

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
Tuesday, May 7, 2013 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

CALL TO THE PUBLIC

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

PRESENTATION

A short video describing the recently awarded Federal Lands Grant project for Ash Canyon Creek presented by Karen Lamberton, County Transportation Planner.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of April 23, 2013.
2. Ratify Proclamation for Law Day in Cochise County, presented on May 1, 2013.

Community Development

3. Approve the County Engineer's recommendation to alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1, as specified in project plans identified as Federal Aid Project No. STP CCH-0(200), on file in the Office of the County Engineer, and schedule a public hearing for May 21, 2013.

County Attorney

4. Approve the proposed settlement of the Tax Appeal in LBUBS 2004-C2 Highway 90 Retail LLC v. Cochise County, TX2012-000577 (Assessor Parcel Numbers 107-16-027, 107-16-031, 107-16-032A), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
5. Approve the proposed settlement of the Tax Appeal in JEAN DAVIS v. Cochise County, ST2012-000825 (Assessor Parcel Numbers 109-11-031 and 109-11-030), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
6. Approve the proposed settlement of the Tax Appeal in Title Security of Arizona Trust 963 v. Cochise County, ST2012-000706, concerning 66 parcels of vacant land (unimproved lots at Red Hawk II subdivision, also known as Red Hawk at J6 Ranch) now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Facilities

7. Approve Amendment Four to ADC Agreement No. 090098DC with the Arizona Department of Corrections, for extension of the stated agreement for a period of 18 months, effective November 9, 2012 through May 10, 2014 with the understanding that a new lease will be executed no later than May 10, 2014.

Finance

8. Approve demands and budget amendments for operating transfers.

Fleet

9. Approve the sale of a 2000 Chevy C-3500 Utility Patch Truck #2105, declared surplus by the Fleet Management Department, to the Cochise County Fair Association in the amount of \$1,500.

Health

10. Approve the renewal of IGA# ADHS13-041535, Immunization Program, between the Arizona Department of Health Services and Cochise Health & Social Services, funded annually, with an anticipated maximum billable amount of \$86,273, for salary/fringe benefits of \$50,000 plus additional reimbursable activities at a per unit assigned value, for the five year period of 1/1/13 – 12/31/17.

ACTION

Community Development

11. Approve an Intergovernmental Agreement (IGA) between the City of Sierra Vista and Cochise County for road maintenance, paving and other public works projects; this agreement shall run for a period of one year and shall automatically renew at the end of that period unless either party gives notice to the contrary.
12. Approve the placement of statutory liens on the 11 parcels listed in the staff memo to recover costs to the County of abating hazards on those parcels.

County Attorney

13. Approve the Intergovernmental Agreement between Pima County and Cochise County for Restoration to Competency Services for a three year term effective upon full execution.

Health

14. Approve the Standard Participation Agreement between Cochise Health & Social Services and Blue Cross & Blue Shield of Arizona, Inc., effective for a one year term with automatic annual renewals.

STATE & FEDERAL LEGISLATION

15. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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

**Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov**

"PUBLIC PROGRAMS, PERSONAL SERVICE"

**Presentations / Special Events
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Video Presentation - Ash Canyon Creek

Submitted By: Gussie Motter,
Board of
Supervisors

Department: Board of Supervisors

Presentation: PowerPoint

NAME of PRESENTER: Karen Lamberton **TITLE of PRESENTER:** County Transportation Planner

ORGANIZATION NAME of PRESENTER: N/A

Information

Agenda Item Text:

A short video describing the recently awarded Federal Lands Grant project for Ash Canyon Creek presented by Karen Lamberton, County Transportation Planner.

Background:

Cochise County has been awarded Scoping funds for a project presented to the Board of Supervisors on Feb. 26, 2013. This project is the Ash Canyon Creek crossing located at milepost 1.73 on Coronado Memorial Rd. The awarded project will increase the size of the culverts to 48" diameter; replace the concrete headwalls and apron, raise the upstream edge of pavement and create a concrete dip crossing at this location.

To BOS Staff: Document Disposition/Follow-Up:

Karen will supply

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of April 23, 2013.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Ratify Law Day Proclamation

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME of PRESENTER: n/a

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE of PRESENTER: n/a

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Ratify Proclamation for Law Day in Cochise County, presented on May 1, 2013.

Background:

The Law Day Proclamation is issued from the White House and was not available in time for the Board's last agenda. Law Day occurs on May 1st and the attached Proclamation was presented at the Law Day ceremony. This action is to ratify the Proclamation.

Department's Next Steps (if approved):

File signed original of Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

File signed original of Proclamation.

Attachments

Presidential Law Day Proclamation

Presidential Proclamation -- Law Day, 2013

LAW DAY, U.S.A., 2013

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

As a Nation, we are bound together not by the colors of our skin, the tenets of our faith, or the origins of our names. What unites us as Americans is our allegiance to an idea articulated more than two centuries ago: that "all men are created equal; that they are endowed by their Creator with certain unalienable rights; that among these are life, liberty, and the pursuit of happiness." In the years since that declaration, we not only forged a Republic of, by, and for the people; we also set ourselves to the task of perfecting it, and bridging the meaning of those words with the realities of our time.

This Law Day, we look back on our long journey toward equality for all. We reflect on the Emancipation Proclamation, issued by President Abraham Lincoln 150 years ago to mend a Nation half-slave and half-free under the unifying promise of liberty. We remember when Dr. Martin Luther King, Jr., stood in Lincoln's shadow a century later and gave voice to a dream, sounding the call for an America that truly lives out the meaning of its founding creed. We honor the courageous men and women who fought to bring those ageless ideals of freedom and fairness into the rule of law -- from the Civil Rights Act and the Voting Rights Act to Title IX and the Americans with Disabilities Act.

Even now, that work is not yet finished. Opportunity remains painfully unequal for too many among us; justice too often goes undone. Law Day is a chance to reaffirm the critical role our courts have always played in addressing those wrongs and aligning our Nation with its first principles. Let us mark this occasion by celebrating that history, upholding the right to due process, and honoring all who have sustained our proud legal tradition.

NOW, THEREFORE, I, BARACK OBAMA, President of the United States of America, in accordance with Public Law 87-20, as amended, do hereby proclaim May 1, 2013, as Law Day, U.S.A. I call upon all Americans to acknowledge the importance of our Nation's legal and judicial systems with appropriate ceremonies and activities, and to display the flag of the United States in support of this national observance.

IN WITNESS WHEREOF, I have hereunto set my hand this thirtieth day of April, in the year of our Lord two thousand thirteen, and of the Independence of the United States of America the two hundred and thirty-seventh.

BARACK OBAMA

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 05/07/2013

Acceptance of County Engineer's recommendation and to schedule a public hearing to alter the establishment of Davis Road, at milepost 5.1 and 13.1

Submitted By: Terry Couchenour, Community Development

Department: Community Development

Division: Highways

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS 28-6701 thru 28-6703

Information

Agenda Item Text:

Approve the County Engineer's recommendation to alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1, as specified in project plans identified as Federal Aid Project No. STP CCH-0(200), on file in the Office of the County Engineer, and schedule a public hearing for May 21, 2013.

Background:

Recommendation: The County Engineer recommends that a public hearing be set for May 21, 2013 to alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1 in accordance with State Statutes.

Background (Brief): Davis Road is one of Cochise County's major collector roads and serves as the main route for traffic between State Route 80 and 191 from Tombstone to McNeal. This road has one of the highest accident rates in the county and at times is closed due to flooding. The department identified three locations with significant drainage issues at milepost 5.1, 9.9 and 13.1. Federal funds have been earmarked in order to improve these three locations on Davis Road.

Davis Road is currently established as a Declared County Highway, 66 feet in width, per Resolution 84-90. However in order to perform the proposed improvements it is necessary to alter the established width from 66 feet to 200 feet at these two locations, to meet FHWA/ADOT standards. Further, at milepost 5.1, the curve centerline of the road will be slightly reduced in order to improve the alignment at this location.

In order to facilitate the proposed improvements, the establishment for these segments must be altered and the 200 foot wide right-of-way must be acquired. Prior establishment actions utilized a petition to schedule a public hearing. Statutory guidelines have been modified allowing the County Engineer to present a recommendation for an establishment action as opposed to a petition. The action before you today is acceptance of the County Engineer's recommendation and to schedule a public hearing, to alter the establishment of Davis Road from 66 feet in width to 200 feet in width, as specified per plans on file

with the County Engineer identified by Federal Aid Project No. STP CCH-0(200).

Department's Next Steps (if approved):

Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute. At the public hearing the Board may either approve or disapprove the establishment.

Impact of NOT Approving/Alternatives:

A public hearing will not be scheduled, proposed improvements will be in conflict with state statutes, and federal funding will not be granted.

To BOS Staff: Document Disposition/Follow-Up:

Once signed, please return a copy of the public notice to H&F, attn: Right-of-way Division. Right-of-way staff will submit for advertising.

Attachments

Executive Summary for Davis Road Altered Establishment

Maps for Davis Road Altered Establishment

Public Notice for Davis Road Altered Establishment



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

DATE: April 25, 2013

TO: Board of Supervisors

FROM: Karen Riggs, P.E., Interim Community Development Director/County Engineer KR

SUBJECT: **Proposed alteration to the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1**

Recommendation: The County Engineer recommends that a public hearing be set for May 21, 2013 to alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1 in accordance with State Statutes.

Background (Brief): Davis Road is one of Cochise County's major collector roads and serves as the main route for traffic between State Route 80 and 191 from Tombstone to McNeal. This road has one of the highest accident rates in the county and at times is closed due to flooding. The department identified three locations with significant drainage issues at milepost 5.1, 9.9 and 13.1. Federal funds have been earmarked in order to improve these three locations on Davis Road.

Davis Road is currently established as a Declared County Highway, 66 feet in width, per Resolution 84-90. However in order to perform the proposed improvements it is necessary to alter the established width from 66 feet to 200 feet at these two locations, to meet FHWA/ADOT standards. Further, at milepost 5.1, the curve centerline of the road will be slightly reduced in order to improve the alignment at this location.

In order to facilitate the proposed improvements, the establishment for these segments must be altered and the 200 foot wide right-of-way must be acquired. Prior establishment actions utilized a petition to schedule a public hearing. Statutory guidelines have been modified allowing the County Engineer to present a recommendation for an establishment action as opposed to a petition. The action before you today is acceptance of the County Engineer's recommendation and to schedule a public hearing, to alter the establishment of Davis Road from 66 feet in width to 200 feet in width, as specified per plans on file with the County Engineer identified by Federal Aid Project No. STP CCH-0(200).

Fiscal Impact & Funding Sources: There is no Fiscal Impact for scheduling a public hearing.

Next Steps/Action Items/Follow-up: Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute. At the public hearing the Board may either approve or disapprove the establishment.

Impact of Not Approving: A public hearing will not be scheduled, proposed improvements will be in conflict with state statutes, and federal funding will not be granted.



