred USD (\$900) per day; plus one hundred and sixty dollars (\$160 USD) per psychiatric evaluation; said inpatient services shall be paid from the date of the filing of a Petition for Evaluation, up to and including the day before court ordered treatment, change to voluntary status or release from evaluation, or in any case where a patient is covered by AHCCCS, County will be responsible for the first three days for court ordered evaluation, with the remaining stay billable to the RBHA.

If patient requires one-on-one monitoring during the Court Ordered Evaluation then County will pay One Thousand USD (\$1,000) per day up to the COT.

Invoices received by the County more than six (6) months following the date of service will not be paid pursuant to A.R.S. § 11-622.

3.2 Reimbursement for services shall be invoiced monthly to:

Mary Gomez, Director of Cochise Health & Social Services
1315 Melody Lane, Building A
Bisbee, AZ 85603

AND

Invoices will be payable on a monthly basis to:

Richard England
Chief Financial Officer
2695 N. Craycroft Rd.
Tucson, AZ 85712

3.3 No later than 150 days after the end of the fiscal year, June 30, 2016, Provider shall complete a certified independent financial audit.

3.4 The Provider agrees that the maximum amount payable under this contract for services and fixed costs will not exceed One Half Million Dollars (\$500,000.00 USD) per contract year.

ARTICLE 4 INDEMNIFICATION AND INSURANCE

4.1 To the extent allowed by law, Provider shall defend, indemnify, and hold harmless Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or sub Providers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider agrees to waive all rights of subrogation against Cochise County, its officers, officials, agents and employees for losses arising from the work performed by the Provider for Cochise County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in the above paragraph.

- 4.2 Provider shall procure and maintain, until all of its obligations have been discharged under the Contract, 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 Provider, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Provider from liabilities that might arise out of the performance of the work under this contract by the Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance.

- A. Provider shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Damage to Rented Premises \$50,000
 - Each Occurrence \$1,000,000
- a. The policy *shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.*
- b. *Provider must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse/Molestation coverage is included." Policies/certificates stating that "Sexual Abuse/Molestation coverage is not excluded" do not meet this requirement.*
- c. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: *"Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Provider."* Such additional insured shall be covered to the full limits of liability purchased by the Provider, even if those limits of liability are in excess of those required by this Contract.

- d. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of "Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Provider.

2. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of "Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Provider.

3. Professional Liability (Errors and Omissions Liability)

Each Claim \$ 1,000,000
Annual Aggregate \$ 3,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.
- c. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. The policies shall include, or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions:

1. The Provider's policies shall stipulate that the insurance afforded the Provider shall be primary insurance and that any insurance carried by the County, and its agents, officials employees or the County shall be excess and not contributory insurance.

2. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

4.3 The Provider's breach of the above-mentioned indemnification and insurance provisions shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Cochise County.

The Provider agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Provider agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

4.4 Provider shall provide Certificates of Insurance to the County evidencing that Provider is in compliance with the insurance requirements before work commences under the Contract. Provider shall use commercially reasonable efforts to ensure that no policy shall expire, be cancelled or changed without thirty (30) days written prior notification of the County. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificates of Insurance. Prior to commencing services, the Certificates of Insurance shall identify this contract and shall be sent directly to Cochise County, at the address listed in Section 5.1(b).

ARTICLE 5 NOTICES

5. Any written notices required by the Agreement shall be addressed as follows:

a. Notices to County shall be addressed and mailed as follows:

Mary Gomez, Director – Cochise County Health Services
1415 Melody Lane, Bldg. A
Bisbee, Arizona 85603

b. Notices to Provider shall be addressed and mailed as follows:

Richard England
Chief Financial Officer
2695 N. Craycroft Rd.
Tucson, AZ 85712

ARTICLE 6
RECORD KEEPING AND AUDITS

- 6.1 Provider shall provide to County monthly utilization reports indicating individuals served and number and type of services provided by the twentieth (20th) day of each month.
- 6.2 Provider shall provide to County annual Certified Independent Audits of Provider and subcontracted agencies for cost based reconciliation purposes within one hundred fifty (150) days of Provider fiscal year end (June 30).
- 6.3 Provider agrees to maintain all records associated with this Agreement for a period of at least five (5) years. County and Provider agree to maintain and furnish each other such records and documents pertaining to the services provided pursuant to this Agreement, both medical and non medical, as may be required by applicable Federal and State laws, rules and regulations. County and Department agree to facilitate the information and record exchanges necessary to Quality Management, Utilization Management or other programs required for their mutual benefit.
- 6.4 Provider shall allow County or county's designee reasonable access during regular business hours to specified health and medical records and any requested financial books, records or documents.
- 6.5 Provider will meet with County staff each month to review contract services to date; Provider will represent County as the Title 36 Provider at Community Mental Health Coalition meetings wherein Title 36 services are an issue and will provide a summary at the monthly County meetings.

ARTICLE 7
EXTENSIONS, AMENDMENTS AND TERMINATION

- 7.1 This document contains the entire Agreement of the parties and may not be changed orally. Any change, modification or extension of the Agreement must be in the form of a written amendment to this Agreement, signed by both parties hereto.
- 7.2 The parties may, by an amendment signed by both parties, extend this Agreement for additional two (2) year periods, not to exceed five (5) years. To be effective, an amendment extending the term of this Agreement must be executed by both parties at least sixty (60) days prior to the expiration of the current term. If not, this Agreement shall terminate on June 30 of the then current term.
- 7.3 Either party may terminate this Contract at any time, with ninety (90) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail to the other party's official mailing address.
- 7.4 This contract is not assignable, the County reserves the right to terminate this Contract, without notice, in the event that the Agency sells, transfers or conveys ownership of the facility and/or if the Agency fails to perform its duties in accordance with this Contract.

