



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

Award  Contract  Grant

Requested Board Meeting Date: August 1, 2017

\* = Mandatory, information must be provided

or Procurement Director Award

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

Arizona Department of Economic Security (ADES)

**\*Project Title/Description:**

Social Services Block Grant (SSBG)

**\*Purpose:**

This is revenue to the county to provide employment services to eligible Pima County residents. Services include job training for programs that have a demand for skilled job opportunities, GED preparation and pre-vocational training, and case management to ensure graduation and job placement. Services are intended for single head of households, unemployed adults, elderly, low-income adults, youth 18-28 years of age at risk of homelessness, families and rural adults.

**\*Procurement Method:**

Not applicable to grant awards.

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

The program goals is to provide employment services to ensure graduation and job placement for eligible Pima County residents.

**\*Public Benefit:**

Supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers needs.

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

Expenditure reports submitted to ADES.

**\*Retroactive:**

Yes, received the agreement from ADES on 7/14/17.

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

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

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

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

**\*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 22-73.

**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: GTAW Department Code: CS Grant Number (i.e., 15-123): 18-003

Effective Date: 7/1/17 Termination Date: 6/30/18 Amendment Number: N/A

Match Amount: \$ 0.00  Revenue Amount: \$ 40,000.00

**\*All Funding Source(s) required:** U.S. Department of Health & Human Services

**\*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)?** Passed through the Department of Economic Security

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: Charles C. [Signature] 7/19/17

Deputy County Administrator Signature/Date: [Signature] 7/21/2017

County Administrator Signature/Date: C. [Signature] 7/21/17  
(Required for Board Agenda/Addendum Items)



**DEPARTMENT OF ECONOMIC SECURITY**  
*Your Partner For A Stronger Arizona*

**INTERGOVERNMENTAL AGREEMENT (IGA)**

**Agreement between the Arizona Department of Economic Security ("ADES") and the Pima County ("Contractor").**

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

The Contractor is duly authorized to execute and administer contracts under A.R.S. §11-251 and,

ADES and the Contractor are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

The term of this Agreement shall begin on July 1, 2017 and shall end on June 30, 2018, unless otherwise amended.

**THEREFORE**, ADES and Contractor (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

**BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.**

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


**FOR AND ON BEHALF OF THE PIMA COUNTY:**

Procurement Officer Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
ADES Contract Number	Contract Number

**IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT 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:   
**TOBIN ROSEN**  
*FOR Karen S. Friar, Deputy County Attorney*

Date: \_\_\_\_\_

Date: 7/18/17

**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 PURPOSE OF AGREEMENT**

- 2.1 The purpose of this agreement is to provide employment services to eligible adults in accordance with the State of Arizona's State Social Services Block Grant (SSBG) Plan.

**3.0 DEFINITIONS**

- 3.1 NONE

**4.0 SERVICE DESCRIPTION**

- 4.1 To provide employment services such as employment screening, assessment or testing; structure job skills and job seeking skills; specialized therapy (occupational speech, physical); special training and tutoring, including literacy training, GED preparation and pre-vocational training; provision of books, supplies and instructional material; counseling/case management that works to ensure graduation and job placement, transportation; and referral to community resource for unemployed adults. Services also include job training for programs that have a demand for skilled job opportunities. Services are intended for single head of households, unemployed adults, elderly, low-income adults, youth 18-28 years of age at risk of homelessness, families and rural adults.

**5.0 RESPONSIBILITIES**

- 5.1 ADES and the Contractor agree as follows:
  - 5.2 The Contractor shall:
    - 5.2.1 Provide employment services to eligible adults in Pima County.
    - 5.2.2 Monitor all its sub-recipients of SSBG funding for compliance.
    - 5.2.3 Require non-compliant sub-recipients to submit a Corrective Action Plan (CAP) to the Contractor for its approval and follow-up.
  - 5.3 ADES will:
    - 5.3.1 Reimburse the Contractor upon receipt of the Social Services Expenditure Report (Attachment A).
    - 5.3.2 Monitor the Contractor for compliance with appropriate SSBG regulations.

**6.0 EXTENSION**

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

**7.0 TERMINATION**

- 7.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 7.2 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.

**8.0 AMENDMENTS**

- 8.1 This Agreement may be amended at any time by mutual written agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless amended in writing and signed by the authorized representative of the respective Parties.
- 8.2 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:
  - 8.2.1 Change of telephone number;
  - 8.2.2 Change in authorized signatory; and/or
  - 8.2.3 Change in the name and/or address of the person to whom notices are to be sent.

