



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/07/2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Southern AZ Children's Advocacy Center, Inc. (SACAC)

**\*Project Title/Description:**

Evidence Collection Services for Children- Evidentiary Consultations

**\*Purpose:**

To provide consultations on cases referred for prosecution and expert medical testimony on cases pending prosecution, regarding interpretations of medical findings relating to child physical abuse and/or neglect, child sexual abuse, and sexual exploitation of minors.

**\*Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-C.

**\*Program Goals/Predicted Outcomes:**

To work collaboratively with forensic nurses employed by, or affiliated with SACAC and prosecutors, detectives, victim advocates and staff at the Pima County Attorney's Office in order to assist with charging decisions and on-going cases requiring expert medical testimony.

**\*Public Benefit:**

To ensure victims of sexual assault are offered professional and compassionate services during the investigative process, and to increase public safety by the prosecution of perpetrators of sexual assault crimes.

**\*Metrics Available to Measure Performance:**

Contractor will be paid for an estimated 30 consultations per year. Contractor will be paid at a rate of \$519.01 per consultation.

**\*Retroactive:**

Yes. Contract was finalized and signed by all parties after the submission deadline for BOS meeting on June 23, 2020. Contract is retroactive since it will be reviewed seven (7) days after commencement date of July 1, 2020, due to BOS meeting schedules.

To: CoB - 6-15-20  
Ver. - 1  
pgs - 10 (1)

**Contract / Award Information**

Document Type: CT Department Code: PCA Contract Number (i.e., 15-123): 20-415  
Effective Date: 7-1-20 Termination Date: 6-30-21 Prior Contract Number (Synergen/CMS): HL  
☒ Expense Amount: \$\* 15,570.30 ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** Anti-Racketeering Funding

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

*If Yes, attach Risk's approval.*

Vendor is using a Social Security Number? ☐ Yes ☒ No

*If Yes, attach the required form per Administrative Procedure 22-10.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:**

**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Funding Source:** \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_

Contact: Erica Alloy

Department: Pima County Attorney's Office

Telephone: 520-724-5610

Department Director Signature/Date: Dore Smith 6/9/20

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. DeLuca 6/12/20

*(Required for Board Agenda/Addendum Items)*

**Pima County Department of Pima County Attorney's Office**

**Project: Evidence Collection Services for Children- Evidentiary Consultations**

**Contractor: Southern AZ Children's Advocacy Center, Inc. (SACAC)**

**2329 E Ajo Way**

**Tucson, AZ 85713**

**Amount: \$15,570.30**

**Contract No.: CT- PCA-20\*415**

**Funding: Anti-Racketeering**

**PROFESSIONAL SERVICES CONTRACT**

**1. Parties, Background and Purpose.**

1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Southern Arizona Children's Advocacy Center, Inc. (SACAC) ("Contractor").

1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6, III.-C

**2. Term.**

2.1. Original Term. This Contract is effective for a one-year period commencing on 07/01/2020 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.

2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services**. Contractor will provide County with the services described in **Exhibit A** (1 page), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. **Key Personnel**. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

**Marie Fordney, Executive Director**

**5. Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$15,570.30 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies satisfying the below requirements until all of its obligations under this Contract have been met. The Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this contract.
- 6.1. Insurance Coverages and Limits:
- 6.1.1.1. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned vehicles assigned to or used in the performance of this Contract with minimum limits not less than \$300,000 combined single limit for bodily injury and property damage.

6.1.1.2. Worker's Compensation and Employers' Liability: Arizona Statutory Workers' Compensation benefits. In Arizona, workers' compensation statutory coverage is compulsory for employers of one or more employees.

6.1.1.3. Professional Liability Errors and Omission (E & O) Insurance: Insurance required for work done by 'professionals'. Professional Liability to include professional misconduct and negligent acts of anyone performing professional services in the delivery of products, services and/or license programs under this contract with policy limits not less than \$1,000,000 each claim and \$1,000,000 annual aggregate. A claims-made policy is acceptable.