ARTICLE 8
NON-DISCRIMINATION

8. Both County and Provider shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975; and the Federal Executive Order 112456, State Executive Order No. 7505; and A.R.S. § 41-1461 et seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. Both County and Provider shall comply with Section 503 of 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. Both county and Provider shall comply with title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in services pursuant to this Agreement on the basis of race, color or national origin. Both County and Provider 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 services pursuant tot his Agreement and with the provisions of the Americans with Disabilities Act of 1990, as amended.

ARTICLE 9
RELATIONSHIP OF PARTIES

9. Provider is an independent contractor of the County. Provider represents that he has or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. It is further agreed by Provider that Provider shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

ARTICLE 10
MISCELLANEOUS

- 10.1 The parties agree that all of the conditions set forth herein are material to the Agreement and a breach of any condition is a breach of the Agreement.
- 10.2 Each Article of this Agreement stands alone. Any Article of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, without invalidating the remainder of the Agreement.
- 10.3 The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and

complete performance of the same or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

- 10.4 Captions and headings are for index purposes only and shall not be used in construing this Agreement.
- 10.5 This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.
- 10.6 If any provision of this Agreement shall conflict with any provisions of the exhibits hereto, the provisions of the exhibits or modifications shall prevail.
- 10.7 The Provider and the County have read this Agreement and agree to be bound by all of its terms; and further agree that it constitutes the entire Agreement between the two parties and may only be modified by a written mutual Agreement signed by both parties.
- 10.8 The Provider shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any attempt to assign shall be void.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement, inclusive of the attached Fee Addendum, as indicated below:

UHA of Tucson, LLC, DBA: Palo Verde Behavioral Health

SIGNATURE  DATE 03/19/15
Chief Executive Officer

Cochise County Health and Social Services

SIGNATURE _____ DATE _____
Mary Gomez, Director

Cochise County Board of Supervisors

SIGNATURE _____ DATE _____
Patrick Call, Chairman – Cochise County Board of Supervisors

Attest:

Arlene G. Rios, Clerk of the Board

Date: _____

Approved as to form:

Deputy County Attorney

Date: _____

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015
 New ADHS MOU - Sharing of Hospital Discharge Data
Submitted By: Jennifer Steiger, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

NAME of PRESENTER: Mary Gomez
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: Health Director
Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information**Agenda Item Text:**

Approve a Memorandum of Understanding for Sharing of Hospital Discharge Data, between Cochise Health & Social Services and the Arizona Department of Health Services, for a period of three years through April 27, 2018, unless terminated, cancelled or extended as provided for within the agreement.

Background:

Purpose: Subject to availability of data and ADHS resources, ADHS agrees to provide CHSS with Hospital Discharge Data as defined in this MOU in a mutually agreeable format. Sharing of this information will allow CHSS to collect, and eventually analyze data on the health and well being of Cochise County residents, current health trends, concerns, needs, improvements and other areas. It will be a highly valuable tool for CHSS in future public health endeavors. Exceptions - Both parties agree that CHSS does not require, and ADHS shall not provide CHSS (except upon specific request) with data files containing any of the following information related to any individual county resident: (i) signatures, telephone numbers, e-mail addresses; (ii) employee identification numbers, passwords or PINs, credit report information, answers to security questions and other similar personal identifiers; (iii) individual's government-issued identification number (including driver's license number or state-issued identified number); and (iv) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account or accounts. Selection Criteria - ADHS will select records to give to CHSS if the record meets this criterion: for residents within Cochise County, registered within Cochise County, submitted by a facility within Cochise County, or remains transported within Cochise County for inclusion. Data elements that ADHS will provide in the data sets may include any data element permitted by this MOU and that is specifically requested by CHSS for inclusion. Data Requests - To request data CHSS must submit a request in writing to ADHS. Following initial release of data under this MOU, CHSS may request updated data as need

Department's Next Steps (if approved):

Your approvals are respectfully requested

Impact of NOT Approving/Alternatives:

CHSS will not be able to enter into this highly valuable data sharing agreement with ADHS, allowing for CHSS to collect and analyze important health related statistical data in regards to Cochise County, its residents, and the current health trends of our population.

To BOS Staff: Document Disposition/Follow-Up:

Two originals will be sent to the BOS for signature 4/20/15. A fully executed original will be sent to the Clerk of the BOS for filing purposes.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2014-2018

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: n/a

Fiscal Impact & Funding Sources (if known):

There is no fiscal impact to Cochise County.

Attachments

AHDS MOU HDD 4-15

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No

Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? Yes No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

Purpose: Subject to availability of data and ADHS resources, ADHS agrees to provide CHSS with Hospital Discharge Data as defined in this MOU in a mutually agreeable format.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature: J. STEIGER

Board Approval: _____

Date _____

[Print Form](#)

[Submit by Email to Finance](#)

Please e-mail completed form to FinanceIdevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number: HLT

Recommendation:

Approve the new MOU, Sharing of Hospital Discharge Data, between Cochise Health & Social Services and the Arizona Department of Health Services, for a period of three (3) years thru 4/27/2018, beginning after approval, unless terminated, cancelled or extended as provided for within the agreement.

