



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

This Contract is between the Arizona Department of Economic Security ("ADES") and the Cochise County Superior Court, for and on behalf of the Family Law Commissioner's Office ("Commissioner").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Superior Court is duly authorized to execute and administer contracts under A.R.S. §§ 12-123 and 12-211 and,

WHEREAS the Department and the Superior Court are authorized by A.R.S. §11-952 et seq. and 45 C.F.R. § 302.34 to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and the Cochise County Superior Court agree to abide by all the terms and conditions set forth in this Contract.

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

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

**FOR AND ON BEHALF OF THE SUPERIOR
COURT OF COCHISE COUNTY**

Procurement Officer Signature



Signature

Printed Name

Eric Silverberg

Printed Name

Procurement Manager

Title

Court Administrator

Title

Date

September 2, 2015

Date

ADES Contract Number

Contract Number

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Superior Court Legal Counsel

Date: _____

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.
- 1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PARTIES

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (hereinafter ADES, and the Superior Court of Cochise County (Superior Court or Commissioner).

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement shall have an effective date of October 1, 2015 and shall end on September 30, 2020 unless otherwise agreed upon by both parties in writing.

4.0 EXTENSION

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

5.0 TERMINATION

- 5.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 5.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

6.0 AMENDMENTS OR MODIFICATIONS

- 6.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 6.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 1. Change of telephone number;
 - 2. Change in authorized signatory; and/or,
 - 3. Change in the name and address or email address of the person to whom notices are to be sent.

7.0 DEFINITIONS

- 7.1 None.

8.0 PURPOSE OF AGREEMENT

- 8.1 The purpose of this agreement is to facilitate the use of the Family Law Commissioner to establish paternity, establish, modify, or enforce child support orders and medical insurance obligations.

9.0 MANNER OF FINANCING

- 9.1 These services are financed by an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1604AZ4004.

10.0 SERVICE DESCRIPTION

- 10.1 A service that uses judicial officers who hold hearings and trials to:
 - 10.1.1 Establish paternity;
 - 10.1.2 Establish, modify or enforce child support and medical insurance obligations.

11.0 RESPONSIBILITIES OF COMMISSIONER:

The Commissioner shall:

- 11.1 Issue written and signed rulings on paternity; enforcement, child support and medical insurance no more than sixty (60) calendar days from the date of submission.
- 11.2 Update information on Arizona Tracking Locate Automated System (ATLAS) immediately upon receipt of new information. Changes include, but are not limited to: names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI), Social Security numbers, and employment information including address and phone numbers of employers and any other information of income.

- 11.3 Have and comply with an expedited process plan, pursuant to 45 C.F.R. 303.101;
- 11.4 Utilize electronic recording devices per the standards outlined in the Arizona Code of Judicial Administration, Part 1, Chapter 6, Section 1-602, or, if a party timely requests a court reporter, the court will provide one for the hearing.
- 11.5 Facilitate the appearance of a party or witness residing in another state by telephone, audiovisual means or other electronic means.
- 11.6 Ensure that all Commissioner staff complete ADES required forms and training:
 - 11.6.1 All new Commissioner staff assigned to Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.
 - 11.6.2 New ATLAS users are required to complete the following forms:
 - 11.6.2.1 J-125, Request for Terminal Access;
 - 11.6.2.2 J-129, Affirmation Statement;
 - 11.6.2.3 CS-169, Conflict of Interest/Confidentiality Statement.
 - 11.6.3 The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV
 - 11.6.4 All staff assigned to Title IV-D Child Support Enforcement shall complete ADES required training. All staff shall complete ADES ATLAS required training before being assigned "log on" identifiers for ATLAS