6.2. County Verification and Approval of Coverage:

6.2.1 Coverage Documentation: Contractor must provide certificates of insurance or other appropriate documentation to County. Each certificate must include in the body of the Certificate the Pima County contract tracking number and Project Name for this Contract, which is on the first page of the contract.

6.2.2 Insurance Renewal: The insurance policy must be in effect prior to commencement of work under this contract and remain in effect for the duration of the project. If the policy expires during the contract period, a renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date. Failure to maintain the Required Insurance, or to provide evidence of renewal prior to the renewal date, is a material breach of this Contract.

6.2.3 Cancellation Notice: Each Required insurance policy must provide that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Contractor must also provide notice to Pima County within two days of their receipt of notice of a policy suspension, policy cancellation or material change of coverage of the Required Insurance.

6.2.4 Approval and Modifications: The Pima County Risk Manager may approve modifications of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s), and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or

omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

**8. Laws and Regulations.**

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. **Americans with Disabilities Act.** Contractor will 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.

14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not 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 it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
- 17.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- |   |                               |
|---|-------------------------------|
| County:                                 | Contractor:                   |
| Pima County Attorney's Office           | SACAC                         |
| 32 N. Stone Ave, 19 <sup>th</sup> Floor | 2329 E. Ajo Way               |
| Tucson, AZ 85701                        | Tucson, AZ 85713              |
| Attention: David Smutzer                | Attention: Executive Director |
| 520-724-5600                            | 520-724-6600                  |
19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
- 23.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 23.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
24. **Legal Arizona Workers Act Compliance.**
- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.



- 24.4. **Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** Not Applicable.
26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
28. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

[The remainder of this page left intentionally blank]

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney

Stacey Roseberry  
\_\_\_\_\_  
Print DCA Name

6/10/2020  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

Marie Fordney, Executive Director  
\_\_\_\_\_  
Printed Name and Title

June 11, 2020  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Department Head

6/9/20  
\_\_\_\_\_  
Date  
(if required by County Department or delete)

**Exhibit A (1 page)**  
**Scope of Services**

Contractor shall provide consultations on cases referred for prosecution, and expert medical testimony on cases pending prosecution, regarding interpretations of medical findings relating to child physical abuse and/or neglect, child sexual abuse, and sexual exploitation of minors.

Consultations shall occur between physicians and/or forensic nurses employed by or affiliated with SACAC and prosecutors, detectives, victim advocates and staff at the Pima County Attorney's Office in order to assist with charging decisions and on-going cases requiring expert medical testimony.

Consultations include, but may not be limited to, the following:

- Review of all medical records for the child victim (including birth records, relevant imaging, and photographs);
- Review of evidence collected during medical examinations and/or sexual assault examinations of the child victim;
- Review of relevant police reports and photographs associated with the case;
- Review of witness statements, including the perpetrator, to assist in determining whether the explanation(s) offered is(are) consistent/inconsistent with the injury(ies);
- Review of sexually exploitative images to determine age of the victim based on medical stage of maturity;
- Preparing reports discussing opinions and/or findings relating to medical evaluation of a child victim and/or review of aforementioned materials;
- Conducting pre-trial interviews with defendant's counsel and/or investigator;
- Expert Testimony before a Pima County Grand Jury or a judge at a preliminary hearing for purposes of establishing probable cause;
- Expert Testimony for evidentiary hearings or jury trials.

**Exhibit B (1 page)**  
**Rates**

| <b>Annual Rate Proposal</b>                  | <b>Evidentiary Consultations</b>   |
|--|------------------------------------|
| Cost per Consultation                        | \$519.01                           |
| Estimated # of Consultations per Year        | 30                                 |
| <b>Total Estimated Year- End Expenditure</b> | <b>\$519.01 x 30 = \$15,570.30</b> |