Background:

Purpose: Subject to availability of data and ADHS resources, ADHS agrees to provide CHSS with Hospital Discharge Data as defined in this MOU in a mutually agreeable format. Sharing of this information will allow CHSS to collect, and eventually analyze data on the health and well being of Cochise County residents, current health trends, concerns, needs, improvements and other areas. It will be a highly valuable tool for CHSS in future public health endeavors.

Exceptions - Both parties agree that CHSS does not require, and ADHS shall not provide CHSS (except upon specific request) with data files containing any of the following information related to any individual county resident: (i) signatures, telephone numbers, e-mail addresses; (ii) employee identification numbers, passwords or PINs, credit report information, answers to security questions and other similar personal identifiers; (iii) individual's government-issued identification number (including driver's license number or state-issued identified number); and (iv) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account or accounts.

Selection Criteria - ADHS will select records to give to CHSS if the record meets this criterion: for residents within Cochise County, registered within Cochise County, submitted by a facility within Cochise County, or remains transported within Cochise County for inclusion. Data elements that ADHS will provide in the data sets may include any data element permitted by this MOU and that is specifically requested by CHSS for inclusion.

Data Requests - To request data CHSS must submit a request in writing to ADHS. Following initial release of data under this MOU, CHSS may request updated data as needed.

Fiscal Impact & Funding Sources: There is no fiscal impact to Cochise County.

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Your approval is respectfully requested.

Impact of Not Approving:

CHSS will not be able to enter into this highly valuable data sharing agreement with ADHS, allowing for CHSS to collect and analyze important health related statistical data in regards to Cochise County, its residents, and the current health trends of our population.

**MEMORANDUM OF UNDERSTANDING
FOR THE SHARING OF HOSPITAL DISCHARGE DATA
BETWEEN
ARIZONA DEPARTMENT OF HEALTH SERVICES
AND
COCHISE HEALTH AND SOCIAL SERVICES**

WHEREAS, the Arizona Department of Health Services (ADHS) is a division of the State of Arizona established to promote and protect public health and welfare through the operation of health related programs within the state.

WHEREAS, Cochise Health & Social Services (CHSS) is a division of Cochise County government established to promote and protect public health and welfare through the operation of health related programs within the county.

WHEREAS, CHSS is a public health authority pursuant to the requirements of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (HIPAA) and applicable law.

WHEREAS, ADHS and CHSS recognize the need to set forth and define the terms under which ADHS will provide data files to CHSS containing public health records for the development of community health profiles and other general public health surveillance activities and Public Health Practice performed by CHSS.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this Memorandum of Understanding (MOU), CHSS and ADHS mutually agree as follows:

1. **DEFINITIONS**. Capitalized terms used herein shall have the meanings set forth in this Section 1.
 - 1.1 "**Authorized Persons**" means CHSS employees or contractors who have a need to know or otherwise access Personally Identifying Information to enable CHSS to perform its mission in conformance with the requirements of this MOU and who are bound in writing by confidentiality obligations sufficient to protect Personally Identifying Information in accordance with the terms and conditions of this MOU and applicable law.
 - 1.2. "**Hospital Discharge Data**" means the health information organized and maintained by ADHS from hospital discharge reports received by ADHS under A.A.C. R9-11-402 and A.A.C. R9-11-502 and applicable law, including, but not limited to, patient names, mailing addresses and geocodes, dates of birth, gender, race, ethnicity, discharge status, disease codes, procedures performed and such other Hospital Discharge

information reported to ADHS under applicable law. Hospital discharge data is limited to records of inpatient stays and emergency department visits.

- 1.3. **"Personally Identifying Information"** means information provided to CHSS by, or at the direction of, ADHS that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). ADHS' business contact information is not by itself deemed to be Personal Information.
- 1.4. **"Public Health Practice"** means interventions designed solely to enhance the well-being of the specific subject population identified in this MOU, and which have reasonable expectation of success.
- 1.5. **"Research"** means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this MOU, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.
- 1.6. **"Security Breach"** means: (i) any act or omission that materially compromises either the security, confidentiality or integrity of Personally Identifying Information or the physical, technical, administrative or organizational safeguards put in place by CHSS or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of CHSS or any Authorized Persons or a breach or alleged breach of this MOU relating to such privacy practices.

2. PURPOSE AND SCOPE OF AGREEMENT

2.1. Purpose

Subject to availability of data and ADHS resources, ADHS agrees to provide CHSS with Hospital Discharge Data as defined in section 2.2.1 of this MOU in a mutually agreeable format.

2.2. Scope

Section 2.1 notwithstanding, the Parties agree that CHSS does not require, and ADHS shall not provide CHSS (except upon specific request) with data files containing any of the following information related to any individual county resident: (i) signatures, telephone numbers, e-mail addresses; (ii) employee identification numbers, passwords or PINs, credit report information, answers to security questions

and other similar personal identifiers; (iii) individual's government-issued identification number (including driver's license number or state-issued identified number); and (iv) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account or accounts.

2.2.1. Selection Criteria

ADHS will select records to give to CHSS if the record meets this criterion: for residents within Cochise County, registered within Cochise County, submitted by a facility within Cochise County, or remains transported within Cochise County for inclusion. Data elements that ADHS will provide in the data sets may include any data element permitted by this MOU and that is specifically requested by CHSS for inclusion.

2.2.2. Data Requests

To request data CHSS must submit a request in writing to ADHS. Following initial release of data under this MOU, CHSS may request updated data as needed.

2.3. Inadvertent Disclosure

In the event that CHSS is inadvertently provided with data files containing any of the information listed in subsection 2.2, CHSS will notify ADHS of the disclosure and delete or destroy such data files upon ADHS's request.