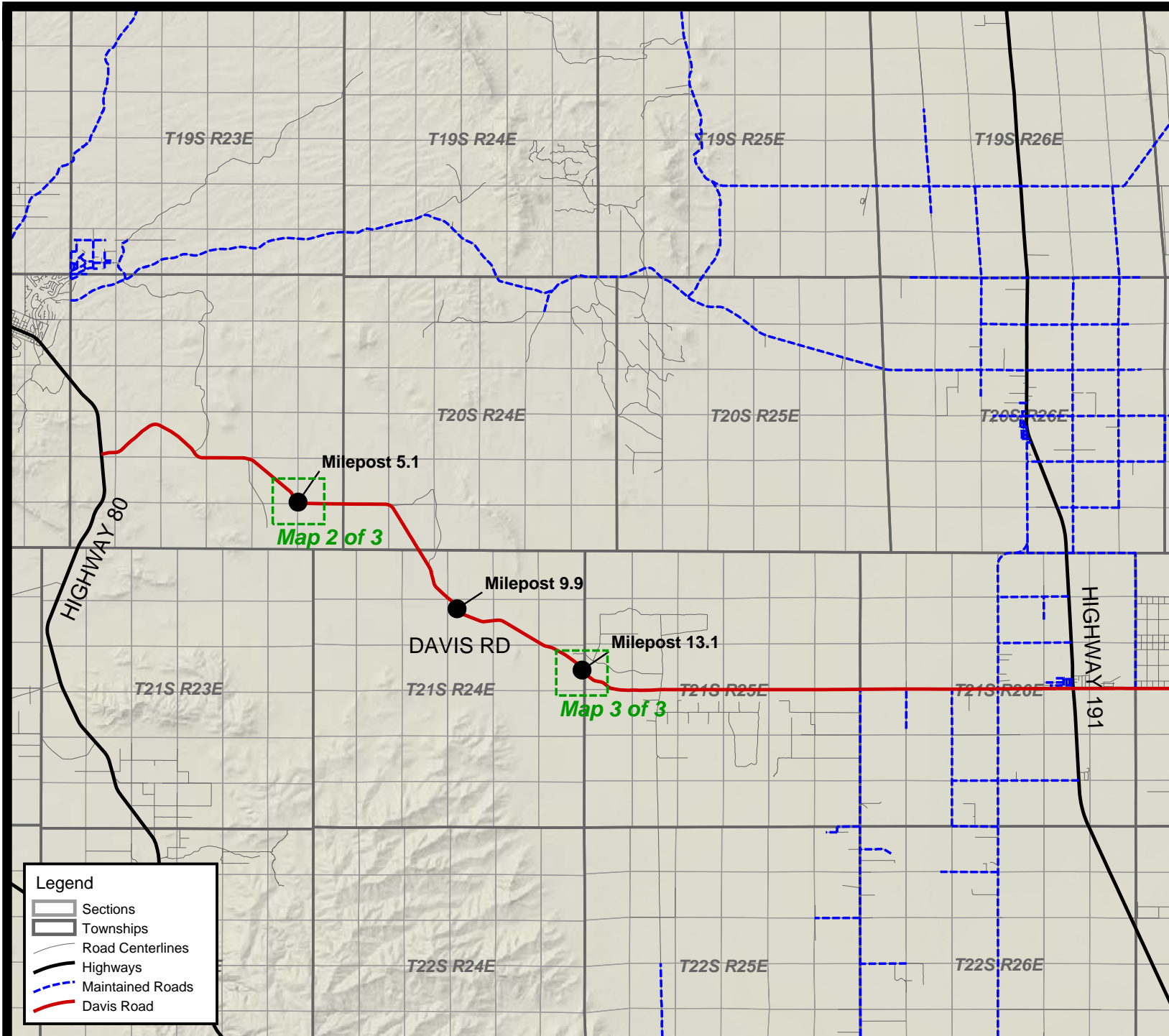
**Map 1 of 3
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 5.1 & 13.1
as a Declared
County Highway

This map is a product of the
Cochise County GIS



0' 1" = 16000'



Legend

- Sections
- Townships
- Road Centerlines
- Highways
- Maintained Roads
- Davis Road

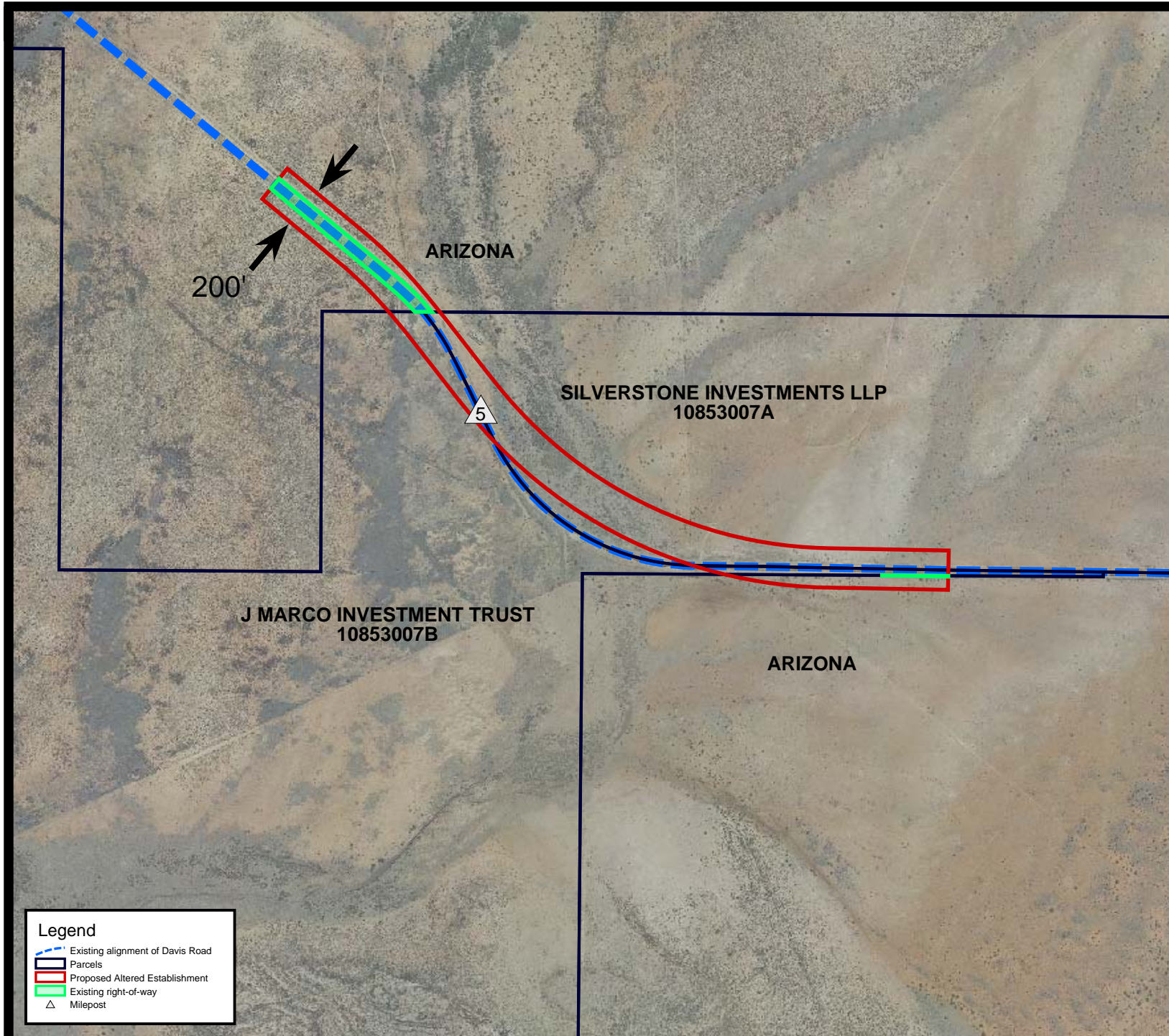


**Map 2 of 3
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 5.1
as a Declared
County Highway

Located in
Sections 25, 26
& 36
Township 20 South
Range 23 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Existing right-of-way
- Milepost

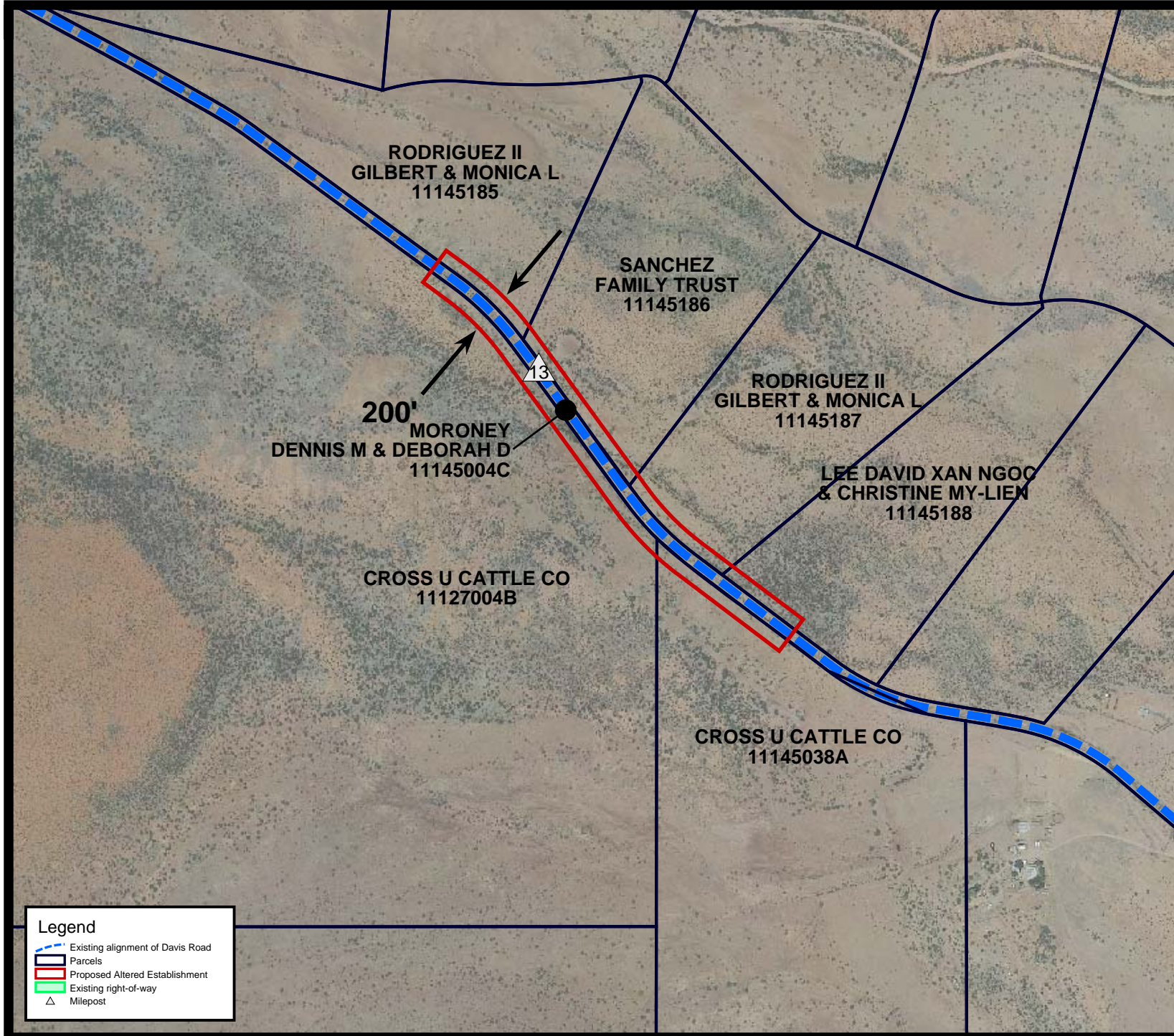


**Map 3 of 3
for Executive
Summary**

Proposed altered establishment of Davis Road MP 13.1 as a Declared County Highway

Located in Section 13 Township 21 South Range 24 East AND Section 18 Township 21 South Range 25 East G.&S.R.M.

This map is a product of the Cochise County GIS



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Existing right-of-way
- Milepost

PUBLIC HEARING

ALTERING THE ESTABLISHMENT OF A COUNTY HIGHWAY

There has been filed with the Board of Supervisors of Cochise County, Arizona, a road petition praying for the alteration of a County Highway, known as Davis Road, more particularly described as follows:

Alter the established width of Davis Road, from 66 feet to 200 feet, approximately beginning at milepost 4.7, and running southeasterly to milepost 5.5, and approximately beginning at milepost 12.85, and running southeasterly to milepost 13.35. Said altered alignments are centered on milepost 5.1 and 13.1.

Notice is hereby given that Tuesday, May 21, 2013 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition should not be granted; and

That notice of said hearing be published in the Arizona Range News once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this 7 day of May, 2013.