12.0 THE ADES WILL:

- 12.1 Reimburse the Commissioner for costs incurred in the delivery of Contract Services during the term of this Agreement.
- 12.3 Under this Agreement the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655 (a)(2).
- 12.4 Incentive Payments: The ADES will pay to the Commissioner, as required by law, a proportionate share of incentives.
 - 12.4.1 The incentive system for State child support programs should measure State performance in five areas: a) establishment of paternities, b) establishment of child support orders, c) collections on current child support due, d) collection on past child support due (arrear), and e) cost effectiveness.
 - 12.4.2 The Commissioner's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement. These payments shall be made forty-five (45) days after the end of the quarter for which they are earned.
 - 12.4.3 The Commissioner agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Commissioner's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.
 - 12.5 The Commissioner shall provide to the attorneys representing ADES and the IV-D program access to the court's wireless network or alternatively the hardwire network on such basis as to allow the attorneys and their staff the ability to operate computer equipment while physically present at the court with access to the internet and any public facing court systems. Nothing in this provision is intended to permit IV-D legal staff access to internal or confidential court systems or the court intranet that would not otherwise be available to them.

13.1 REPORTING REQUIREMENTS

The Commissioner shall:

- 13.2 Submit Certificate of Insurance of subcontractors of this Agreement yearly.
- 13.3 Submit a report of all Title IV-D cases heard by the Commissioner during the reporting month. The report shall list by court docket number or ATLAS case number. This report shall be sent with the monthly claim.
- 13.4 The Commissioner shall submit reports and Insurance Certificate to:

Arizona Department of Economic Security
 Division of Child Support Services
 ATTN: Contracts Unit, Site Code 019A
 PO Box 40458
 Phoenix, AZ 85067-0458

14.0 REIMBURSEMENT REQUIREMENTS:

- 14.1 The services set forth in this Agreement may be reimbursed only for matters brought in Title IV-D cases, and on behalf of a judicial officer who is not a judge of the court. Clerical, secretarial, court reporter staffing and court interpreters shall be allowable expenses for a commissioner or referee. This is to include clerical time for the completion of minute entries mandated by court rule.
- 14.2 The Commissioner shall submit an annual summary operating budget to the ADES that reflects the projected Commissioner expenditures for child support enforcement activities. This report is due by September 1st.
- 14.2.1 If the Commissioner intends to claim reimbursement for indirect costs, they shall provide ADES with a copy of its cost allocation plan annually by September 1st. The plan shall comply with the standards contained in OMB Circular A-87 and shall be subject to written approval from the ADES. The approval shall be provided prior to the date of any period for which reimbursement is requested.
- 14.2.2 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R. 74.1, et seq. and 45 C.F.R. 304.

15.0 PAYMENT REQUIREMENTS

- 15.1 Commissioner shall submit monthly a Certified Public Expenditure Statement (CPES), [Exhibit B] for costs incurred in the delivery of Contracted Services.
- 15.2 The Commissioner shall submit supporting expense documents each month with the CPES to support the expenses each month.
- 15.3 CPES shall be submitted by the 28th day after the end of the month in which services were provided and sent to:

AZ Department of Economic Security
Division of Child Support Services
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

- 15.3.1 An email address may be provided to submit monthly claims after contract award.
- 15.4 Payments shall be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

16.0 NOTICES

- 16.1 All notices to the Superior Court regarding this agreement shall be sent to the following address:

Eric Silverberg, Superior Court Administrator
Superior Court Administration
Arizona Superior Court in Cochise County
PO Box 204
Bisbee, AZ 85603

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

Arizona Department of Economic Security
Division of Child Support Services
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

- 16.3 An email address may be made available for notices after contract award.

17.0 APPLICABLE LAW

- 17.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Commissioner shall maintain all applicable licenses and permit requirements.

18.0 ARBITRATION

18.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

19.0 AUDIT

19.1 In accordance with A.R.S. §35-214, the Commissioner shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Commissioner shall produce the original of any or all such records.

20.0 CANCELLATION FOR CONFLICT OF INTEREST

20.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Commissioner, an employee of the Commissioner, or a subcontractor to the Commissioner is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Commissioner shall immediately notify the ADES of the conflict of interest and ensure that the party will have no involvement in any phase of the test.