3. NO SUPERSESION OF PAST AGREEMENTS

This MOU is not intended to and **shall not** supersede or replace any currently valid MOU in place between CHSS and ADHS.

4. TERM OF THE AGREEMENT

The Term of this MOU shall commence upon signature of both parties and shall continue for a period of five (5) years thereafter, unless terminated, or canceled as otherwise provided herein.

5. CONTRACT EXTENSION

This MOU shall not exceed a total of five (5) years from the effective date of the MOU.

6. TERMINATION

6.1. This MOU remains in effect as provided in Sections 4 and 5 or until the MOU

is otherwise terminated under the following terms and conditions:

6.1.1. Termination without Cause

Both ADHS and CHSS may terminate this MOU at any time with thirty (30) calendar days' notice, in writing, specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

6.1.2. Termination for Default

The ADHS reserves the right to terminate the MOU in whole or in part due to the failure of CHSS to comply with any material obligation, term or condition of this MOU. ADHS agrees to provide CHSS with written notice detailing the area of alleged lack of compliance or non-performance and to provide CHSS with thirty (30) days to correct the alleged lack of compliance or non-performance prior to termination for default.

6.1.3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, ADHS may cancel this MOU within three (3) years after MOU execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the MOU on behalf of ADHS is, or becomes at any time while the MOU or an extension of the MOU are in effect, an employee of or a consultant to any other party to this MOU with respect to the subject matter of the MOU. The cancellation shall be effective upon receipt of the written notice of cancellation, unless the notice specifies a later time.

7. SECURITY OF CONFIDENTIAL INFORMATION

7.1. CHSS shall monitor the use of all Hospital Discharge Data disclosed by ADHS under this MOU, including but not limited to Personal Identifying Information, and to carefully restrict the use and disclosure of such information as provided for herein.

7.2. Survival of Duty to Protect Confidential Information

It is understood and agreed by the Parties that the obligations set forth in this Section 7, shall survive the expiration or termination of this MOU, except as expressly provided for herein.

7.3. Minimum Safeguards for PHI

CHSS shall carefully restrict use and access of ADHS Personally Identifying Information solely to Authorized Persons and shall ensure that CHSS implements the following minimum safeguards to prevent a Security Breach in a manner consistent with the requirements of this MOU or applicable law. CHSS safeguards shall, at the

minimum, require that CHSS and its Authorized Persons:

- 7.3.1. Prohibit Personally Identifying Information supplied under the terms of this MOU from being released or disclosed to anyone not working on CHSS data collection and analysis as an Authorized Person.
- 7.3.2. Ensure that any Authorized Persons, including any agent, or subcontractor to CHSS, to whom CHSS provides confidential medical information, or Personally Identifying Information under this MOU, agrees to the same restrictions and conditions that apply through this MOU to CHSS with respect to such information.
- 7.3.3. Secure all printouts containing individual identifiers or confidential data in a locked vault, file cabinet or other method reasonably necessary to protect the confidential information.
- 7.3.4. Store all Hospital Discharge Data shared pursuant to this MOU only on secured servers or encrypted devices within CHSS, which, at the termination of this MOU, shall be securely deleted upon the conclusion of this MOU consistent with the requirements of this MOU and applicable law.
- 7.3.5. Provide ADHS with a description of the security measures that are in place to maintain the confidentiality of the data being received under this MOU. CHSS will consider the items described in the document titled "Security Considerations for Applicants" prepared by the ADHS HSRB (See http://www.azdhs.gov/ops/oacr/documents/HSRB_SecurityChecklist.pdf).
- 7.3.6. Provide ADHS, upon request, with a current list of Authorized Persons, and evidence that all Authorized Persons who have access to the Hospital Discharge Data shared under this MOU have participated in any required training and signed any documents that are necessary to keep both CHSS and ADHS in compliance with HIPAA, including but not limited to, Business Associate Agreement, user confidentiality affirmation statement, HIPAA training certification or other HIPAA related compliance documents, if applicable.
- 7.3.7. Provide or continue to provide the ADHS with a copy of CHSS's procedure for the notification of ADHS of any Security Breach, which shall include a requirement that any user of the Hospital Discharge Data shared under this MOU shall immediately notify a designated individual at CHSS of any known or reasonably suspected Security Breach.
- 7.3.8. Maintain a log of all encrypted devices and identification numbers of those devices that are authorized to transmit, receive or store the Hospital Discharge Data shared under this MOU, until the data is destroyed. The ADHS may request a copy of the log at any time during the term of the MOU or until the data is destroyed.

- 7.3.9. Make clear to all Authorized Persons and other CHSS employees with a need to know that CHSS is prohibited from storing Hospital Discharge Data on non-encrypted flash drives, CDs, external drives, smart phones or other non-networked hard drives.
- 7.3.10. Provide ADHS prompt proof of the complete destruction of the original data and any copies or subsidiary data sets containing Personally Identifying Information that are developed from the original data upon the conclusion of this MOU or at such time that such destruction is required by applicable law.
- 7.3.11. Take all reasonable steps to ensure that Authorized Persons who have access to the Hospital Discharge Data shared under this MOU shall maintain the same in strict confidence after the termination of this MOU; provided that CHSS's obligations hereunder shall not apply to information that:
- 7.3.11.1.1. Was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or
 - 7.3.11.1.2. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
 - 7.3.11.1.3. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or
 - 7.3.11.1.4. Is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation (ORDER), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that information necessary to comply with said ORDER.

