



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

Ⓒ Award Ⓒ Contract Ⓒ Grant

Requested Board Meeting Date: September 18, 2018

* = *Mandatory, information must be provided*

or Procurement Director Award ☐

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

Tucson Centers for Women and Children, Inc. DBA Emerge! Center Against Domestic Abuse

***Project Title/Description:**

Arizona Intimate Partner Risk Assessment Instrument System (APRAIS).

***Purpose:**

This award is to assist Emerge! with the additional volume added by referrals as a result of the mandated APRAIS, a new domestic violence risk assessment implemented by the Arizona Supreme Court.

***Procurement Method:**

Award is a non-procurement award and not subject to procurement rules. The BOS approved this allocation of funds as part of the tentative budget adoption on May 22, 2018 and as part of the final budget adoption on June 19, 2018.

***Program Goals/Predicted Outcomes:**

Emerge! will give priority to providing services to domestic violence victims referred by local law enforcement agencies through the APRAIS protocol. Emerge! will make contact with referred victims either through their crisis hotline or a follow up call to provide crisis intervention, safety planning and emotional support to the victim. County funds will also be used to provide emergency shelter, case management, domestic abuse, legal and life-skills education, services for children, and other basic needs for victims.

***Public Benefit:**

Based on research demonstrating that access to services is a critical factor in reducing domestic violence fatalities, Pima County has prioritized connecting victims at elevated or high risk of lethality to a full range of crisis and support services. Emerge! is the sole comprehensive domestic violence services provider in the County.

***Metrics Available to Measure Performance:**

Metrics measured in the quarterly report include:

- # of referrals from each of the law enforcement agencies
- # of calls arriving to the crisis hotline in response to an APRAIS referral
- # of calls initiated by Emerge! as a result of a referral
- # of hour of case management services provided to referred victims
- # of nights shelter provided to APRAIS referred victims

***Retroactive:**

No.

To: COB- P.30-18
Ver.-1
225-16
Revised 5/2018 (1)

Contract / Award Information

Document Type: CT Department Code: OMS Contract Number (i.e., 15-123): 19-125
Effective Date: 10/01/2018 Termination Date: 06/30/2019 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount: \$* 100,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: General fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 100,000.00 % 100

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 22-73.

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: _____ 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: Sharon Grant

Department: Behavioral Health

Telephone: 724-7842

Department Director Signature/Date: Ellen K. [Signature] 8-28-18 / [Signature]

Deputy County Administrator Signature/Date: [Signature] 8/29/2018

County Administrator Signature/Date: C. [Signature] 8/30/18
(Required for Board Agenda/Addendum Items)

PIMA COUNTY BEHAVIORAL HEALTH									
<u>OUTSIDE AGENCY</u>									
PROJECT: Arizona Intimate Partner Risk Assessment Instrument System (APRAIS)	<table border="1"> <tr> <td colspan="2">CONTRACT</td> </tr> <tr> <td>NO. <u>CT-OMS-19-125</u></td> <td></td> </tr> <tr> <td colspan="2">AMENDMENT NO. _____</td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT		NO. <u>CT-OMS-19-125</u>		AMENDMENT NO. _____		This number must appear on all invoices, correspondence and documents pertaining to this contract.	
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AMENDMENT NO. _____									
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AGENCY: Tucson Centers for Women and Children, Inc. DbA Emerge! Center Against Domestic Abuse 2545 E. Adams Street Tucson, AZ 85716 520-795-8001									
AMOUNT: \$100,000.00									
FUNDING SOURCE: General Fund									

This Agreement is entered into by and between Pima County ("County"), a body politic and corporate of the State of Arizona, and Tucson Centers for Women and Children, Inc., dba Emerge! Center Against Domestic Abuse ("Agency"), a non-profit corporation registered to do business in the State of Arizona.