Katie Howard, Clerk of the Board

Ann English, Chairman
Board of Supervisors
Cochise County, State of Arizona

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

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

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

NAME of PRESENTER: N/A **TITLE of PRESENTER:** N/A

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in LBUBS 2004-C2 Highway 90 Retail LLC v. Cochise County, TX2012-000577 (Assessor Parcel Numbers 107-16-027, 107-16-031, 107-16-032A), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value for Tax Year 2013. The taxpayer did not request a specific number, leaving the amount to be set by the Court, but suggested that the maximum realistic assessment value should be less than 9.5 million dollars (\$9,500,000). After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for Tax Year 2013 should be lowered, and so recommended a settlement offer that lowers the full cash value to 9 million dollars (\$9,000,000). The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS** 0

Submitted for Signature:

NAME N/A **TITLE** N/A

of PRESENTER:

of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in JEAN DAVIS v. Cochise County, ST2012-000825 (Assessor Parcel Numbers 109-11-031 and 109-11-030), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in combined assessed value from \$361,937 to \$190,000 for Tax Year 2013. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for Tax Year 2013 should be lowered, and so recommended a settlement offer that lowers the full cash value to \$190,000. The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Approve Proposed Settlement of a Tax Appeal

Submitted By: Annette Weems, County Attorney

Department: County Attorney

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS** 0

Submitted for Signature:

NAME N/A **TITLE** N/A

of PRESENTER:

of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in Title Security of Arizona Trust 963 v. Cochise County, ST2012-000706, concerning 66 parcels of vacant land (unimproved lots at Red Hawk II subdivision, also known as Red Hawk at J6 Ranch) now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking that 66 lots be returned to Agricultural Status for tax year 2013. They had been removed during 2012 from Agricultural Status when an amended sub-division report was filed with the State Land Department asking that they be released for sale. After discussion with the Assessor, the owner filed yet another re-amended sub-division report removing these 66 parcels from the list of those released for sale. After that newly re-amended sub-division report was filed with the State Land Department, the Assessor offered to reinstate Agricultural Status for tax year 2013 as a Settlement Offer. The taxpayer accepted the Settlement Offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a Stipulation for Entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Amendment Four to ADC Agreement No. 090098DC

Submitted By: Eddie Levins, Facilities

Department: Facilities

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:

NAME of PRESENTER: Eddie Levins

TITLE of PRESENTER: Facilities Director

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve Amendment Four to ADC Agreement No. 090098DC with the Arizona Department of Corrections, for extension of the stated agreement for a period of 18 months, effective November 9, 2012 through May 10, 2014 with the understanding that a new lease will be executed no later than May 10, 2014.

Background:

The initial agreement signed and executed by the BOS on October 6, 2009 has expired, and has been extended to date under Amendments One, Two, and Three. Amendment Four extends the initial agreement for an additional period of eighteen (18) months until a new lease agreement is executed between Cochise County and the Arizona Department of Corrections.

Department's Next Steps (if approved):

Department will continue to work with the Arizona Department of Corrections to complete a new land lease agreement.

Impact of NOT Approving/Alternatives:

If the item is not approved, no current agreement will exist between Cochise County and the Arizona Department of Corrections relating to the Arizona State Prison Complex-Douglas at the Bisbee-Douglas International Airport.

To BOS Staff: Document Disposition/Follow-Up:

Please sign both original copies and return the documents to the Facilities Management Department for forwarding to the Arizona Department of Corrections for signature.

Attachments

Amendment Four

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT FOUR

The **Agreement** entered into between the **Cochise County Board of Supervisors**, hereinafter referred to as the **County**, and the Director of the **Arizona Department of Corrections**, for and on behalf of the **Arizona State Prison Complex– Douglas**, hereinafter known as the **Department** is hereby amended as follows:

This Agreement is hereby amended as follows:

It is mutually agreed that the terms and conditions of Land Lease No. 7044 between Cochise County and the Arizona Department of Corrections, ASPC-Douglas, for the real property known as Bisbee-Douglas International Airport remain valid through the term of this Agreement, with the exception of the water rate as determined by Agreement No. 090098DC until a new Lease with the determined cost and scope of additional renovations of the water system can be fully executed.

Agreement No 090098DC shall be extended for eighteen (18) months, effective November 9, 2012 through May 10, 2014 based on the understanding that a new lease be in place no later than **May 10, 2014**. The new lease will include the water rates, maintenance of the wells, and any other required improvements.

This Amendment also documents the Substantial Completion Date of 2/06/13 of the renovation improvements #1 – 7 (Phase I) outlined in Amendment Three per attached Certificate of Substantial Completion effective 3/26/13 (Attachment A).

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

COCHISE COUNTY BOARD OF SUPERVISORS

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual _____ Date _____
Ann English
Typed Name
Chairman
Typed Title
1415 Melody Lane, Bldg C
Bisbee, Arizona 85603
Typed Address

Signature of Authorized Individual _____ Date _____
Michael P. Kearns
Typed Name
Division Director, Administrative Services
Typed Title
1601 West Jefferson, MC 328
Phoenix, Arizona 85007-3002
Typed Address

Additional Signatures as Applicable

Signature _____ Date _____
Typed Name _____
Typed Title _____

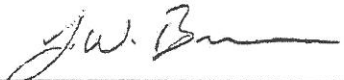

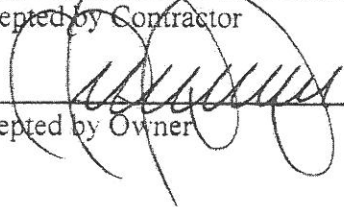
Signature _____ Date _____
Typed Name _____
Typed Title _____

ATTACHMENT A

The following documents are attached to and made part of this Certificate:

-
1. Punchlist of Items To Complete (2-6-2013)
-
-

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 _____ Executed by Engineer	6 Feb. 2013 _____ Date
 _____ Accepted by Contractor	2/12/13 _____ Date
 _____ Accepted by Owner	3/26/13 _____ Date

Project Name: Wells 7 & 8 Equipment Upgrades
 Project Owner: Cochise County
 Original Issue: 2-6-13
 Revision Date: 2-6-13



PUNCHLIST OF ITEMS TO COMPLETE

Item No. DESCRIPTION	QTY	UNIT	Dated Added	Date Complete
DISINFECTION SYSTEM				
1.1 Replace broken pressure gauge on Well 7 chlorine injector.	1	EA	2/6/2013	Completed 3/11/13
1.2 Chlorine injectors were placed behind (upstream) of check valves. The injectors must be located downstream of the check valves as shown on Sheet M-1. Please swap locations of check valves and injectors as they are now (ie. place the injectors approx. 18" upstream of the up-turned elbows leaving the building, between the check valve and ball valves).	2	EA	2/6/2013	Completed 2/26/13
1.3 The chemical injector assembly was not installed per Detail 4 on Sheet M2. Please provide an as-built sketch of the actual installation.	2	EA	2/6/2013	addressed
1.4 Complete insulation of the disinfection piping.	1	EA	2/6/2013	Not required
WELL 7				
2.1 <u>Work to be Done By OWNER:</u> Re-install a 1/2" galvanized or copper pipe connection between the Well 7 discharge pipe and the new disinfection system. This connection is required to maintain pressure at the well. Please refer to Detail 1, Sheet C-1.	-	-	2/6/2013	
WELL 8				
3.1 No Mechanical / Civil Comments.				
ELECTRICAL AND CONTROLS				
4.1 Please refer to attached comments from DARcor & Associates	1	LS	2/6/2013	

SITE OBSERVATION REPORT No.1

CONTRACTOR: Centennial Contractors Enterprise

JOB No.: 12005

DATE OF FIELD VISIT: December 11, 2012

DATE: February 6, 2013

INSPECTOR: Darwin Reynolds, P.E.

WEATHER: Clear, Cool

DESCRIPTION OF WORK IN PROGRESS

On February 6th we visited the above referenced site to perform a substantial completion walk-thru and to witness operation of the equipment installed. The system appears to be operating as intended. The following items constitute a final punchlist.

- | | | |
|------|--|-------------------------|
| 1.0 | Disinfection System | |
| 1.1. | Replace all metal straps and conduit fittings with stainless steel or coat with an approved Tnemec paint <u>approved</u> for use in a corrosive environment. | Complete
2/26/13 |
| 1.2. | Remove the existing amber beacon over the door, which does not work and replace it with the red beacon. Remove the existing red beacon conduit and conductors. | Complete
2/26/13 |
| 1.3. | Revise the chlorine booster pump motor starter wiring to match the approved shop drawings and O&M wiring diagrams. Replace the OFF pilot light nameplate with one that reads "OVERLOAD". The "RUN" light should be green and the "OVERLOAD" light should be red. | Working with
factory |
| 1.4. | Install a laminated plastic nameplate on each chlorine booster pump starter to identify which one is Chlorine Booster Pump #1 (Well 7) and which one is Chlorine Booster Pump #2 (Well 8). Nameplates must be attached with SS self-tapping screws. | Complete
3/6/13 |
| 2.0 | Well 7 | |
| 2.1. | Install the Mission RTU cabinet in a NEMA 4 enclosure along with the power supply and Elk relays. Install terminal blocks for all field wiring terminations. This cabinet shall be fabricated by a UL-508 panel shop complete with wiring diagrams, elevation and bill of materials. The top of this new enclosure shall not be higher than 6-feet above the concrete pad. | Complete
2/27/13 |
| 2.2. | Replace all conductors/cables with 300V insulation with conductors/cables having 600V insulation. | Complete
2/27/13 |
| 2.3. | Install intrusion alarm switch on generator's south door. | Complete
2/27/13 |
| 2.4. | Terminate conductors entering the generator in a 4-square junction box. Extend conductors to the generator control panel in flexible metal conduit. Utilize a plenum rated 2/C cable from the junction box to each intrusion alarm switch and to the low fuel level sensor. Route cables in a neat manner along the walls or roof parallel or perpendicular to the walls and roof. Attach with plastic ties fastened with screws to the generator enclosure. | Complete
2/27/13 |
| 2.5. | Install a laminated plastic nameplate on the well pump starter to identify it as the Well 7 Motor Controller. Nameplate must be attached with SS self-tapping screws. | Complete
3/6/13 |
| 2.6. | Install a green equipment grounding conductor in each conduit containing 120V or higher conductors. | Complete
2/26/13 |
| 2.7. | Bond all metal boxes to the equipment grounding conductor. | Complete
2/26/13 |
| 2.8. | Take apart and clean the isolation and bypass contactors. They have become dirty and are no longer making good contact when energized. | Addressed 2/26/13 |

- 2.9. Provide a laminated copy of the final wiring diagram and attach it inside the well pump controller door. Complete 3/15/13
 - 2.10. Per cutsheets, the maximum operating temperature for the solid state soft starter is 122°F. Provide documentation or letter from the manufacturer stating that ventilation is not required for an outdoor application in Douglas, Arizona. If not, add a ventilation fan and louvers to the enclosure to limit the temperature inside the cabinet to ambient air temperature. The fan should be located near the top of the cabinet on the opposite side of the intake louver. The intake louver should be located near the bottom of the cabinet on the opposite wall as the fan and should include a filter. The fan should be controlled by the thermostat. Addressed 3/11/13
- 3.0 Well 8
- 3.1. Install a laminated plastic nameplate on the well pump starter to identify it as the Well 8 Motor Controller. Nameplate must be attached with SS self-tapping screws. Completed 3/6/13
 - 3.2. Remove flowmeter power supply and junction box on the wall. Power the flowmeter loop from the 12VDC auxiliary power supply in the Mission RTU cabinet. Complete 3/6/13
 - 3.3. Provide a laminated copy of the final wiring diagram and attach it inside the well pump controller door. Complete 3/15/13
- 4.0 Tank Site
- 4.1. Lower the Mission RTU cabinet such that the top of the enclosure is not higher than 6-feet above grade. Addressed
- 5.0 Other
- 5.1. Furnish an **ACCURATE** set of red lined as-built plans so that we can prepare Record Drawings. Addressed

Please do not hesitate to call if you have any questions.

Sincerely,



Darwin Reynolds, P.E.
Project Engineer

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Regular Board of Supervisors Meeting**Meeting Date:** 05/07/2013

Sale of Surplus Utility Patch Truck to the Cochise County Fair Association

Submitted By: Dave Seward, Procurement**Department:** Procurement**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS** 0**Submitted for Signature:****NAME** N/A **TITLE** N/A**of PRESENTER:****of PRESENTER:****Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the sale of a 2000 Chevy C-3500 Utility Patch Truck #2105, declared surplus by the Fleet Management Department, to the Cochise County Fair Association in the amount of \$1,500.

Background:

A 2000 Chevy C-3500 Utility Patch Truck #2105 has been declared surplus by the Fleet Management Department. The Cochise County Fair Association has requested to purchase the equipment from the County with an offer of \$1,500.

In accordance with ARS§11-251, a county may with unanimous consent of the board, without public auction, sell or lease any county property for a specific use to any solely charitable, social or benevolent nonprofit organization incorporated or operating in this state. The Fleet Management Director has made a determination that \$1,500 is a reasonable offer based on current market conditions.

Department's Next Steps (if approved):

Prepare bill of sale. Collect and deposit monies from sale.

Impact of NOT Approving/Alternatives:

The Cochise County Fair Association would have to bid on this vehicle at public auction.