7.4. Security Breach

In the event of a Security Breach, pursuant to A.R.S. § 44-7501, CHSS and ADHS agree to collaborate with each other on the investigation, mitigation, remediation and, if necessary, breach notification of citizens. Pursuant to A.R.S. § 41-3507, CHSS and ADHS shall notify the Arizona Strategic Enterprise Technology (ASET) Statewide Information Security and Privacy Office (SISPO) immediately upon becoming aware or receiving notice of a Security Breach.

8. NON-DISCRIMINATION

The Parties shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment

opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

9. RECORDS AND RIGHT OF INSPECTION

Under A.R.S. § 35-214 and § 35-215, CHSS shall retain all data and other records ("records") relating to the MOU for a period of five (5) years after the completion of the MOU. All records shall be subject to inspection and audit by ADHS at reasonable times. CHSS shall provide ADHS the right of access to CHSS and those servers or drives used for the storage of Personally Identifying Information, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this MOU.

10. ARBITRATION

The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518

11. AMENDMENT OR MODIFICATIONS

No amendment or modifications to this MOU, including any amendment or modification of this Section, shall be effective unless the same is in writing signed by the Parties.

12. ARIZONA LAW

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

13. RELATIONSHIP OF PARTIES

CHSS warrants that it is acting as an independent entity under this MOU. Neither party to this MOU shall be deemed to be the employee or agent of the other party to the MOU.

14. SEVERABILITY

The Provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU.

15. NO PAROLE EVIDENCE

This MOU is intended by the parties to be 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.

16. NO WAIVER

Either Party's failure to insist on strict performance of any term or condition of the MOU 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.

17. HEADINGS

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

18. ADVERTISING AND PROMOTION OF CONTRACT

CHSS shall not advertise, publish, or re-release any information for commercial benefit concerning this MOU without the prior written approval of an ADHS Procurement Officer and the ADHS Human Subject Review Board (HSRB).

19. DATA USE AND OWNERSHIP

- 19.1 CHSS will use the Hospital Discharge Data exclusively for (i) community health profiles; (ii) health surveillance activities; (iii) public health interventions designed solely to enhance the well-being of county residents.
- 19.2 CHSS must request approval from ADHS HSRB to use data for the development of research studies as defined in this MOU. If it is unclear to CHSS whether the data use is research or public health practice or both, then CHSS must request clarification from ADHS HSRB.
- 19.3 CHSS activities using the ADHS data that generate external papers, or publications for dissemination outside of CHSS must have specific written review and clearance from the data owner at ADHS before release. CHSS shall allow 30 calendar days for ADHS review.
- 19.4 ADHS shall be cited as the source of the data in all tables, reports, presentations, and scientific papers, and CHSS or its corresponding authors shall be cited as the source of interpretations, calculations, and/or manipulations of the data.
- 19.5 ADHS retains exclusive ownership of the data shared with CHSS under this MOU. Any release or modified re-release of data shared under this MOU requires prior ADHS approval.

20. NOTICES, CORRESPONDENCE AND REPORTS

20.1. Notices, correspondence and reports from CHSS to ADHS shall be sent to:

ARIZONA DEPARTMENT OF HEALTH SERVICES
Hospital Data Manager, Bureau of Public Health Statistics
150 N. 18th Avenue, Suite 550
Phoenix, AZ 85007
Phone: (602)542-8064

20.2. Notices, correspondence, and reports from ADHS to CHSS shall be sent to:

CHSS Director
Cochise Health and Social Services
Attn: CHSS Director
1415 Melody Lane, Bldg A
Bisbee, AZ 85603
Phone: 520-432-9404
Fax: 520-432-9480

Attn:

Phone:
Fax:

Signatures/Approvals:

Cochise County Board of Supervisors:

Arizona Department of Health Services:

Pat Call, Chairman

Chief Procurement Officer

Date: _____

Date: _____

Attestation:

By: _____

Name: _____

Arlthe Rios, Clerk of the Board,
Cochise County

Date: _____

MEMORANDUM OF UNDERSTANDING DETERMINATION

Re: Memorandum of Understanding, subject to availability of data and ADHS resources, ADHS agrees to provide Cochise Health & Social Services (CHSS) with Hospital Discharge Data on county residents in a mutually agreeable format; to request data CHSS must submit a request in writing to ADHS. Following initial release of data under this MOU, CHSS may request updated data no more often than every six months, the purpose of this MOU is collecting and analyzing health related demographics and statistical data in Cochise County, between the Cochise Health & Social Services and the Arizona Department of Health Services.

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise Health & Social Services by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this _____ day of _____, 2015.

BRIAN MCINTYRE
Cochise County Attorney

By: _____
Elda E. Orduno
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 04/28/2015
Title 36 Mental Health Services, New Provider Contract with CHSS & SVRHC/CVMC
Submitted By: Jennifer Steiger, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required
NAME of PRESENTER: Mary Gomez
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: Health Director
Source of Mandate or Basis for Support?: ADHS, CHSS

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the new Provider Contract, Title 36 Mental Health Services, between Cochise Health & Social Services and RCHP-Sierra Vista, Inc., dba Sierra Vista Regional Healthcare Center/Canyon Vista Medical Center, which is a Level 1 psychiatric facility, effective April 23, 2015 through April 22, 2018, unless further extended pursuant to the provisions of Article 7.