RECITALS

- A. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5), 11-251 (17), and 11-267 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the improvement or enhancement of the economic welfare or health of the inhabitants of Pima County and/or provide needed services to disabled persons and/or persons sixty years of age or older.
- B. The Pima County Board of Supervisors ("the BOS") established the Pima County Outside Agency Program ("OA") to involve community organizations in the provision of economic, health and other services critical to the health and welfare of residents of Pima County.
- C. The BOS has also tasked the OA Committee with reviewing requests recommended by the County Administrator for county general funds submitted outside of the Outside Agency process.
- D. Agency has been providing a full range of services to meet the needs of domestic violence victims and their children in Pima County since 1975. Since 2008 they have been the only domestic violence service provider in Tucson and the largest such provider in Southern Arizona.
- E. Agency seeks funds due to the increased demand for their services created by referrals from law enforcement due to implementation of the Arizona Intimate Partner Risk Assessment Instrument System (APRAIS) ("the Program" or "Agency's Program").
- F. The Board of Supervisors approved the allocation of funds in the amount of \$100,000 from the Budget Stabilization Fund to Emerge! Center Against Domestic Abuse outside agency to fund increased costs associated with Domestic Violence issues and reporting as part of the Tentative Budget Adoption on May 22, 2018 and the Final Budget Adoption on June 19, 2018.

NOW THEREFORE, County and Agency, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1.0 TERM AND EXTENSIONS

- 1.1 Original Term. This Agreement will commence on October 1, 2018 and will terminate on June 30, 2019 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 1.2 Extension Options. County may renew this Agreement for up to four (4) additional periods of up to one (1) year (an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. County must approve any amendment to the Agreement before any services commence under the amendment.

2.0 SCOPE OF SERVICES

2.1 Agency will:

- 2.1.1 Provide the County with the services described in the attached **Exhibit A**.
- 2.1.2 **Provide services every month of the contract year**, unless County provides written approval for a different delivery schedule.
- 2.1.3 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 2.1.4 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
- 2.1.5 Obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.
- 2.1.6 Have a personnel policy manual, adhere to its provisions and conduct an annual performance appraisal of all personnel. Only personnel who have received satisfactory evaluations will provide services under this Agreement.
- 2.1.7 Design and utilize a Program Performance Quarterly Report to continuously track the provision of services set forth in **Exhibit A**.

2.2 Reports.

- 2.2.1 Agency will submit Program Performance Quarterly Reports on the following dates of the Agreement year for the preceding quarter :
 - 2.2.1.1 October 31 (data for July – September);
 - 2.2.1.2 January 31;
 - 2.2.1.3 April 30; and
 - 2.2.1.4 July 31;
- 2.2.2 Agency will submit an Annual Report with the final Quarterly Report on July 31.
- 2.2.3 Unless written approval has been granted by the Director of the Behavioral Health Department or designee, all reports must be submitted to PCBH.Reports@pima.gov.

2.3 Confidentiality. Agency:

- 2.3.1 Understands and acknowledges that any client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of Agency's or County's

responsibilities with respect to the services provided under this Agreement, is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian of the minor.

2.3.2 Will allow only persons properly authorized and with a need for the information to have access to these files.

2.3.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of private information including, but not limited to, information concerning applicants for and recipients of contract services.

2.4 Monitoring.

2.4.1 County will monitor all of Agency's management, fiscal and service provision activities relating to performance of duties and obligations under this Agreement to ensure that Agency is:

2.4.1.1 Making adequate and acceptable progress in the provision of services;

2.4.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and

2.4.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

2.4.2 Agency will cooperate with County in the monitoring and evaluation process.

2.4.3 Agency will provide County with access to all documentation required to evaluate Agency's performance and use of funds under this Agreement.

3.0 COMPENSATION AND PAYMENT

3.1 This is a fixed fee service contract. In consideration for services specified in **Exhibit A**, County agrees to pay Agency an annual amount of \$100,000.00 in eight monthly payments of \$11,111.11 and one monthly payment of \$11,111.12. **Total payment will not exceed \$100,000.00** ("the maximum allocated amount").

3.2 Payments will be made from Pima County General Funds only. The following conditions apply:

3.2.1 Agency may not submit requests for payment prior to the execution of this Agreement. Payment will only be made for services provided between the effective date set forth in paragraph 1.1 (or the date of execution, whichever is later) and the termination date.

3.2.2 Payment will only be made according to the activities specified in **Exhibit A**.

3.3 Requests for payment must be submitted to County no later than the 30th day of each month for the previous month. Except, requests must be submitted no later than July 8 for services provided in June.

3.4 Requests for payment must:

3.4.1 Reference this contract number.

3.4.2 Be submitted, on letterhead, on the form attached in **Exhibit B**.

3.4.3 Be approved and signed by an authorized representative of the Agency.

3.4.4 Be accompanied by documentation which must include, but is not limited to:

3.4.4.1 On the dates specified in 2.2.1, a summary report of quarterly services provided as shown in **Exhibit A** of this Agreement.