To BOS Staff: Document Disposition/Follow-Up:

No action required

Attachments

Photo



04/18/2013 10:04

Regular Board of Supervisors Meeting**Meeting Date:** 05/07/2013

IGA# ADHS13-041535, Immunization Program, 5yr Renewal

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** ADHS

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

Information**Agenda Item Text:**

Approve the renewal of IGA# ADHS13-041535, Immunization Program, between the Arizona Department of Health Services and Cochise Health & Social Services, funded annually, with an anticipated maximum billable amount of \$86,273, for salary/fringe benefits of \$50,000 plus additional reimbursable activities at a per unit assigned value, for the five year period of 1/1/13 – 12/31/17.

Background:

CHSS has received funds for its Immunization Program since 1993 to deliver immunization services to County residents. The State provides the vaccine to us free of charge. The grant funds pay for management, staffing, and operating costs of this program.

Our services, which are free for all uninsured or underinsured children effective 10/1/2012, include: immunizing children against vaccine preventable diseases during the course of their childhood, maintaining their vaccination records in accordance with state and national requirements, and assisting school age children with required vaccinations in order to meet school registration and advancement requirements. The Public Health Nurses at all five Health Department locations conduct regular clinics weekly (which are heavily attended), in addition to monthly evening clinics, year round. Schedules have been expanded in two locations to include additional half day clinics as needed.

The subsequent IGA amendments of this agreement will provide a price sheet which denotes reimbursement rates per unit of service or activity with detailed ceiling amounts depending on market forces related to the cost of vaccine. The total expected amount available for payment during this grant year (\$86,273) is not expected changed. This agreement adds to the scope of work by including twenty activities such as visiting schools and childcare centers whose immunization rates are below nation averages. The price sheet adds additional rates to include onetime school IDR submittal at \$ 250.00 per submittal and \$25.00 per follow up visit, and case management follow up for perinatal hepatitis B. The scope of work is open from 1/1/2013 through 12/31/2013 and is renewable through 2017. The

agreement will increase the rates slightly but exact amounts cannot be determined until individual schools IDR's are reviewed and schools have been contacted.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Noncompliance with the IGA scope of work, and cessation of the Immunization Program for Cochise County children.

To BOS Staff: Document Disposition/Follow-Up:

BOS Signature is not required. A fully executed copy will be sent to the Clerk of the Board for filing purposes.

Fiscal Impact

Fiscal Year: 2013-2017

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 55,189

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant funded, fixed-price program through the Arizona Department of Health Services in the anticipated amount of \$86,273. The net county subsidy is as follows:

Budgeted Salaries/EREs: \$100,919

A-87 OH @ 46.98%: \$47,412

5% Small-Grant OH: \$4,314

Net County Subsidy: \$43,098

Attachments

ADHS13-041535 5yr Renewal 4-13

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Department/Division: HEALTH/NCHS
 Date Prepared: 4/25/13 Telephone: 520-432-9402
 Grantor: ADHS Grant Title: Immunization Program
 Grant Term From: 1/1/13 To: 12/31/17
 Fund No/Dept. No: 234 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. _____ Increase \$ 0 Decrease \$ 0

Briefly describe purpose of grant:

CHSS has received funds for its Immunization Program since 1993 to deliver immunization services to children in Cochise County. The ADHS provides the vaccine to CHSS free of charge. The grants funds are to pay for management, staffing and operating costs of this program.

If amendment, provide reason:

This renewal is intended to continue level funding of the Immunization Program for the next 5 years, at \$86,273, which is received in two separate purchase orders during each year.

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

Mandated by ADHS

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$86,273			\$86,273
Remaining Years					
Total Revenue		\$86,273			\$86,273

Is County match required? Yes No If yes, dollar amount \$ _____

Has this amount been budgeted? Yes No Identify Funding Source: ADHS

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment Quarterly payments Draw Reimbursement

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

a) Total A-87 cost allocation \$ 55,189

b) Amount of overhead allowed by grant \$4,314 County subsidy (a-b) \$50,875

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

If yes, dollar amount \$ 4,314 OR percentage allowed 5%

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 7

Executive Summary Form

Recommendation:

Approve the renewal of IGA# ADHS13-041535, Immunization Program, between the Arizona Department of Health Services and Cochise Health & Social Services, funded annually, with an anticipated maximum billable amount of \$86,273, for salary/fringe benefits of \$50,000 plus additional reimbursable activities at a per unit assigned value, for the five year period of 1/1/13 – 12/31/17.

Background (Brief):

CHSS has received funds for its Immunization Program since 1993 to deliver immunization services to County residents. The State provides the vaccine to us free of charge. The grant funds pay for management, staffing, and operating costs of this program.

Our services, which are free for all uninsured or underinsured children effective 10/1/2012, include: immunizing children against vaccine preventable diseases during the course of their childhood, maintaining their vaccination records in accordance with state and national requirements, and assisting school age children with required vaccinations in order to meet school registration and advancement requirements. The Public Health Nurses at all five Health Department locations conduct regular clinics weekly (which are heavily attended), in addition to monthly evening clinics, year round. Schedules have been expanded in two locations to include additional half day clinics as needed.

The subsequent IGA amendments of this agreement will provide a price sheet which denotes reimbursement rates per unit of service or activity with detailed ceiling amounts depending on market forces related to the cost of vaccine. The total expected amount available for payment during this grant year (\$86,273) is not expected changed. This agreement adds to the scope of work by including twenty activities such as visiting schools and childcare centers whose immunization rates are below nation averages. The price sheet adds additional rates to include onetime school IDR submittal at \$ 250.00 per submittal and \$25.00 per follow up visit, and case management follow up for perinatal hepatitis B. The scope of work is open from 1/1/2013 through 12/31/2013 and is renewable through 2017. The agreement will increase the rates slightly but exact amounts cannot be determined until individual schools IDR's are reviewed and schools have been contacted.

Fiscal Impact & Funding Sources:

This is a grant funded, fixed-price program through the Arizona Department of Health Services in the anticipated amount of \$86,273. The net county subsidy is as follows:

Budgeted Salaries/EREs	\$113,023
A-87 OH @ 48.83%	\$55,189
5% Small-Grant OH	\$4,314
Net County Subsidy	<u>\$50,875</u>

Next Steps/Action Items/Follow-Up:

Your approvals are respectfully requested.

Impact of Not Approving:

Noncompliance with the IGA scope of work, and cessation of the Immunization Program for Cochise County children.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-041535

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

Project Title: Immunization Program

Begin Date: 1/1/2013


Geographic Service Area: Cochise County

Termination Date: 12/31/2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Cochise County Health & Social Services Address: 1415 West Melody Lane, Bldg A Bisbee, Arizona 85603-3090	FOR CLARIFICATION, CONTACT: Name: <u>Mary Gomez, M.N., Director</u> Phone: <u>520-432-9609</u> FAX No: <u>520-432-9698</u>
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	This Contract shall henceforth be referred to as Contract No. <u>ADHS13-041535</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 20__ Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  Signature of Person Authorized to Sign _____ Date <u>4-19-13</u> <u>Terry Bannon</u> Dep. Co. ATTY Print Name and Title	RESERVED FOR USE BY THE SECRETARY OF STATE Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.
Attorney General Contract, No. P0012012000033 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General:	

Contract Number ADHS13-041535	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-041535	

2. Contract Type.

This Contract shall be:

 X Fixed Price

3. Contract Interpretation.

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 3.3.1 Terms and Conditions;
- 3.3.2 Statement or Scope of Work;
- 3.3.3 Attachments;
- 3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

Contract Number ADHS13-041535	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. 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.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Contract Number ADHS13-041535	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- 4.11 E-Verify Requirements 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 Section A.R.S. § 23-214, Subsection A.

Contract Number ADHS13-041535	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

- 4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

- 5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2 Recoupment of Contract Payments.
 - 5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
 - 5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
 - 5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
 - 5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

Contract Number ADHS13-041535	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1 Accept a decrease in price offered by the Contractor;
- 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4 Cancel the Contract.

6. **Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-041535	

7. Risk and Liability

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Contract Number ADHS13-041535	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

Contract Number ADHS13-041535	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	--

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30)

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-041535	

days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-041535	TERMS AND CONDITIONS

for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
 - 15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-041535	

HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Authorization for Services** Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

20. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-041535	

A. Background

The Arizona Department of Health Services (ADHS), Arizona Immunization Program Office (AIPO), has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC). All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

B. Objective

1. Enhance program stewardship and accountability for all publicly-purchased vaccine and Vaccines for Children Program (VFC) and Section 317
http://www.hhs.gov/recovery/reports/plans/pdf20100610/CDC_Section%20317%20Immunizations%20June%202010.pdf
2. Assess and improve immunization coverage levels.
3. Assure access to vaccines for eligible populations in Arizona.
4. Prevent and control Vaccine Preventable Diseases (VPD).

C. Scope of Services

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan.

The tasks, activities and performance measures shall be geared for the calendar year of January to December.

D. Tasks

The Contractor shall:

1. Activity One (1) Immunization Action Plan (IAP)

- 1.1 Develop and implement an annual IAP to ensure that immunization coverage levels in the County's young child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the "Guide to Community Preventive Services" located at: <http://thecommunityguide.org>. In addition to all other required activities, the IAP must contain the following:
 - 1.1.1 The current delivery of immunization services in the public sector, the number of immunization clinics, the location of clinics, the dates and times of clinics, and appropriate changes made to increase immunization coverage levels;
 - 1.1.2 The strategies to bring more clients into provider clinics and medical home offices to receive immunizations;
 - 1.1.3 The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including National Immunization Survey results, State reports, and locally gathered statistics; and
 - 1.1.4 A description of how activities will accomplish the objectives and tasks within this Scope of Services and address low or lagging coverage rates.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-041535	

1.2 Annually present to the County Health Officer and the Board of Health a review of the County IAP including the Spring and Fall immunization assessment results.

2. Activity Two (2) Perinatal Hepatitis B Case Management

2.1 Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The Contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (<http://www.azdhs.gov/phs/immun/documents/Perinatal-Hepatitis-B-Manual.pdf>). AIPO will provide the Contractor with a listing of identified HBsAg-positive women in the County. Specifically the Contractor shall conduct the following activities and provide the state Perinatal Hepatitis B program with the following statistical information on case management and services provided to the County's perinatal Hepatitis B cases:

- 2.1.1 Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg-positive mothers (including infants born to mothers whose HBV status is unknown) are offered appropriate prophylactic treatment after birth;
- 2.1.2 Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post serology testing within nine to fifteen (9-15) months of age;
- 2.1.3 Implement measures to assure that all identified household/sexual contacts of HBsAg-positive mothers in the County are offered testing (to include HBsAg and anti-HB's) for susceptibility and immunized if susceptible; and
- 2.1.4 Submit, at least quarterly, a Hepatitis B Line Listing Report (<http://www.azdhs.gov/phs/immun/documents/Perinatal-Hepatitis-B-Manual.pdf>) which includes data on HBsAg+ women, contacts, infants born to HBsAg+ women, vaccinations due, and vaccinations received by infants during the quarter.

3. Activity Three (3) Comprehensive Clinic Assessment Software Application (CoCASA)

3.1 Review Spring and Fall CoCASA summary reports provided by AIPO (see Exhibit One (1)), which provide data analysis of the immunization rates of children and adolescents immunized at the Contractor's clinic sites, and can be used to pinpoint strengths and areas of improvement. Share results with clinic staff to identify:

- 3.1.1 Missed opportunities to immunize;
- 3.1.2 Invalid doses;
- 3.1.3 Missing immunizations;
- 3.1.4 Coverage levels; and
- 3.1.5 Strategies to follow-up with under-immunized clients and to improve coverage levels.

4. Activity Four (4) Reminder/Recall

4.1 Conduct monthly Reminder/Recall activities that include, but are not limited to, notification to parents/guardians of all children and adolescents, and to adults, served by the County.

- 4.1.1 Remind parents/guardians/adults of the next vaccination visit no earlier than two (2) weeks prior to the date the next vaccination is due; and

Contract Number ADHS13-041535	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
----------------------------------	--

- 4.1.2 Recall children, adolescents, and adults who are overdue for vaccinations no later than four (4) weeks after the missed visit.

5. Activity Five (5) Follow-up to CoCASA Report

- 5.1 Follow-up on all children who were identified as not up-to-date during the March and September CoCASA assessments. The Contractor shall utilize a reminder system such as:
 - 5.1.1 Postcards;
 - 5.1.2 Auto-dialer;
 - 5.1.3 Telephone calls; and
 - 5.1.4 Other.