Background:

Cochise Health & Social Services is pleased to enter into this agreement with the new hospital facility and its newly built mental health wing. Since the SEABHS psychiatric facility closed in Benson a few years back, Cochise County has been without a Level 1 facility and patients have to be transferred for care to Tucson and beyond. In this agreement, RCHP-Sierra Vista, Inc., dba Sierra Vista Regional Healthcare Center/Canyon Vista Medical Center will provide Title 36 pre-screening and evaluation services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes and any other current and future applicable statutes, rules and regulations. In providing such services, SVRHC/CVMC will function as the Title 36 pre-petition screening agency for the County and, when appropriate, as the Title 36 evaluation agency for matters initiated by the County. To facilitate pre-petition screenings, all local law enforcement will be directed to transport any potential patient to the SVRHC/CVMC's emergency room. It is understood that neither the County nor SVRHC/CVMC assumes any duty or obligation to provide or pay for medical or mental health treatment, but only for screening and evaluation services and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e., non-evaluation costs, such as physical medical treatment) incurred by a patient before, during or after screening and evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider. All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this Agreement will prevent Cochise County from entering into the Title 36 services program for with SVRHC/CVMC and patients will continue to be transported to Tucson and beyond for services.

To BOS Staff: Document Disposition/Follow-Up:

BOS signature is required. Two originals sent to BOS for signature on 4/27/15. A fully executed original will be sent to the Clerk of the Board for filing purposes.

Budget Information

Information about available funds

Budgeted: <input checked="" type="checkbox"/>	Funds Available: <input checked="" type="checkbox"/>	Amount Available: \$325,000
Unbudgeted: <input type="checkbox"/>	Funds NOT Available: <input type="checkbox"/>	Amendment: <input type="checkbox"/>

Account Code(s) for Available Funds

1: 100-6000-6210-431.322

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

tbd

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: ADHS-CHSS

Fiscal Impact & Funding Sources (if known):

100-6000-6210-431.322 is the fund line. Rates are competitive with Tucson facilities and daily hospital rate includes professional fees excluding the evaluation(s). This new contract limits our total annual payments to \$500k vs. our current budget of \$325k. Actual payments for Title 36 services in FYE 14 were \$123k and \$303k in FYE 13. Significant savings will be realized in transport costs for inmates in need of these services if they can be provided locally. Will also be more convenient and less costly for public and legal defenders to work with clients who may require hospitalization, again saving time and travel expenses.

Attachments

T36 CHSS SVRHC-CVMC Contract 4-15

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? Yes No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE:

Funding Year:	<input type="text" value="2014-2015"/>	Federal Funds 332.100	<input type="text"/>
		State Funds 336.100	<input type="text"/>
		County Funds 391.000	<input type="text" value="325,000"/>
		Other Funds:	<input type="text"/>
		Total Funds:	<input type="text"/>
Funding Year:	<input type="text" value="2014-2015"/>	Federal Funds 332.100	<input type="text"/>
		State Funds 336.100	<input type="text"/>
		County Funds 391.000	<input type="text" value="325,000"/>
		Other Funds:	<input type="text"/>
		Total Funds:	<input type="text"/>
Funding Year:	<input type="text" value="2014-2015"/>	Federal Funds 332.100	<input type="text"/>
		State Funds 336.100	<input type="text"/>
		County Funds 391.000	<input type="text" value="325,000"/>
		Total Revenue:	<input type="text" value="325,000"/>

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature: J. Steiger

Board Approval: _____

Date _____

[Print Form](#)

[Submit by Email to Finance](#)

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number: HLT

Recommendation:

Approve the new Provider Contract, Title 36 Mental Health Services, between Cochise Health & Social Services and RCHP-Sierra Vista, Inc., dba Sierra Vista Regional Healthcare Center/Canyon Vista Medical Center, which is a Level 1 psychiatric facility, effective 4/23/15 thru 4/22/18, unless further extended pursuant to the provisions of Article 7.

Background:

Cochise Health & Social Services is pleased to enter into this agreement with the new hospital facility and its newly built mental health wing. Since the SEABHS psychiatric facility closed in Benson a few years back, Cochise County has been without a Level 1 facility and patients have to be transferred for care to Tucson and beyond. In this agreement, RCHP-Sierra Vista, Inc., dba Sierra Vista Regional Healthcare Center/Canyon Vista Medical Center will provide Title 36 pre-screening and evaluation services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes and any other current and future applicable statutes, rules and regulations.

In providing such services, SVRHC/CVMC will function as the Title 36 pre-petition screening agency for the County and, when appropriate, as the Title 36 evaluation agency for matters initiated by the County. To facilitate pre-petition screenings, all local law enforcement will be directed to transport any potential patient to the SVRHC/CVMC's emergency room.

It is understood that neither the County nor SVRHC/CVMC assumes any duty or obligation to provide or pay for medical or mental health treatment, but only for screening and evaluation services and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e., non-evaluation costs, such as physical medical treatment) incurred by a patient before, during or after screening and evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider.

All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.

Fiscal Impact & Funding Sources: 100-6000-6210-431.322 is the fund line. Rates are competitive with Tucson facilities and daily hospital rate includes professional fees excluding the evaluation(s). This new contract limits our total annual payments to \$500k vs. our current budget of \$325k. Actual payments for Title 36 services in FYE 14 were \$123k and \$303k in FYE 13. Significant savings will be realized in transport costs for Inmates in need of these services if they can be provided locally. Will also be more convenient and less costly for public and legal defenders to work with clients who may require hospitalization, again saving time and travel expenses.

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this Agreement will prevent Cochise County from entering into the Title 36 services program for with SVRHC/CVMC and patients will continue to be transported to Tucson and beyond for services.