- 3.4.4.2 Any other documentation or policies requested by County.
 - 3.4.4.3 Documentation must not include any information that identifies victims by name.
- 3.5 Agency may not bill the County for costs which are paid by another source. Agency must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 3.6 If each request for payment includes adequate and accurate documentation, County will generally pay Agency within thirty (30) days from the date the request is received. Agency should budget cash needs accordingly.
- 3.7 County may, at its sole discretion:
 - 3.7.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for payment.
 - 3.7.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Agency.
 - 3.7.3 **Deny full payment** for requests for reimbursement that are submitted to County after the dates set forth in paragraph 3.3. **County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.**
- 3.8 Pursuant to A.R.S. § 11-622, COUNTY **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 3.9 **Request for final payment** must be submitted to the County within **15 working days after the end of the contract term**. The request must meet the requirements set forth in Paragraph 3.4 and include a report summarizing Agency's performance during the term of the Agreement.
- 3.10 **No payments will be made to Agency, until all of the following conditions are met:**
 - 3.10.1 Agency has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.10.2 Agency has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.10.3 This Agreement is fully executed; and
 - 3.10.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 3.11 Changes that increase or decrease the total budget amount or that change the Scope of the Agreement in any way will require a contract amendment. The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.
- 3.12 Goods and services provided in excess of the total contracted amount without prior authorization as set forth in paragraph 3.1 above will be at Agency's own risk.
- 3.13 For the period of record retention required under Section 21.0 -- Books and Records, County reserves the right to question any payment made under this Section 3.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law. **Agency must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.14 Agency must have an accounting manual that describes its financial procedures in sufficient detail to allow reasonable understanding of Agency's financial practices.

3.15 Reduction in allocation.

- 3.15.1 Notwithstanding any other provision of this Agreement, County, at its sole option, may reduce the maximum allocated amount upon the occurrence of any of the following:
- 3.15.1.1 Agency is underperforming, including failure to provide services every month of the contract year without prior written approval of County;
 - 3.15.1.2 The amount of monies the State of Arizona distributes to Pima County's General Fund pursuant to A.R.S. § 42-5029 ("distributed revenues") is less than the amount anticipated in Pima County's then current fiscal year budget ("budgeted revenues"); or
 - 3.15.1.3 The State of Arizona's financial obligations are transferred to and become an expenditure obligation of Pima County in an amount greater than the amount anticipated in Pima County's applicable annual budget.
- 3.15.2 County will notify Agency in writing of any reduction in allocated amount. The reduction in allocation and associated services will be effective on the date stated in the written notice and will not require a contract amendment.

4.0 AUDIT REQUIREMENTS. Agency will:

- 4.1 Establish and maintain a separate and identifiable account of all funds provided by County pursuant to this Agreement.
- 4.2 Provide financial statement audits as required by law.
- 4.3 Upon written notice from County, provide a program-specific financial statement. Notice will specify the period to be covered by the statement and the deadline for completion and submission of the statement.
- 4.4 Ensure that any audit conducted pursuant to this Agreement is performed by an independent certified public accountant and submitted to County within six (6) months of completion of Agency's fiscal year, unless a different time is specified by County. The audit submitted must include Agency's responses, if any, to audit findings.
- 4.5 Pay all costs for any audit required or requested pursuant to this Section 4.0
- 4.6 Timely submit the required or requested audit(s) to:

Sharon Grant
Behavioral Health Department
3950 S. Country Club Rd., 3rd Floor
Tucson, AZ 85714

- 4.7 If Agency is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Agency will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

5.0 INSURANCE

- 5.1 Agency will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Agency's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Agency for

liabilities that may arise from or relate to this Agreement. If necessary, Agency may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.2 Insurance Coverages and Limits:

5.2.1 Commercial General Liability ("CGL"): Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

5.2.2 Business Automobile Liability: Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

5.2.3 Worker's Compensation ("WC") and Employers' Liability

Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

5.3 Additional Insurance Requirements:

5.3.1 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

5.3.2 Additional Insured: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Agency. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

5.3.3 Waiver of Subrogation: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Agency.

5.3.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Agency's deductible or Self Insurance Retention (SIR). Insurance provided by the Agency shall not limit the Agency's liability assumed under the indemnification provisions of this Contract.

5.3.5 Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Agency must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

5.3.6 Subcontractors: Agency must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Agency must furnish, if requested by County, appropriate insurance certificates for each subcontractor.