**9.0 MANNER OF FINANCING**

- 9.1 The Agreement reimbursement maximum, funded by the State of Arizona SSBG plan, for the State Fiscal Year 2018 (SFY18) shall not exceed Forty Thousand dollars and no cents (\$40,000.00).

**10.0 REPORTING REQUIREMENTS**

- 10.1 The Contractor shall provide to ADES the following reports:
  - 10.1.1 Social Services Block Grant Expenditure Report: Part A Expenditures & Provisions (Attachment A).
  - 10.1.2 Social Services Block Grant Expenditure Report: Part B Recipients (Attachment B).
- 10.2 Reports shall be sent to:
  - ADES
  - ATTN: DERS – WIOA Fiscal Unit
  - 1789 W. Jefferson St., Mail Drop 5112
  - Phoenix, AZ 85007

**11.0 PAYMENT REQUIREMENTS**

- 11.1 Invoices shall be submitted by the 15<sup>th</sup> day of the month following the month services were provided.
- 11.2 Invoices shall be submitted to:
  - ADES of Economic Security
  - ATTN: WIOA Fiscal Unit
  - 1789 W. Jefferson St., Mail Drop 5112
  - Phoenix, AZ 85007

**12.0 NOTICES**

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
  - Pima County Community Services
  - ATTN: Charles Casey, Director
  - 2797 E. Ajo Way
  - Tucson, Arizona 85713

- 12.2 All notices to ADES regarding this agreement shall be sent to the following address:
  - ADES
  - ATTN: DERS/WA Contracts Management Specialist
  - 1789 W. Jefferson St., Mail Drop 5112
  - Phoenix, AZ 85007

**13.0 DISPOSITION OF PROPERTY**

- 13.1 None

**14.0 OTHER MATTERS**

- 14.1 NONE

**15.0 APPLICABLE LAW**

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

**16.0 ARBITRATION**

- 16.1 The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

**17.0 AUDIT**

- 17.1 In accordance with A.R.S. § 35-214, the Contractor 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 except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

**18.0 CONFLICT OF INTEREST**

18.1 In accordance with A.R.S. § 38-511, either party may within three years after execution terminate the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of that party, 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.

**19.0 E-VERIFY**

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

**20.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

20.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**21.0 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 (Pima County) utilize a contractor(s) and subcontractor(s) the indemnification clause between (Pima County) and its contractor(s) and subcontractor(s) shall include the following:  
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the (Pima County) 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.

**21.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA**

- None

**21.2 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 *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. 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 Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**21.3 MINIMUM SCOPE AND LIMITS OF INSURANCE**

Contractor shall provide coverage with limits of liability not less than those stated below.

**21.3.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, 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 be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(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.)*

**21.4 BUSINESS AUTOMOBILE LIABILITY**

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

- Combined Single Limit (CSL) \$1,000,000
- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(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.)*

**21.4.1 Workers' 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

- c. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- d. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

## **21.5 ADDITIONAL INSURANCE REQUIREMENTS**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 21.5.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 21.5.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

## **21.6 NOTICE OF CANCELLATION**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

## **21.7 ACCEPTABILITY OF INSURERS**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## **21.8 VERIFICATION OF COVERAGE**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 21.8.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 21.8.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 21.8.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

## **21.9 SUBCONTRACTORS**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

## **21.10 APPROVAL AND MODIFICATIONS**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment, but may be made by administrative action.



**21.11 EXCEPTIONS**

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**22.0 IT 508 COMPLIANCE**

22.1 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.

**23.0 NON-AVAILABILITY OF FUNDS**

23.1 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.

**24.0 NON-DISCRIMINATION**

24.1 The Contractor 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.

**25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

25.1 Due to security and identity protection concerns, direct services under this Agreement 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 Agreement. This provision applies to work performed by subcontractors at all tiers.