6. Activity Six (6) Arizona State Immunization System (ASIIS)

- 6.1 Enroll in ASIIS and use the latest version of the ASIIS web application (www.asiis.state.az.us) to take any required training, order vaccine, and to report, within thirty (30) days, immunizations administered to all children and to adults who consent to entry into ASIIS; and to retrieve information from the ASIIS Central Registry.
 - 6.1.1 Adhere to ARS 36-135, ARS 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp> and http://www.azsos.gov/public_services/table_of_contents.htm;
 - 6.1.2 Ensure internet access for program personnel;
 - 6.1.3 Sign a User's Agreement form annually and submit to ASIIS; and
 - 6.1.4 Adhere to guidelines posted at the Arizona State Immunization Information System, (ASIIS) website (<https://www.asiis.state.az.us/main.jsp>), which include vaccine ordering policies, inventory management and dose-level accountability.

7. Activity Seven (7) Vaccine Management

- 7.1 In cooperation with staff from AIPO, complete an annual on-site Clinic Practices Operational Review and/or Vaccine Management Review of Contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Child and Adolescent Immunization Practices* located at: <http://pediatrics.aappublications.org/content/112/4/958.extract> and the *Standards for Adult Immunization Practices* (located at http://www.azdhs.gov/phs/immun/pdf/immunizations/winter07/InsertA_Winter2007.pdf) as guides in conducting the review. The review procedure shall include:
 - 7.1.1 A review of clinic immunization practices; and/or
 - 7.1.2 An audit of clinic vaccine management practices.
- 7.2 The Contractor shall be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues to which the Contractor has distributed vaccine.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-041535	

8. Activity Eight (8) Enrollment in VFC Program

- 8.1 Enroll as a Vaccines for Children (VFC) provider and comply with the program requirements as defined in the Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide and AIPO directives on appropriate use of 317 funded vaccine located at: (http://www.azdhs.gov/phs/immun/act_aipo.htm#vfc).

9. Activity Nine (9) VPD Case Management/Flu Surveillance

- 9.1 Conduct the following activities related to VPD (including but not limited to, diphtheria, tetanus, pertussis, polio, meningococcal disease, Hib, measles, rubella and congenital rubella syndrome, mumps, hepatitis A, and hepatitis B) surveillance, coordinating efforts with the ADHS Office of Infectious Disease Services (OIDS) and AIPO:
- 9.1.1 Maintain a passive surveillance system for VPDs and perform investigation of each suspected VPD;
 - 9.1.2 Facilitate appropriate laboratory testing of specimens;
 - 9.1.3 Notify OIDS of all cases of VPD (suspected, probable, and confirmed) in a timely manner, and complete the ADHS VPD investigation and reporting forms or electronic screens;
 - 9.1.4 Complete outbreak summary reports; ensure proper, accurate and timely reporting by schools and by providers for varicella surveillance; and work with OIDS to complete varicella reports; and
 - 9.1.5 Conduct year-round influenza surveillance by appointing a Local Influenza Surveillance Coordinator to be responsible for selecting and recruiting surveillance sites, collecting data from selected sources, and submitting data to OIDS on a weekly basis during influenza season.
- 9.2 Protocols for these activities are specified in "Case Definitions for Reportable Communicable Diseases" located at: <http://www.azdhs.gov/phs/oids/pdf/casedefinitions.pdf>; "Infectious Disease Investigation Manual" located at: <http://www.azdhs.gov/phs/oids/investigations/manual.htm>; and "Vaccine Preventable Disease Surveillance Manual" located at: www.cdc.gov/vaccines/pubs/surv-manual/index.html.

10. Activity Ten (10) Outreach Education

- 10.1 Distribute and encourage the use of the *Arizona Lifetime Immunization Card (ALIC)* located at: http://www.azdhs.gov/phs/immun/pdf/forms_request.pdf to County providers; distribute copy-ready copies of *Vaccine Information Statements (VISs)* located at: <http://www.immunize.org/vis/> to County providers; *Arizona School Immunization Record (ASIRs)* <http://www.immunize.org/vis/> to County schools; and *Emergency Information and Immunization Record Cards (EIIRCs)* <http://www.azdhs.gov/als/forms/ccgh11.pdf> to County Child Care Facilities and document distribution in the Quarterly Progress Report;
- 10.2 Distribute "new mother" information/education which will include, but not be limited to, the Arizona Lifetime Immunization Record (ALIR) located at: http://www.azdhs.gov/phs/immun/pdf/forms_request.pdf and a current immunization schedule, to all birthing centers in the Contractor's county and document distribution in the Quarterly Progress Report;
- 10.3 In partnership with public and private sector organizations promote immunizations by using educational materials, social media, special mailings, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods; and

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-041535	

10.4 Conduct activities to promote and increase attendance of children, adolescents, and adults, as appropriate, at existing immunization clinics during National Infant Immunization Week (NIIW) in April, Child Health Month in October, National Influenza Vaccination Week, and other immunization promotional events.

11. Activity Eleven (11) Healthcare Provider Education

11.1 Present at least one (1) one-hour immunization education programs for the staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. The program shall include the topics of vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling. The Contractor shall report these sessions to AIPO in the Quarterly Progress Reports.

12. Activity Twelve (12) Staff Education

12.1 Regularly update all immunization clinical staff on appropriate and timely education and training on immunization-related issues by ensuring that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases program or the annual update (available as a DVD or web-on-demand product from CDC); and

12.2 Ensure that the County Immunization Program Coordinator, or appropriate substitute, attends four (4) Quarterly Immunization Services meetings conducted by AIPO, a minimum of one (1) state or national immunization conference, and one (1) immunization education program.

13. Activity Thirteen (13) Vaccine Adverse Event Reporting System (VAERS)

13.1 Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act (Section 2126 of the Public Health Service Act, 42, U.S.C. Section 300aa-26 located at: http://www.cdc.gov/vaccinesafety/Vaccine_Monitoring/history.html;

13.1.1 Submit reports of adverse reactions to the electronic VAERS within seventy-two (72) hours of notification of the adverse event located at: <http://vaers.hhs.gov/index>;

13.1.2 Follow-up on any reports as requested by CDC or AIPO; and

13.1.3 Submit a copy of the electronic VAERS report and any follow-up reports to AIPO.

14. Activity Fourteen (14) Insurance Reimbursement

14.1 Explore methods and seek reimbursement, when possible, for immunization administration fees from Medicaid health care plans, KidsCare, private health care plans, and Medicare.

15. Activity Fifteen (15) School/Childcare Immunization Data Reports (IDRs)

15.1 Support and work directly with school and childcare facilities in order to improve compliance with state immunization requirements located at: http://www.azdhs.gov/phs/immune/index_schchild.htm and the submission of required reports, in the format specified by AIPO/ADHS located at: http://www.azdhs.gov/phs/immun/documents/idr_form.htm. AIPO will provide to the Contractor lists of schools and childcare centers that might need assistance with compliance. Work will include on-site visits to provide education and technical assistance. The Contractor shall:

15.1.1 Review immunization records;

15.1.2 Assist the site in completing a "Referral Notice of Inadequate Immunization" for each under-immunized child;

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-041535	SCOPE OF SERVICES

- 15.1.3 Complete and submit, to AIPO, the site's IDR for each grade level required by AIPO/ADHS; and
- 15.1.4 Include a copy of the submitted school/childcare IDR(s), signed by both the Contractor and school/childcare representative, as supporting documentation to the Contractor Expenditure Report (CER).

16. Activity Sixteen (16) VPD Outbreak and Pandemic Preparedness

- 16.1 In conjunction with State public health preparedness programs, the Contractor shall develop or revise plans for responding to VPD outbreaks and pandemic responses in coordination with equivalent public health preparedness programs and other relevant partners, such as communicable disease groups, including mass vaccination, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel. VPDs include, but are not limited to measles, pandemic influenza, and anthrax.

17. Activity Seventeen (17) Adult Immunizations

- 17.1 Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels striving to reach Healthy People 2020 immunization rates located at: www.healthypeople.gov.

The Contractor shall:

- 17.1.1 Inform providers and beneficiaries that pneumococcal and influenza vaccine and their accompanying administrative costs are Medicare-covered benefits;
- 17.1.2 Provide consultation, technical assistance, and advocacy to nursing homes and assisted-living facilities to promote influenza and pneumococcal immunizations for residents and staff;
- 17.1.3 Provide education and assessments of coverage levels;
- 17.1.4 Encourage use of a standardized immunization record;
- 17.1.5 Encourage participation in The Arizona Partnership for Immunization (TAPI) coalition on the adult immunization subcommittee;
- 17.1.6 Provide and implement a strategy addressing the immunization rates of special adult populations (i.e., college students, educators, health care workers, and child care employees);
- 17.1.7 Immunize adults if vaccine is available; and
- 17.1.8 Target at-risk adults, healthcare workers, and others with vaccine and educational messages.

18. Activity Eighteen (18) Child Immunizations

- 18.1 In partnership with public and private sector organizations, such as Women, Infants, and Children Program (WIC), promote child immunizations in an effort to raise coverage levels, striving to reach Healthy People 2020 immunization rates (www.healthypeople.gov). Contractor will target, but not be limited to, the following:

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-041535	

- 19.1.1 Children two (2) years of age and younger, school and childcare required immunizations, and women, infants and children enrolled in the (WIC) programs;
- 19.1.2 Adolescents in locations such as teen centers, junior/middle schools, and juvenile detention; and
- 19.1.3 Children of mothers born after September 30, 1983 in countries with chronic hepatitis B infection of two (2) percent or higher (Asia, Africa and northern South America).

19. Activity Nineteen (19) (At the Contractor's Option)

- 19.1 Conduct one (1) or more site visit(s) to each birthing hospital participating in the Perinatal Hepatitis B Program. The Contractor should encourage and ensure policies and procedures for maternal screening, prophylaxis of high-risk infants, and routine immunization of all infants are in place. The Contractor shall provide professional and parent educational materials and offer educational programs to labor and delivery and newborn nursery staff. The Contractor shall report the findings of this visit to AIPO.

20. Activity Twenty (20) (At Contractor's Option)

- 20.1 Continue to have an Immunization Coalition. The Contractor should ensure that the Immunization Coalition Executive Committee meets quarterly to assist with the development of the IAP and propose ways of removing barriers to immunization. The coalition executive committee shall meet at least semi-annually. At least fifty percent (50%) of the members should represent organizations other than the County Department of Public Health.

E. Requirements

- 1. The activities in this Contract shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children under the age of two (2) years in both the public and private sectors of health care. Funds shall be used for immunization related services and activities and in accordance with any federal and state regulations.

F. State Provided Items

The Arizona Immunization Program Office will provide:

- 1. CoCASA Summary Report (example) which contains Assessment criteria for children twelve to twenty-three (12-23) months old and twenty-four to thirty-five (24-35) months old.

G. Deliverables

The Contractor shall:

- 1. Complete and submit a monthly Contractor's Expenditure Report (CER) listing all reports/summaries for which reimbursement is due within thirty (30) days at the end of the month. The Contractor is expected use the funds received from the CER for immunization-related services and activities and in accordance with any Federal and State regulations.
- 2. Complete and submit reports as indicated in Exhibit One (1), Scheduled Reports Delivery.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES
ADHS13-041535	

H. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Immunization Services Manager
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 120
Phoenix AZ 85007
Telephone: 602:364-3626
FAX: 602:364-3285

2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Cochise County Health & Social Services
1415 West Melody Lane, Bldg. A
Bisbee, Arizona 85603-3090
Attn: Mary Gomez, M.N., Director
Phone: 520-432-9609
Fax: 520-432-9698
E-Mail: mgomez@cochise.az.gov

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS13-041535	

Immunization Program
Effective Date: January 1, 2013 through December 31, 2013*

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Salary/Fringe	Yearly	N/A	Total	\$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age	Quarterly	\$50.00	Visit	As approved by ADHS and authorized by purchase order
Immunization Completion for children zero (0) to eighteen (18) years of age	Quarterly	\$100.00	Visit	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Case	
School/Childcare IDR Management – Preparation and Submittal	Quarterly	\$250.00	Each/per grade level IDR	
Immunization Visit for adults nineteen (19) years of age and older	As funding is available	\$50.00	Visit	
Immunization Visit for Flu Vaccine, in children and adults	When specific flu vaccine funds are available	\$50.00	Visit	

***Prices may be reviewed and adjusted annually over the term of the Contract.**

Contract Number	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
ADHS13-041535	

Scheduled Reports Delivery

Reports	Due Date
Immunization Action Plan (IAP)	February 1 st
Quarterly Progress Reports	April 30 th July 31 st October 31 st January 31 st
Childcare Immunization Data Reports	November 15 th
School Immunization Data Reports	November 15 th
Hepatitis B Line Listing Report (submitted with CER)	April 30 th July 31 st October 31 st January 31 st
Contractor Expenditure Report	Monthly

Contract Number	INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)
ADHS13-041535	

Fee for Service Definitions

A. Fixed Price

1. Immunization Administration

1.1 "Immunization Visits" is the rate paid to supplement the administration cost for each child immunization visit. Source document: Vaccines for Children Accountability Log to be submitted with the quarterly Contractor's Expenditure Report (CER).