21.0 CONFIDENTIALITY

21.1 Commissioner and ADES shall adhere to standards of confidentiality of record maintenance in accordance with the law and ADES/DCSS policy. The Commissioner and ADES agree that any information provided by the ADES or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Commissioner and ADES shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The Commissioner understands that revealing any information concerning the Non Custodial Parent (NCP) or Custodial Person (CP), one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.

21.2 The safeguards provided shall also prohibit disclosure of any information that identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Commissioner agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.

21.3 The Commissioner shall establish and maintain procedures and controls that are acceptable to the ADES for the purpose of assuring that no information contained in its records or obtained from the ADES, or from others carrying out its functions under the contract, shall be used or disclosed by the Commissioner or by the Commissioner's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the ADES. The Commissioner also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Commissioner for the performance of duties under the contract, unless otherwise agreed to in writing by the ADES.

21.4 The Commissioner agrees not to use or permit the use of the names and/or addresses of individuals referred from the ADES for any commercial purpose.

21.5 The Commissioner shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the

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

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

20.0 CONFLICT OF INTEREST

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

21.0 DATA SHARING AGREEMENT

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

22.0 E-VERIFY

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

23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

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

24.0 INDEMNIFICATION

- 24.1 Indemnification for Commissioner:

- 24.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

- 24.2 Indemnification for Subcontractor

- 24.2.1 In addition, Commissioner shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Commissioner's contractor or any of the directors, officers,

agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

25.0 INSURANCE REQUIREMENTS

25.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

25.1.1 None.

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

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

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

A. Commercial General Liability – Occurrence Form

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

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

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

b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Commissioner.”**

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

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. Automobile Liability

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

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

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Commissioner involving automobiles owned, leased, hired or borrowed by the Commissioner”.**

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Commissioner .

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

C. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory

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

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Commissioner.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the contractor's shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

F. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Commissioner from potential insurer insolvency.

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

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

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

H. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- I. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
- J. **Exceptions:** In the event the Commissioner or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26.0 IT 508 COMPLIANCE

- 26.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and §3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

27.0 NON-AVAILABILITY OF FUNDS

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

28.0 NON-DISCRIMINATION

- 28.1 The Commissioner shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

29.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

30.0 RIGHT OF OFFSET

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

31.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

- 31.1 The Commissioner agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR § 303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

31.2 PERFORMANCE

In performance of this contract, the Commissioner agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the Commissioner or the Commissioner's employees.

Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Commissioner will be prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The Commissioner certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Commissioner at the time the work is completed. If immediate purging of all data storage

components is not possible, the Commissioner certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Commissioner will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The Commissioner will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

31.3 CRIMINAL/CIVIL SANCTIONS:

Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that

any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result

of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the Commissioner to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The agency will have the right to void the contract if the Commissioner fails to provide the safeguards described above.

31.4 INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Commissioner for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Commissioner is found to be noncompliant with contract safeguards.

32.0 DISPOSITION OF PROPERTY

32.1 None.

33.0 THIRD- PARTY ANTITRUST VIOLATIONS

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

34.0 ATTACHMENTS

34.1 The following list of attachments constitutes an integral part of subject agreement.

34.2 Attachment 1- Certification Regarding Lobbying

34.3 Attachment 2- Certification Regarding Maintenance of Effort

35.0 EXHIBITS

35.1 Exhibit A- Subrecipient Fact Sheet

35.2 Exhibit B- Certified Public Expenditure Statement (CPES) CS-016-FF

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Court Administrator

TITLE

Superior Court of Cochise County

September 2, 2015

APPLICANT ORGANIZATION

DATE SUBMITTED

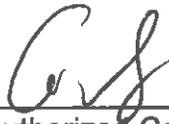
Attachment 2

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

Superior Court of Cochise County, will be in addition to, and not in
(Applicant Organization)

substitution for, comparable activities previously carried on without Federal assistance.



Signature of Authorized Certifying Official

Court Administrator

Title

September 2, 2015

Date

SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Superior Court of Cochise County, Family Law Commissioner
(From the Contract)

Contract # _____

Federal Employer Taxpayer ID # 866000543

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