Agency must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

5.4 Verification of Coverage:

5.4.1 Agency shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Agreement. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

5.4.1.1 The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,

5.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and

5.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

5.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Agreement. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement.

5.4.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

5.4.4 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

5.5 **Cancellation Notice:** For each insurance policy required by the insurance provisions of this Agreement, the Agency must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

5.6 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement 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 Agency, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6.0 INDEMNIFICATION

To the fullest extent permitted by law, Agency will defend, indemnify and hold harmless Pima County, and any related taxing district, and the officials and employees and 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 Agency or any of Agency'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 Agency 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 Indemnitee, be indemnified by Agency from and against any and all claims. Agency is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

7.0 COMPLIANCE WITH LAWS

- 7.1 Compliance with Laws; Changes. Agency will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2 Licensing. Agency warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 7.3 Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.

8.0 CHILD LABOR

Agency will comply with all child labor laws, including, but not limited to A.R.S. § 23-230 *et seq.* the applicable provisions of which are hereby incorporated as provisions of this Agreement.

9.0 FINGERPRINTING

Agency will comply with applicable provisions of A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141, which are hereby incorporated as provisions of this Agreement.

10.0 NON-DISCRIMINATION

- 10.1 Agency will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 10.2 During the performance of this contract, Agency 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.

11.0 AMERICANS WITH DISABILITIES ACT

Agency 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. If Agency is carrying out a government program or services on behalf of County, then Agency will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

12.0 INDEPENDENT CONTRACTOR

- 12.1 Agency is an independent contractor. Neither Agency nor any of Agency's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 12.2 Agency is responsible for paying all federal, state and local taxes on the compensation by Agency under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Agency's failure to pay such taxes.
- 12.3 Agency will be solely responsible for its program development, operation, and performance.

13.0 SUBCONTRACTORS

- 13.1 Except as provided in paragraph 13.2, Agency will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Agency must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 13.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Agency's performance under this Agreement.
- 13.3 Agency will be 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 Agency is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create 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.

14.0 ASSIGNMENT

Agency will not assign its rights to this Agreement in whole or in part, without prior written approval of the County. County may withhold approval at its sole discretion.

15.0 AUTHORITY TO CONTRACT

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

16.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

17.0 CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

18.0 TERMINATION

- 18.1 **Termination for Convenience:** County may terminate this Agreement at any time, without cause, by serving a written notice upon Agency at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Agency will be payment for services rendered prior to the date of termination.
- 18.2 **Termination for Cause:** County may terminate this Agreement at any time without advance notice and without further obligation if County finds Agency to be in default of any provision of this Agreement.
- 18.3 **Non-Appropriation:** Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to Agency, other than for services rendered prior to termination.
- 18.4 **Suspension:** County reserves the right to suspend Agency's performance and payments under this Agreement immediately upon notice delivered to Agency's designated agent in order to investigate Agency's activities and compliance with this Agreement. In the event of an investigation by County, Agency will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Agency will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

19.0 NOTICE

- 19.1 Agency must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 19.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

<u>County:</u>	<u>Agency:</u>
Director Pima County Behavioral Health 3950 S. Country Club Rd. Tucson, AZ 85714	Ed Mercurio-Sakwa, CEO Emerge! Center Against Domestic Abuse 2545 E. Adams Street Tucson, AZ 85716

20.0 OTHER DOCUMENTS

- 20.1 In entering into this Agreement, Agency and County have relied upon information provided in Agency's request for general funds to support the implementation of Agency's Program and any other information and documents submitted to County to obtain such funds.
- 20.2 The documents set forth in Paragraph 20.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Agency will promptly bring any provisions which Agency believes are inconsistent to County's attention, and County will provide Agency with its interpretation of the provisions in question.

21.0 BOOKS AND RECORDS

- 21.1 Agency will keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 21.2 In addition, Agency will retain all records relating to this Agreement at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, whichever date is later.

22.0 COPYRIGHT

Neither, Agency nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PUBLIC RECORDS

- 23.1 Disclosure. Pursuant to Arizona Public Records law, 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 an award of this Agreement, 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.
 - 23.2.1 If Agency reasonably believes that some of the records described in paragraph 23.1 above contain proprietary, trade-secret or otherwise-confidential information, Agency must prominently mark those records "CONFIDENTIAL."
 - 23.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Agency of the request as soon as reasonably possible.
 - 23.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 23.2.2, unless Agency has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
 - 23.2.4 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.