1.2 "Completions" is the rate paid for each child who completes (receives) four (4) DTaP, three (3) Polio, one (1) MMR, one to four (1-4) Hib, three (3) Hep B, and one (1) Varicella by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. Source document: ASIIS Completion Report to be submitted with the quarterly CER.

2. Perinatal Hepatitis B Case Management

Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.

Contract payment for each case will be paid in two increments, depending upon completion of prenatal and postnatal services:

2.1 "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported on the Hepatitis B Line Listing Report which shall accompany the quarterly CER.

2.2 "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant's name, date of birth (DOB), birth weight, date of administration of HBIG and Hepatitis B # 1, and the name of the infant's health provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.

Per CDC guidelines (refer to Hepatitis B Manual identified in Activity 2.1) infants born to HBsAg -positive mothers should receive Hepatitis #3 optimally by six (6) months of age (a grace period of two months is allowed for a "completed series"). Contract payment will only be paid until twelve (12) months of age. All services will be reported on the Hepatitis B Line Listing Report which shall accompany the quarterly CER.

Contract Number	INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)
ADHS13-041535	

3. Immunization Data Report (IDR) Submission

- 3.1 An "Immunization Data Report (IDR)" is an AIPO-designed form used to collect enrollment and immunization information from a school or child care center about children in an age group or at a grade level required by ADHS and posted at http://www.azdhs.gov/phs/immun/idr_forms.htm. IDRs must include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from immunization requirements. In addition to the information listed above, IDRs from child care centers must also include the name or identification number of each enrolled child and the immunization history for each enrolled child. Schools and child care centers are required to submit an annual Immunization Data Report per Arizona Revised Statutes 15-874, and Arizona Administrative Code, R9-6-707.

- 3.2 "Immunization Data Report Submission" is the rate paid per childcare center or per grade level for a school Immunization Data Report. This rate includes at least one site visit to the school or child care center and documentation of the completed Immunization Data Report signed by a representative of the school or child care center, and a member of the CHD staff, submitted with the CER.

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 05/07/2013

Public Works IGA with Sierra Vista

Submitted By: Rorri Perez, Community Development

Department: Community Development

Division: Highways

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Karen Riggs

TITLE of PRESENTER: Interim Director

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between the City of Sierra Vista and Cochise County for road maintenance, paving and other public works projects; this agreement shall run for a period of one year and shall automatically renew at the end of that period unless either party gives notice to the contrary.

Background:

The City of Sierra Vista has approached us with proposed maintenance of Moson Road at Highway 90 as well as possible future projects which are mutually beneficial. We had an IGA with the City of Sierra Vista before, but they rescinded the contract in 2005, so this action would approve the general IGA that is automatically renewed each year.

Department's Next Steps (if approved):

Once an approved IGA is in place, our department will work with the City of Sierra Vista to complete the projects accordingly within the scope of work and the Annual Work Plan.

Impact of NOT Approving/Alternatives:

The work for the City of Sierra Vista will not be performed.

To BOS Staff: Document Disposition/Follow-Up:

Please return signed copies of the IGA and a copy of the approved minutes and/or Board actions to H&F, attn: RORRI PEREZ.

Attachments

IGA Contract

**INTERGOVERNMENTAL AGREEMENT
FOR
HIGHWAY AND PUBLIC WORKS PROJECTS**

THIS AGREEMENT is made and entered into by and between Cochise County, a political subdivision (hereinafter called "the COUNTY") and the City of Sierra Vista, a political subdivision within Cochise County (hereinafter called "the Public Agency") for the purpose of exercising their respective joint powers and contracting the services to complete paving and other public works projects.

WHEREAS, the COUNTY has available, on a limited basis, certain employees, equipment and materials through the Cochise County Highway and Floodplain Department which may be of significant benefit on various paving and public works projects of the Public Agency; and

WHEREAS, the cooperative use of COUNTY staff, equipment and materials for work on the Public Agency projects, when such resources are not scheduled for COUNTY projects, may be in the best interests of all citizens of Cochise County; and

WHEREAS, both the COUNTY and the Public Agency are in favor of maximizing the public benefit that can be derived from the cooperative use of public resources; and

WHEREAS, this AGREEMENT, contracting for certain services between governments, is authorized by A.R.S. § 11-951 et seq., A.R.S. §41-2631 et seq., A.R.S. § 15-213, A.A.C. R7-2-1191 et seq., A.R.S. § 15-1444 and A.A.C. R7-1-505, as applicable.

IT IS HEREBY AGREED THAT:

1. Upon written request of the Public Agency, and subject to the provisions of this Agreement, the County shall make such COUNTY staff, equipment and materials, not otherwise required or scheduled for COUNTY projects, available to assist the Public Agency on paving or public works projects on Public Agency property. COUNTY staff and equipment shall generally be available only outside of the COUNTY's regularly scheduled workweek, unless special arrangements are made for a particular project of exceptional importance. If, in the sole opinion of the Department Director, or his/her designee, the requested COUNTY staff, equipment or materials are not readily available to fulfill the request, the Public Agency shall be advised of this fact and the COUNTY shall have no further obligation regarding that request. The Department Director shall consider the following factors in making his/her determination as to the availability of COUNTY resources:

- a. Type of project. Does the project benefit the County or a significant number of County residents? Generally, projects that involve improvements or maintenance of public roads or flood

control/drainage facilities will be preferred over other types of projects.

- b. Construction projects that exceed the statutory limits of ARS 34-201 or ARS 48-3603.15 will be rejected. For the purposes of this policy, “construction”, “operation” and “maintenance” shall be defined consistently with the definitions of ARS 34-101.

Construction: Means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. Construction does not include routine operation, routine repair or routine maintenance of and existing facility.

“Operation & Maintenance”: Includes only the routine operation, routine repair, or routine maintenance of existing facilities, structures, buildings or real property or demolition projects costing less than two hundred thousand dollars. This work will not significantly alter the size or shape of the existing improvement and, for roadways or drainage improvements, will not include any change in the type of existing surfacing.

- c. Availability of adequate and skilled manpower to conduct the project.
- d. Equipment requirements. Does the project involve the efficient use of County-owned equipment?
- e. Mobilization requirements for the project. Does the department have the required equipment close by?
- f. Are projects equitably distributed among entities and throughout the County? The Department will attempt to prevent a small group of participants from obtaining most of the benefits of this program and will attempt to provide these projects to those entities that may not have the resources to fund the projects by alternative means. The Department will also attempt to provide opportunities for this work to Department employees throughout the County.
- g. Projects should generally not involve more than 14 crew days of work or cost more than \$50,000.
- h. Potential for liability. In general, the County will not undertake projects with an entity that does not have the capacity to bear the liability associated with it or that may present a significant risk of liability to the County.

2. A request by the Public Agency to include a highway and/or public works project should be submitted to the Highway and Floodplain Department in writing by February 15th of each year for inclusion in the next fiscal year's program. The Department Director will prepare his/her recommendations for the coming fiscal year and the Board of Supervisors will approve an annual IGA Work Plan during its budget process. Special or additional projects may be considered on a case by case basis during the year, resources permitting, if the Public Agency demonstrates exceptional circumstances that preclude the submittal of this project prior to this scheduling date. In such instances, the project shall require the recommendation of the Department Director and prior notification (with right of rejection) to the County Administrator and Board of Supervisors.

3. The Department Director, through his/her designated project manager, shall provide the Public Agency with a written estimate of the anticipated costs prior to the start of the project. The Public Agency must submit a written approval of this estimate and authorization to proceed before the work will begin. The Public Agency warrants and agrees that it will not use the estimate to drive down quotes from private contractors and will contract with the County only where private contracting is not reasonably available. Breach of this provision is cause for the County to refuse or terminate a project.

4. During work on any such Public Agency project, COUNTY staff shall maintain their status as COUNTY employees, but shall perform under the direction and authority of the designated Public Agency supervisor. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

5. The Department Director, or his/her designee, reserves the right to terminate COUNTY work on any particular project immediately if, in his/her opinion, the work poses any undue risk of harm to persons or property, is not being carried out in conformance with generally accepted standards or is not in compliance with applicable laws or regulations. The designated project supervisor for the County shall retain the authority to take such actions as may be necessary to protect the health and safety of County employees and to maintain and preserve County equipment. The Public Agency

shall retain the full responsibility for compliance with all of the laws and regulations that may be applicable to the performance of the subject project on the Public Agency's property, including responsibility for obtaining any necessary permits and complying with its own procurement rules, unless the COUNTY has expressly agreed, in writing, to assume the responsibility for any specific portion of these requirements.

6. The Public Agency shall reimburse the COUNTY for the COUNTY'S performance by the payment of the total cost for the following components of this work:

- a. COUNTY employee labor costs will be based on one and one half times each employee's regular County pay rate. This labor costs shall include benefits and all other related costs actually incurred by the COUNTY for this work;
- b. Equipment costs, to be billed at the rate paid by the County; including the full costs for all fuel and replacement parts including components consumed by or expended on the work on the project, maintenance, repair and depreciation for each item of equipment used on this project. The County reserves the right to update these rates as necessary. The Public Agency shall be informed of these rates with each proposal and said rates shall be deemed to be an amendment to this Agreement upon receipt, provided that no such amendments shall be applicable to a project that has already been initiated; and
- c. The cost of all construction materials, to be billed at the rate paid by the COUNTY for such materials.

The COUNTY shall submit an itemized invoice to the Public Agency for these costs, which shall be paid within twenty (20) days of the date of the invoice. Payment shall be made on the basis of this invoice and shall not be limited or increased by the amount of the prior estimate.

7. Each party agrees to assume responsibility for all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of that party or its agents, officers and employees in the performance of this AGREEMENT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties, their agents, subcontractors and employees in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

8. This AGREEMENT may be terminated by either party upon written notice from either party, with or without cause. Any such termination shall end all further obligations except for the payment for previously performed work and the continuing obligation for any indemnity, as stated above. This AGREEMENT may be canceled pursuant to A.R.S. § 38-511.

9. Pursuant to A.R.S. § 11-952(D), an attorney for the Public Agency and the COUNTY must review this AGREEMENT. For those Public Agencies that are also represented by the Office of the Cochise County Attorney, each party has knowingly and voluntarily authorized the Office of the Cochise County Attorney to conduct his review on its behalf.

10. This AGREEMENT shall run for a period of one year and shall automatically renew at the end of that period unless either party gives notice to the contrary.

11. This AGREEMENT shall not become effective until it is reviewed by legal counsel, executed by both parties and filed with the Cochise County Recorder.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT this _____ day of _____, 2013.

The Public Agency

COUNTY OF COCHISE

CITY OF SIERRA VISTA

By: _____

FREDERICK W MUELLER

MAYOR

ATTEST:



Clerk

APPROVED AS TO FORM:


Public Agency Attorney

By: _____

Chairman of the Board
of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:


County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for Highway and Public Works

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

Approved as to form this 17th day of April, 2013

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: 
Deputy County Attorney

In accordance with A.R.S. § 11-952 this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the public body or bodies identified below.

This 28th day of March, 2013

By: 
Public Agency Legal Counsel

CITY OF SIERRA VISTA

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

Establishment of Liens to recover Hazard Abatement Costs

Submitted By: Peter Gardner, Community
Development

Department: Community Development

Division: Planning & Zoning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 5 or More
Submitted for Signature:

NAME of PRESENTER: Rick Corley

TITLE of PRESENTER: Zoning
Administrator

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Docket Number (If applicable): H-13-01 through H-13-11

Information

Agenda Item Text:

Approve the placement of statutory liens on the 11 parcels listed in the staff memo to recover costs to the County of abating hazards on those parcels.

Background:

Between May, 2006 and June, 2011 the County contracted with Southwest Hazard Control, Inc. to abate hazards on 11 parcels as indicated in the attached memo. These abatements were performed under the Hazard Abatement Ordinance adopted by the Board of Supervisors in 1987. This Ordinance requires Board approval of liens to recoup costs from such abatements. This is a request to establish liens to recover abatement costs on the 11 parcels in the amounts indicated in the chart below.