**26.0 PARTICIPATION IN BOYCOTT OF ISRAEL**

26.1 Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

**27.0 RIGHT OF OFFSET**

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

**28.0 THIRD- PARTY ANTITRUST VIOLATIONS**

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

**29.0 ATTACHMENTS**

29.1 The following list of attachments constitutes an integral part of subject agreement:

29.1.1 Social Services Block Grant Expenditure Report: Part A Expenditures & Provisions (Attachment A)

29.1.2 Social Services Block Grant Expenditure Report: Part B Recipients (Attachment B)

**30.0 EXHIBITS**

30.1 The following list of exhibits constitutes an integral part of subject agreement:

30.1.1 None

**31.0 CONFIDENTIALITY**

- 31.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and to the Attorney General's Office as required by the terms of this Agreement, by law or upon their request.
- 31.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161et seq. ADES will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

**32.0 FINGERPRINTING.**

- 32.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 32.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 32.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Agreement, the following provisions apply:
- 32.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
- 32.3.2 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 32.4 Federally recognized Indian tribes may submit and ADES will accept certifications that state that no personnel who are employed or who will be employed during the term of this Agreement have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 41-1758.03 (as may be amended).
- 33.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY** If providing direct services to children or vulnerable adults, the following shall apply:
- 33.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.
- 33.2 ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
- 33.2.1. Any person who applies for a contract with this State and that person's employees;
- 33.2.2. All employees of a contractor;
- 33.2.3. A subcontractor of a contractor and the subcontractor's employees; and
- 33.2.4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 33.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

- 33.4 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 33.5 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 33.6 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
- 33.6.1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 33.6.2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 33.7 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 33.8 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.
- 34.0 DATA SHARING AGREEMENT**
- 34.1 When determined by ADES that sharing of confidential data will occur with the Contractor, the Contractor shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

**Attachment A**  
**Pima County Social Services Block Grant (SSBG) Expenditure Report**  
**Part A: Expenditure & Provision Method**  
**For the Period Ending \_\_\_\_\_**

CONTRACTOR:	Pima County
Contact :	Charles Casey
Title:	Director
Agency:	Community Services

Fiscal Year:	2018
Phone #	(520) 724-6742
Email:	charles.casey@pima.gov

	Service Supported by SSBG Expend.	SSBG Expenditures		Expenditures of all Other Federal, State and Local funds	Total Expenditures	Provision Method	
		SSBG Funds	Transferred into SSBG			Public	Private
1	Adoption Services						
2	Case Management						
3	Congregate Meals						
4	Counseling Services						
5	Day Care - Adults						
6	Day Care - Children						
7	Education & Trng Services						
8	Employment Services						
9	Family Planning Services						
10	Foster Care Services - Adult						
11	Foster Care Services - Children						
12	Health Related Services						
13	Home Based Services						
14	Home Delivered Meals						
15	Housing Services						
16	Independent/Transitional Living Svcs						
17	Information & Referral						
18	Legal Services						
19	Pregnancy & Parenting						
20	Prevention & Intervention						
21	Protective Services - Adults						
22	Protective Services - Children						
23	Recreation Services						
24	Residential Treatment						
25	Special Services - Disabled						
26	Special Services - Youth at Risk						
27	Substance Abuse Services						
28	Transportation						
29	Other Services						
30	SUM: EXPENDITURES FOR SERVICES						
31	Administrative Costs						
32	SUM OF EXPENDITURES FOR SERVICES & ADMINISTRATIVE SERVICES						

I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purpose set forth in the award document.

\_\_\_\_\_  
 Authorized Signature and Title Date

**ATTACHMENT B**  
**Pima COUNTY SOCIAL SERVICES BLOCK GRANT (SSBG)**  
**PART B. Recipients**  
**FOR THE PERIOD ENDING \_\_\_\_\_**

	Service Supported with SSBG Expenditures	Children	Adults			Total Adults	Total
			Adults Age 59 Years & Younger	Adults Age 60 Years & Older	Adults of Unknown Age		
1	Adoption Services						
2	Case Management						
3	Congregate Meals						
4	Counseling Services						
5	Day Care - Adults						
6	Day Care - Children						
7	Education & Trng Services						
8	Employment Services						
9	Family Planning Services						
10	Foster Care Services - Adult						
11	Foster Care Services - Children						
12	Health Related Services						
13	Home Based Services						
14	Home Delivered Meals						
15	Housing Services						
16	Independent/Transitional Living Srvs						
17	Information & Referral						
18	Legal Services						
19	Pregnancy & Parenting						
20	Prevention & Intervention						
21	Protective Services - Adults						
22	Protective Services - Children						
23	Recreation Services						
24	Residential Treatment						
25	Special Services - Disabled						
26	Special Services - Youth at Risk						
27	Substance Abuse Services						
28	Transportation						
29	Other Services						
30	Total Recipients of Services						

I certify to the best of my knowledge and belief that this report is correct and complete.

\_\_\_\_\_

Authorized Signature and Title

\_\_\_\_\_

Date