24.0 ELIGIBILITY FOR PUBLIC BENEFITS

Agency will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

25.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 25.1 Compliance with Immigration Laws. Agency hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Agency's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Agency will further ensure that each subcontractor who performs any work for Agency under this Agreement likewise complies with the State and Federal Immigration Laws.

- 25.2 **Books and Records.** County has the right at any time to inspect the books and records of Agency and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3 **Remedies for Breach of Warranty.** Any breach of Agency's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 25.0, is a material breach of this Agreement subjecting Agency to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Agency 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 Agency.
- 25.4 **Subcontractors.** Agency will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25.0 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 insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26.0 REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

27.0 SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

28.0 NON-EXCLUSIVE AGREEMENT

Agency understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

29.0 ISRAEL BOYCOTT CERTIFICATION

Agency hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

30.0 ENTIRE AGREEMENT

- 30.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

30.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

Chairman, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Ellen K. Wheeler
Department Representative

APPROVED AS TO FORM:

Bart J. Suran
Deputy County Attorney

AGENCY

Ed Mercurio - Sakwa
Signature

Ed Mercurio - Sakwa, CEO
Printed name and title

Date: 8/27/18

EXHIBIT A - SCOPE OF WORK

Agency: Emerge! Center Against Domestic Abuse	Program: Arizona Intimate Partner Risk Assessment Instrument System (APRAIS)
Program Address: 2545 E. Adams Street Tucson, AZ 85716	Program Contact: Ed Mercurio-Sakwa Telephone: 520-795-8001 Email: edm@emergecenter.org
Program Service Category: Support Services, Shelter & Domestic Violence	Program Award: \$100,000.00

1. **Program Overview:** Provide social services and emergency shelter as needed to victims of domestic abuse referred through the Arizona Intimate Partner Risk Assessment Instrument System (APRAIS).
2. **Program Purpose:** Assist Agency with increased work load due to implementation of APRAIS.
3. **Program Requirements:**
 - 3.1. Activities: Agency will:
 - 3.1.1. Give priority to victims referred through the APRAIS Protocol.
 - 3.1.2. Assess referred victims of domestic abuse and identify the services required by the victim and the victim's children.
 - 3.1.3. Provide immediate crisis intervention, safety planning and emotional support to the victim.
 - 3.1.4. If requested, make an appointment at one of Emerge's community-based sites for the next business day or whenever the victim is available.
 - 3.1.5. If the victim requests emergency shelter, provide that shelter in Agency's shelter, or, if shelter is full, through use of a hotel-based overflow program.
 - 3.2. Program Operations:

Services will be available 24 hours a day, 7 days a week, including holidays. The Agency's crisis hotline will be answered at all times.
4. **Budget:** Agency will be paid an annual amount of \$100,000.00 in nine monthly payments (see Article 3.1).
5. **Metrics:** Agency will provide information on a quarterly basis using the following sample report format:

SAMPLE PROGRAM PERFORMANCE QUARTERLY REPORT

Emerge! Center Against Domestic Abuse

	Month	Month	Month	Quarterly Total	Year- to- Date Total
# of referrals from law enforcement (total)	0	0	0	0	0
Pima County Sheriff's Department				0	0
TPD				0	0
Marana				0	0
Oro Valley				0	0
Sahuarita				0	0
Other				0	0
# of new APRAIS referred victims served	0	0	0	0	0
Total # of APRAIS referred victims served this month	0	0	0	N/A	N/A
# of calls arriving to Agency's crisis hotline in response to an APRAIS referral				0	0
# of calls initiated by Agency in response to an APRAIS referral				0	0
# of hours of case management services provided to APRAIS referred victims				0	0
# of APRAIS referred victims provided shelter				0	0
# of nights shelter provided to APRAIS referred victims:					
At Emerge shelter				0	0
At a hotel paid for by Emerge!				0	0
# of APRAIS referred victims receiving other services (list):				0	0

END OF EXHIBIT A

EXHIBIT B

Agency Name:

Program Name:

Contract Number:

Invoice for the Month of:

Invoice Number:

Contact Name & Number:

Remit Payment Address:

		AMOUNT BILLED FOR THIS MONTH	EXPENDITURES YEAR-TO-DATE
TOTAL			

Signature

Approved by BH

Title