Attachment 1: ABATED HAZARDS

DOCKET # VIOLATION # PARCEL # ADDRESS CLEAN UP COST DATE ABATED Owner Name

H-13-01 VH-06-0008 106-39-151 504 E Yuma Street, Huachuca City \$16,905.00 5/8/2007 Russell M &
Denise E GlennH-13-02 VH-09-0022 104-44-014P 9695 E Ellis Way, Hereford \$4,734.00 3/4/2010 George & Sherri
HardcastleH-13-03 VH-08-0006 408-24-058A 223 & 227 E 22nd Street, Douglas \$4,850.00 9/3/2008 Lori & Clyde
GeigerH-13-04 VH-05-0010 403-21-007 4153 W Gleeson Road, Elfrida \$24,289.00 5/8/2008 Floyd Eugene &
Ida M GipsonH-13-05 VH-06-0016 403-36-013 W Whitewater School Road E of Hwy 191, Elfrida \$14,000.00
6/21/2007 Louis R & Gloria Gonzales

H-13-06 VH-09-0013 410-07-415 2514 E Primrose Street, Douglas \$8,585.15 5/5/2011 L J Whitehead

H-13-07 VH-09-0016 302-14-092 104 E Business Loop, Bowie \$10,198.00 10/13/2009 Larue
Consolidated Enterprises IncH-13-08 VH-08-0027 202-39-014 2980 W Torres Lane, Willcox \$24,440.00 7/31/2009 Gwenda Kizer
EvansH-13-09 VH-09-0027 107-61-010C 4574 S Calle Eldorado, Sierra Vista \$15,088.00 4/12/2010 Leonardo
& Eva Franco

H-13-10 VH-07-0012 102-39-186 2010 S Bowers Street, Bisbee \$8,880.00 4/15/2008 Bisbee MHP LLC

H-13-11 VH-06-0003 124-15-443 3156 W Linda Lane, Benson \$4,973.00 4/7/2006 Jack L Farrer Jr

Department's Next Steps (if approved):

Staff has provided Statutory Lien forms to be signed by the Chair, which staff will then record.

Impact of NOT Approving/Alternatives:

If the liens are not approved the County will have no mechanism to recover \$136,942.15 in abatement costs.

To BOS Staff: Document Disposition/Follow-Up:

11 Statutory Lien forms are attached for Board signature. After signature the forms should be returned to Community Development for recording.

Fiscal Impact

Fiscal Year:	2013
One-time Fixed Costs? (\$\$\$):	0
Ongoing Costs? (\$\$\$):	0
County Match Required? (\$\$\$):	0
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):	0
Source of Funding?:	

Fiscal Impact & Funding Sources (if known):

If the liens are not placed the County will be unable to recover the costs of the 11 hazard abatements totalling \$136,942.15.

Attachments

Statutory Lien Forms

Memo and Attachments

Presentation

STATUTORY LIEN

**HAZARD ABATEMENT LIEN ON REAL PROPERTY
Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 504 E YUMA STREET
HUACHUCA CITY, 85616

Legal Description of property: BABACOMARI VISTA #2 LOT 3 & 4 BLK 2

Tax Parcel Number: 106-39-151

Property owner(s): RUSSELL M. & DENISE E. GLENN

Address of property owner
(if different than above): 6439 W MYRTLE AVE #132
GLENDAL, AZ 85301

Amount of lien: \$ 16,905.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

_____ Date: _____
Chairman,
Board of Supervisors of Cochise County

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 9695 E ELLIS WAY
HEREFORD, AZ. 85615

Legal Description of property:

THE ELY 228' OF FLLWNG DESC PCL POR S2 SEC31 BY M&B COM AT SE COR SAID SEC31
THN N786.56' S89DEG 59MIN W1321.24' N0DEG 03MIN W298.59' S89DEG 59MIN W605.82'
S0DEG 03MIN E267.33' TO POB THN CONT S0DEG 03MIN E470.98' S89DEG 59MIN W714'
N0DEG 03MIN W203.65' N89DEG 59MIN E376.14' N0DEG 03MIN W267.33' N89DEG 59MIN
E337.86' TO POB EXC THE NLY 267.33' THEREOF SEC31-23-22 1.066AC 6-08 LV CHT 06-2

Tax Parcel Number: 104-44-014P

Property owner(s): GEORGE AND SHERI HARDCASTLE

Address of property owner
(if different than above): 16000 WICKSTRAND ROAD
BILOXI, MS 39532

Amount of lien: \$ 4,734.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced
property.

This lien has been issued in compliance with all requirements of the above-
referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 223 AND 227 E 22ND ST
DOUGLAS, 85607

Legal Description of property: NORTHWEST LOTS 14 15 16 & 17 BLK 6

Tax Parcel Number: 408-24-058A

Property owner(s): LORI AND CLYDE GEIGER

Address of property owner
(if different than above): PO BOX 583
MARANA, AZ 85653

Amount of lien: \$ 4,850.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

_____ Date: _____
Chairman,
Board of Supervisors of Cochise County

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 4153 W GLEESON RD
ELFRIDA, 85610

Legal Description of property:

H+IN NW NW NW BEG 559.82' E OF NW COR OF NW NW NW E 100' S 236' W
100' N236'02O BEG SEC 15 20 26 .543AC 01-09 LV MAP BOOK CHT 08-3 +HS

Tax Parcel Number: 403-21-007

Property owner(s): GIPSON FLOYD EUGENE & IDA M

Address of property owner
(if different than above): P O BOX 607
ELFRIDA, AZ 85610

Amount of lien: \$ 24,289.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: W WHITEWATER SCHOOL ROAD AND
HIGHWAY 191

Legal Description of property:

POR OF SW4 OF SEC 22; BEG AT INTERSECTION OF E R/W LINE OF HWY 66 6
WITH S L02E OF SEC 22; THENCE NWLY ALONG SAID R/W LINE 255' THE
NCE NELY AT RIGHT ANGLE TO SAID R/W03INE 160'; THENCE SELY
PARALL EL TO SAID R/W LINE 285' TH W TO PNT OF BEG SEC 22 20 26
.904AC 2/03 LV CHT 01-2 + HS

Tax Parcel Number: 403-36-013

Property owner(s): GONZALES LOUIS R & GLORIA

Address of property owner
(if different than above): 4833 E 28TH STREET
TUCSON, AZ 85711

Amount of lien: \$ 14,000.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 2514 E PRIMROSE ST
DOUGLAS, 85607

Legal Description of property: BAY ACRES AMENDED LOT 415 5-00 LV
SITE VALUE

Tax Parcel Number: 410-07-415

Property owner(s): L. J. WHITEHEAD

Address of property owner
(if different than above): 1330 SAN ANTONIO AVE PMB 218
DOUGLAS, AZ 85607

Amount of lien: \$ 8,885.15

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 104 E BUSINESS LOOP
BOWIE, AZ. 85608

Legal Description of property: BOWIE LOTS 13 THRU 20 INC BLK 15 4-02
LV VALUATION MAP BOOK

Tax Parcel Number: 302-14-092

Property owner(s): LARUE CONSOLIDATED ENTERPRISES INC.

Address of property owner
(if different than above): 312 PINE DRIVE
OCEAN SPRINGS, MS 39564-3916

Amount of lien: \$ 10,198.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

**HAZARD ABATEMENT LIEN ON REAL PROPERTY
Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 2980 W TORRES LN
WILLCOX, 85643

Legal Description of property: EL CAMINO EST LOT 14

Tax Parcel Number: 202-39-014

Property owner(s): EVANS GWENDA KIZER

Address of property owner
(if different than above): 8746 STOCKTON HILL RD PMC 82
KINGMAN, AZ 86409

Amount of lien: \$ 24,440.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 4574 S CALLE ELDORADO
SIERRA VISTA, 85650

Legal Description of property: NESE EXC THE W852' & N890.06' & EXC THE E50'
SEC 25 22 21 4.167AC 5-05 LV CHT 97-2

Tax Parcel Number: 107-61-010C

Property owner(s): FRANCO LEONARDO & EVA

Address of property owner
(if different than above): 7229 E CHIPPEWA
HEREFORD, AZ 85615

Amount of lien: \$ 15,088.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 2010 S BOWERS ST
BISBEE, 85603

Legal Description of property: SUNSET ACRES IN NENE BY M&B BEG 30'S
& 495.6'W OF NE COR NENE S300' W217.8' N200' E6' N100' E211.8' SEC 5 24 24

Tax Parcel Number: 102-39-186

Property owner(s): BISBEE MHP LLC, C/O JOSEPH LUIS MEDINA

Address of property owner
(if different than above): 8551 MADRONE AVE
RANCHO CUCAMONGA, CA 91730

Amount of lien: \$ 8,880.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

**HAZARD ABATEMENT LIEN ON REAL PROPERTY
Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 3156 W LINDA LANE
BENSON, AZ 85602

Legal Description of property: MESCAL LAKES UNIT III LOT 603

Tax Parcel Number: 124-15-443

Property owner(s): FARRER JACK L JR XXX

Address of property owner
(if different than above): 3156 W LINDA LANE
BENSON, AZ 85602

Amount of lien: \$ 4,973.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Cochise County Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Chris Saylor, Zoning Enforcement Officer
For: Beverly Wilson, Deputy Director Planning Division

SUBJECT: Dockets No. H-13-01 through H-13-11

DATE: April 19, 2013 for the May 7, 2013 Meeting

I. NATURE OF REQUEST

This request is to establish 11 liens for the cost of abating hazards pursuant to the Hazard Abatement Ordinance adopted by the Board of Supervisors on September 8, 1987, per Resolution No. 87-91. The Hazard Abatement Ordinance was amended in 2011 per Resolution 041-11 to allow staff to administratively assess liens to recover abatement costs. However, staff enforced the abatement of these Hazards under the prior Ordinance adopted in 1987, which required Board of Supervisors approval to establish liens to recover assessed Hazard Abatement costs.

Staff is requesting that the Board of Supervisors establish 11 liens in varying amounts against the Parcels indicated in the attached chart (Attachment 1). When assessed, these liens will allow Cochise County to recover costs incurred from abating Hazards on the properties as shown on the chart. The owners of record for the properties are also indicated on the chart.

II. BACKGROUND

Dockets H-13-01 through H-13-11 were abated by Southwest Hazard Control, Inc. Invoices are attached showing the costs of each abatement (Attachment 2.) As required by Hazard Abatement Ordinance 87-91, notice of the Board hearing to establish these liens that are being requested was advertised, posted on the properties, and sent by certified mail to the property owners at the addresses indicated from the Assessor's records.

III. RECOMMENDATION

Staff recommends the Board approve this request to assess liens against each Parcel in the amounts shown, to recover costs associated with the abatements.