**PROVIDER CONTRACT
TITLE 36 MENTAL HEALTH SERVICES
BETWEEN
COCHISE COUNTY AND
SIERRA VISTA REGIONAL HEALTHCARE CENTER/
CANYON VISTA MEDICAL CENTER**

This agreement is between RCHP-Sierra Vista, Inc., d/b/a Sierra Vista Regional Healthcare Center/Canyon Vista Medical Center, an Arizona for profit corporation authorized to do business in Arizona,, hereinafter called "Provider", and the COUNTY OF COCHISE, a political subdivision of the State of Arizona, hereinafter called "County".

RECITALS

- A. Pursuant to A.R.S. § 36-545.-04 and §36-545.06, the County is obligated, in certain circumstances, to make available and pay for mental health screenings and evaluations for commitment of proposed patients who reside in Cochise County and those who were found in Cochise County prior to hospitalization;
- B. County and Provider desire to act jointly and cooperatively in developing and implementing a unified, cohesive and well integrated system of mental health services in Cochise County.
- C. County has the authority to enter into this agreement with the Provider for the provision of mental health services pursuant to A.R.S §11-251, and 36-545.06.
- D. Provider operates inpatient services in Sierra Vista, staffed by professionals qualified to perform pre-petition screenings and evaluations of individuals to determine whether a Title 36 proceedings are appropriate.
- E. Provider operates a psychiatric health facility in Sierra Vista, which is a Level 1 facility.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, Provider and County agree as follows:

ARTICLE 1
TERM

- 1. This Agreement shall become effective 4/23/15 and terminate on 4/22/18, unless further extended pursuant to the provisions of Article 7. All parties hereto acknowledge that this Agreement is subject to cancellation by the County, pursuant to the provisions of Section 38-511 of the Arizona Revised Statutes.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 Provider will provide Title 36 pre-screening and evaluation services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes and any other current and future applicable statutes, rules and regulations. In providing such services, Provider will function as the Title 36 pre-petition screening agency for the County and, when appropriate, as the Title 36 evaluation agency for matters initiated by the County.

To facilitate pre-petition screenings, all local law enforcement will be directed to transport any potential patient to the Sierra Vista Regional Health Center's/Canyon Vista Medical Center's emergency room.

It is understood that neither the County nor the Provider assumes any duty or obligation to provide or pay for medical or mental health treatment, but only for screening and evaluation services and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e. non-evaluation costs, such as physical medical treatment) incurred by a patient before, during or after screening and evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider.

- 2.2 All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.
- 2.3 County shall retain financial responsibility for the costs of pre-petition screening, evaluation services, court-appointed defense attorneys and actual court proceeding expenses for commitment actions brought under Title 36, Chapter 5, Article 4 and 5 of the Arizona Revised Statutes (A.R.S. §36-520 et seq. and 36-533 et seq., respectively). Mental health services from the Provider shall not include independent evaluators.
- 2.4 Licenses: Provider certifies that it has procured and shall maintain all permits and licenses required in order to conduct business lawfully; and that it shall remain informed of and in compliance with all federal, state and local laws, ordinances and regulations that effect in any manner Provider's fulfillment of the contract.

ARTICLE 3
REIMBURSEMENT

- 3.1 The County agrees that it will reimburse the Provider for the costs associated with providing services to the County as follows:
- A. Pre-petition screening services and evaluations, when appropriate to determine if a Title 36 petition is warranted.
- B. The Crisis Mobile Team or the Local Agency under the RBHA and/or the Provider/Hospital, will be responsible for gathering witness statements and providing

all required County documents when appropriate. Provider shall be paid at the rate of three hundred dollars (\$300.00 USD) per patient.

- C. In-patient services for evaluation, treatment, report writing and testimony, at the rate of nine hundred dollars (\$900.00 USD) per day; plus one hundred and fifty dollars (\$150.00 USD) per psychiatric evaluation; said inpatient services shall be paid from the date of the filing of a Petition for Evaluation, up to and including the day before court ordered treatment, change to voluntary status or release from evaluation, or in any case of patients with AHCCCS coverage, County will be responsible for the first three days of court ordered evaluation, with remaining stay billable to the RBHA.

Invoices received by the County more than six (6) months following the date of service will not be paid pursuant to A.R.S. § 11-622.

- 3.2 Reimbursement for services shall be invoiced and payable on a monthly basis to:

Mary Gomez, Director of Health and Social Services
Cochise County
1415 Melody Lane, Bldg A
Bisbee, AZ 85603

- 3.4 The Provider agrees that the maximum amount payable under this contract for services and fixed costs will not exceed One Half Million Dollars (\$500,000.00 USD) per contract year.

ARTICLE 4 INDEMNIFICATION AND INSURANCE

- 4.1 To the extent allowed by law, Provider shall defend, indemnify, and hold harmless Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subProviders. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider agrees to waive all rights of subrogation against Cochise County, its officers, officials, agents and employees for losses arising from the work performed by the Provider for Cochise County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in the above paragraph.

- 4.2 Provider shall procure and maintain, until all of its obligations have been discharged under the Contract, 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 Provider, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Provider from liabilities that might arise out of the performance of the work under this contract by the Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance.

- A. Provider shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Damage to Rented Premises \$50,000
 - Each Occurrence \$1,000,000
- a. The policy *shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.*
- b. *Provider must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse/Molestation coverage is included." Policies/certificates stating that "Sexual Abuse/Molestation coverage is not excluded" do not meet this requirement.*
- c. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *"Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Provider."*

- d. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of "Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Provider.

2. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of "Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Provider.

3. Professional Liability (Errors and Omissions Liability)

Each Claim \$ 1,000,000
Annual Aggregate \$ 3,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.
- c. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. The policies shall include, or be endorsed **(Blanket Endorsements are not acceptable)** to include, the following provisions:
1. The Provider's policies shall stipulate that the insurance afforded the Provider shall be primary insurance and that any insurance carried by the County, and its agents, officials employees or the County shall be excess and not contributory insurance.

2. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

4.3 The Provider's breach of the above-mentioned indemnification and insurance provisions shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Cochise County.

The Provider agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Provider agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

4.4 Provider shall provide Certificates of Insurance to the County evidencing that Provider is in compliance with the insurance requirements before work commences under the Contract. Provider shall use commercially reasonable efforts to ensure that no policy shall expire, be cancelled or changed without thirty (30) days written prior notification of the County. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificates of Insurance. Prior to commencing services, the Certificates of Insurance shall identify this contract and shall be sent directly to Cochise County, at the address listed in Section 5.1(b).

ARTICLE 5
NOTICES

5. Any written notices required by the Agreement shall be addressed as follows:

a. Notices to Provider shall be addressed and mailed as follows:

Canyon Vista Medical Center
5700 East Highway 90
Sierra Vista, Arizona 85635

With a copy to:

Regional Care Hospital Partners, Inc.
103 Continental Place, Suite 200
Brentwood, Tennessee 37027
Attention: Legal Department
Facsimile No: 615-844-9833

b. Notices to County shall be addressed and mailed as follows:

Mary Gomez, Director of Health and Social Services
Cochise County
1415 Melody Lane, Bldg A
Bisbee, AZ 85603

ARTICLE 6
RECORD KEEPING AND AUDITS

- 6.1 Provider shall provide to County monthly utilization reports indicating individuals served and number and type of services provided by the twentieth (20th) day of each month.
- 6.2 Provider agrees to maintain all records associated with this Agreement for a period of at least five (5) years. County and Provider agree to maintain and furnish each other such records and documents pertaining to the services provided pursuant to this Agreement, both medical and non medical, as may be required by applicable Federal and State laws, rules and regulations. County and Department agree to facilitate the information and record exchanges necessary to Quality Management, Utilization Management or other programs required for their mutual benefit.
- 6.3 Provider shall allow County or county's designee reasonable access during regular business hours to specified health and medical records and any requested financial books, records or documents.

ARTICLE 7
EXTENSIONS, AMENDMENTS AND TERMINATION

- 7.1 This document contains the entire Agreement of the parties and may not be changed orally. Any change, modification or extension of the Agreement must be in the form of a written amendment to this Agreement, signed by both parties hereto.
- 7.2 The parties may, by an amendment signed by both parties, extend this Agreement for additional two (2) year periods, not to exceed five (5) years. To be effective, an amendment extending the term of this Agreement must be executed by both parties at least sixty (60) days prior to the expiration of the current term. If not, this Agreement shall terminate on April 22 of the then current term.
- 7.3 Either party may terminate this Contract at any time, with ninety (90) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail to the other party's official mailing address.
- 7.4 This contract is not assignable, the County reserves the right to terminate this Contract, without notice, in the event that the Provider sells, transfers or conveys ownership of the hospital and/or if the Provider fails to perform its duties in accordance with this Contract.

ARTICLE 8
NON-DISCRIMINATION

8. Both County and Provider shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975; and the Federal Executive Order 112456, State Executive Order No. 7505; and A.R.S. § 41-1461 et seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. Both County and Provider shall comply with Section 503 of 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. Both county and Provider shall comply with title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in services pursuant to this Agreement on the basis of race, color or national origin. Both County and Provider 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 services pursuant to this Agreement and with the provisions of the Americans with Disabilities Act of 1990, as amended.

ARTICLE 9
RELATIONSHIP OF PARTIES

9. Provider is an independent contractor of the County. Provider represents that he has or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. It is further agreed by Provider that Provider shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

ARTICLE 10
MISCELLANEOUS

- 10.1 The parties agree that all of the conditions set forth herein are material to the Agreement and a breach of any condition is a breach of the Agreement.
- 10.2 Each Article of this Agreement stands alone. Any Article of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, without invalidating the remainder of the Agreement.
- 10.3 The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition, either in the past

or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

- 10.4 Captions and headings are for index purposes only and shall not be used in construing this Agreement.
- 10.5 This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County.
- 10.6 If any provision of this Agreement shall conflict with any provisions of the exhibits hereto, the provisions of the exhibits or modifications shall prevail.
- 10.7 The Provider and the County have read this Agreement and agree to be bound by all of its terms; and further agree that it constitutes the entire Agreement between the two parties and may only be modified by a written mutual Agreement signed by both parties.
- 10.8 The Provider shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any attempt to assign shall be void.

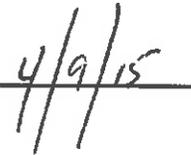
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement, as indicated below:

RCHP-Sierra Vista, Inc., d/b/a Sierra Vista Regional Healthcare Center/Canyon Vista Medical Center

SIGNATURE _____

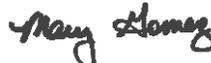

**Dean French, MD - Chief Executive Officer
CANYON VISTA MEDICAL CENTER
5700 East Highway 90
Sierra Vista, Arizona 85635**

DATE _____



Cochise County Health and Social Services

SIGNATURE _____


Mary Gomez, Director - Director of Health and Social Services

DATE 4/9/15

Cochise County Board of Supervisors

SIGNATURE _____

Patrick Call, Chairman - Cochise County Board of Supervisors

DATE _____

Attest:

Arlathe G. Rios, Clerk of the Board

Date: _____

Approved as to form:

Deputy County Attorney

Date: _____