Sample Motion: *Mr. Chairman, I move to assess the costs of abating hazards on the Parcels in Attachment 1, in the amounts indicated and authorize the Chairman to sign and record a lien for said amounts against each Parcel*

IV. ATTACHMENTS

Attachment 1: Informational Chart

Attachment 2: Invoices from SWHC

Attachment 1: ABATED HAZARDS

DOCKET #	VIOLATION #	PARCEL #	ADDRESS	CLEAN UP COST	DATE ABATED	Owner Name
H-13-01	VH-06-0008	106-39-151	504 E Yuma Street, Huachuca City	\$16,905.00	5/8/2007	Russell M & Denise E Glenn
H-13-02	VH-09-0022	104-44-014P	9695 E Ellis Way, Hereford	\$4,734.00	3/4/2010	George & Sherri Hardcastle
H-13-03	VH-08-0006	408-24-058A	223 & 227 E 22nd Street, Douglas	\$4,850.00	9/3/2008	Lori & Clyde Geiger
H-13-04	VH-05-0010	403-21-007	4153 W Gleeson Road, Elfrida	\$24,289.00	5/8/2008	Floyd Eugene & Ida M Gipson
H-13-05	VH-06-0016	403-36-013	W Whitewater School Road E of Hwy 191, Elfrida	\$14,000.00	6/21/2007	Louis R & Gloria Gonzales
H-13-06	VH-09-0013	410-07-415	2514 E Primrose Street, Douglas	\$8,585.15	5/5/2011	L J Whitehead
H-13-07	VH-09-0016	302-14-092	104 E Business Loop, Bowie	\$10,198.00	10/13/2009	Larue Consolidated Enterprises Inc
H-13-08	VH-08-0027	202-39-014	2980 W Torres Lane, Willcox	\$24,440.00	7/31/2009	Gwenda Kizer Evans
H-13-09	VH-09-0027	107-61-010C	4574 S Calle Eldorado, Sierra Vista	\$15,088.00	4/12/2010	Leonardo & Eva Franco
H-13-10	VH-07-0012	102-39-186	2010 S Bowers Street, Bisbee	\$8,880.00	4/15/2008	Bisbee MHP LLC
H-13-11	VH-06-0003	124-15-443	3156 W Linda Lane, Benson	\$4,973.00	4/7/2006	Jack L Farrer Jr

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 504 E YUMA STREET
HUACHUCA CITY, 85616

Legal Description of property: BABACOMARI VISTA #2 LOT 3 & 4 BLK 2

Tax Parcel Number: 106-39-151

Property owner(s): RUSSELL M. & DENISE E. GLENN

Address of property owner
(if different than above): 6439 W MYRTLE AVE #132
GLENDAL, AZ 85301

Amount of lien: \$ 16,905.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

_____ Date: _____
Chairman,
Board of Supervisors of Cochise County

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 9695 E ELLIS WAY
HEREFORD, AZ. 85615

Legal Description of property:

THE ELY 228' OF FLLWNG DESC PCL POR S2 SEC31 BY M&B COM AT SE COR SAID SEC31
THN N786.56' S89DEG 59MIN W1321.24' N0DEG 03MIN W298.59' S89DEG 59MIN W605.82'
S0DEG 03MIN E267.33' TO POB THN CONT S0DEG 03MIN E470.98' S89DEG 59MIN W714'
N0DEG 03MIN W203.65' N89DEG 59MIN E376.14' N0DEG 03MIN W267.33' N89DEG 59MIN
E337.86' TO POB EXC THE NLY 267.33' THEREOF SEC31-23-22 1.066AC 6-08 LV CHT 06-2

Tax Parcel Number: 104-44-014P

Property owner(s): GEORGE AND SHERI HARDCASTLE

Address of property owner
(if different than above): 16000 WICKSTRAND ROAD
BILOXI, MS 39532

Amount of lien: \$ 4,734.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced
property.

This lien has been issued in compliance with all requirements of the above-
referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 223 AND 227 E 22ND ST
DOUGLAS, 85607

Legal Description of property: NORTHWEST LOTS 14 15 16 & 17 BLK 6

Tax Parcel Number: 408-24-058A

Property owner(s): LORI AND CLYDE GEIGER

Address of property owner
(if different than above): PO BOX 583
MARANA, AZ 85653

Amount of lien: \$ 4,850.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

_____ Date: _____
Chairman,
Board of Supervisors of Cochise County

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 4153 W GLEESON RD
ELFRIDA, 85610

Legal Description of property:

H+IN NW NW NW BEG 559.82' E OF NW COR OF NW NW NW E 100' S 236' W
100' N236'02O BEG SEC 15 20 26 .543AC 01-09 LV MAP BOOK CHT 08-3 +HS

Tax Parcel Number: 403-21-007

Property owner(s): GIPSON FLOYD EUGENE & IDA M

Address of property owner
(if different than above): P O BOX 607
ELFRIDA, AZ 85610

Amount of lien: \$ 24,289.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

_____ Date: _____
Chairman,
Board of Supervisors of Cochise County

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: W WHITEWATER SCHOOL ROAD AND
HIGHWAY 191

Legal Description of property:

POR OF SW4 OF SEC 22; BEG AT INTERSECTION OF E R/W LINE OF HWY 66 6
WITH S L02E OF SEC 22; THENCE NWLY ALONG SAID R/W LINE 255' THE
NCE NELY AT RIGHT ANGLE TO SAID R/W03INE 160'; THENCE SELY
PARALL EL TO SAID R/W LINE 285' TH W TO PNT OF BEG SEC 22 20 26
.904AC 2/03 LV CHT 01-2 + HS

Tax Parcel Number: 403-36-013

Property owner(s): GONZALES LOUIS R & GLORIA

Address of property owner
(if different than above): 4833 E 28TH STREET
TUCSON, AZ 85711

Amount of lien: \$ 14,000.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 2514 E PRIMROSE ST
DOUGLAS, 85607

Legal Description of property: BAY ACRES AMENDED LOT 415 5-00 LV
SITE VALUE

Tax Parcel Number: 410-07-415

Property owner(s): L. J. WHITEHEAD

Address of property owner
(if different than above): 1330 SAN ANTONIO AVE PMB 218
DOUGLAS, AZ 85607

Amount of lien: \$ 8,585.15

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 104 E BUSINESS LOOP
BOWIE, AZ. 85608

Legal Description of property: BOWIE LOTS 13 THRU 20 INC BLK 15 4-02
LV VALUATION MAP BOOK

Tax Parcel Number: 302-14-092

Property owner(s): LARUE CONSOLIDATED ENTERPRISES INC.

Address of property owner
(if different than above): 312 PINE DRIVE
OCEAN SPRINGS, MS 39564-3916

Amount of lien: \$ 10,198.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 2980 W TORRES LN
WILLCOX, 85643

Legal Description of property: EL CAMINO EST LOT 14

Tax Parcel Number: 202-39-014

Property owner(s): EVANS GWENDA KIZER

Address of property owner
(if different than above): 8746 STOCKTON HILL RD PMC 82
KINGMAN, AZ 86409

Amount of lien: \$ 24,440.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

_____ Date: _____
Chairman,
Board of Supervisors of Cochise County

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 4574 S CALLE ELDORADO
SIERRA VISTA, 85650

Legal Description of property: NESE EXC THE W852' & N890.06' & EXC THE E50'
SEC 25 22 21 4.167AC 5-05 LV CHT 97-2

Tax Parcel Number: 107-61-010C

Property owner(s): FRANCO LEONARDO & EVA

Address of property owner
(if different than above): 7229 E CHIPPEWA
HEREFORD, AZ 85615

Amount of lien: \$ 15,088.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 2010 S BOWERS ST
BISBEE, 85603

Legal Description of property: SUNSET ACRES IN NENE BY M&B BEG 30'S
& 495.6'W OF NE COR NENE S300' W217.8' N200' E6' N100' E211.8' SEC 5 24 24

Tax Parcel Number: 102-39-186

Property owner(s): BISBEE MHP LLC, C/O JOSEPH LUIS MEDINA

Address of property owner
(if different than above): 8551 MADRONE AVE
RANCHO CUCAMONGA, CA 91730

Amount of lien: \$ 8,880.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____

STATUTORY LIEN

HAZARD ABATEMENT LIEN ON REAL PROPERTY

**Pursuant to A.R.S. § 11-268 and
Cochise County Ordinance 87-91**

Address of property affected: 3156 W LINDA LANE
BENSON, AZ 85602

Legal Description of property: MESCAL LAKES UNIT III LOT 603

Tax Parcel Number: 124-15-443

Property owner(s): FARRER JACK L JR XXX

Address of property owner
(if different than above): 3156 W LINDA LANE
BENSON, AZ 85602

Amount of lien: \$ 4,973.00

Issued on behalf of and for the benefit of Cochise County

To recover costs of abatement of public nuisance on the above-referenced property.

This lien has been issued in compliance with all requirements of the above-referenced statute and ordinance.

Chairman,
Board of Supervisors of Cochise County

Date: _____



Hazard Abatement Liens

A Request to Assess Eleven Liens to Recover the
Cost of Hazard Abatements

Board of Supervisors

May 7, 2013



Dockets H-13-01 – H-13-11 (Hazard Abatement Liens)

- ◆ In effect from September 8, 1987 to March 9, 2011.
- ◆ Eleven parcels abated between May, 2006 – June, 2011.
- ◆ Cleaning up the back log under previous Ordinance.
- ◆ 1987 Ordinance requires BOS approval of liens.
- ◆ New Ordinance approved in 2011.



Dockets H-13-01 – H-13-11 (Hazard Abatement Liens)

- ◆ Some of these parcel owners owe back taxes.
- ◆ Judicial Foreclosure will remove the liens from property title.

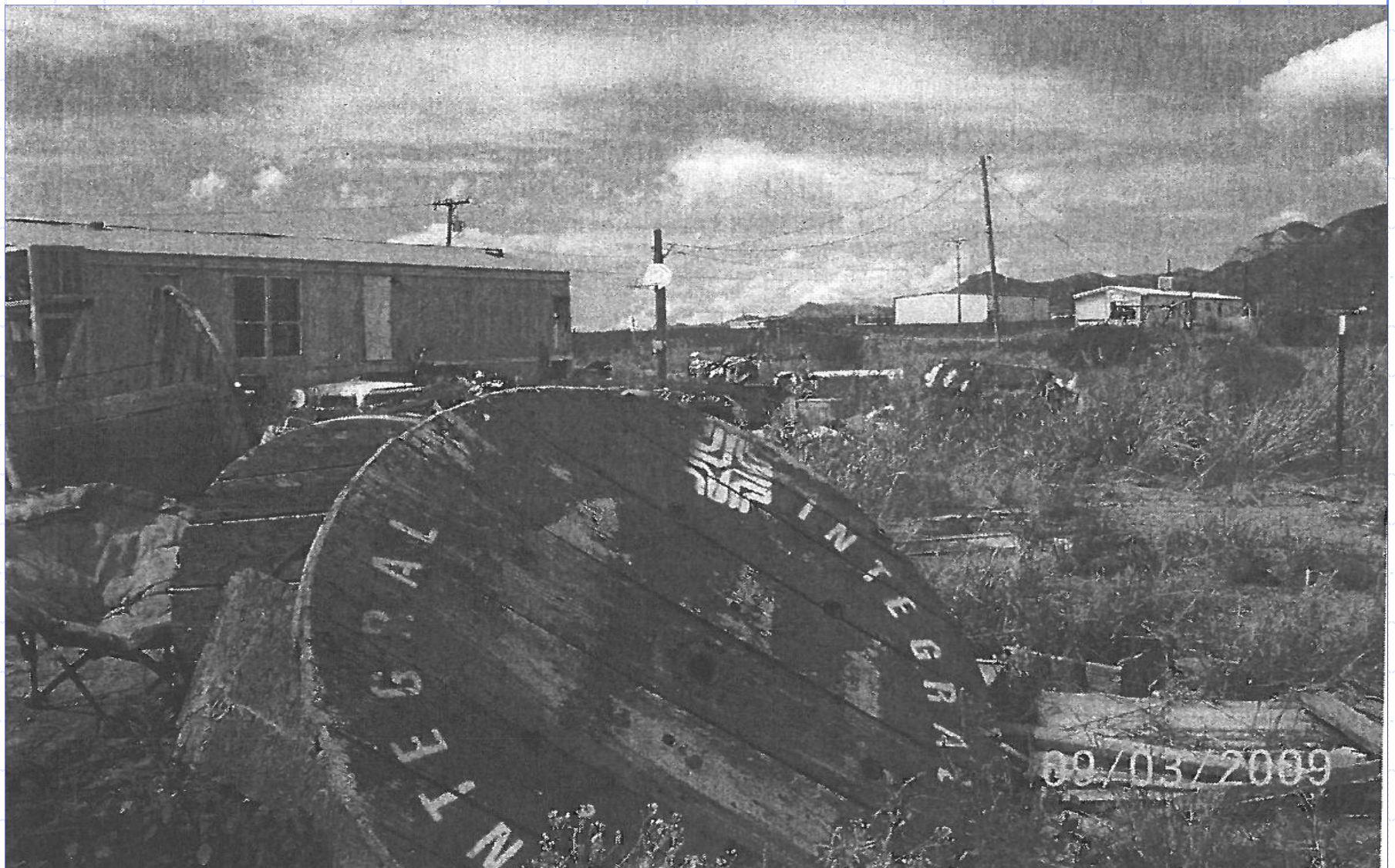


504 E. Yuma, Huachuca City
\$16,905.00





9695 E. Ellis Way, Hereford
\$4,734.00





223 & 227 E. 22nd Street Douglas
\$4,850.00





4153 W. Gleeson Road, Elfrida
\$24,289.00





W. Whitewater School Road
& Hwy 191, Elfrida
\$14,000.00





2514 E. Primrose Street, Douglas
\$8,585.15





104 E. Business Loop, Bowie
\$10,198.00





2980 W. Torres Lane, Willcox
\$24,440.00





4574 S. Calle Eldorado, Sierra Vista
\$15,088.00





2010 S. Bowers Street, Bisbee
\$8,880.00



01.08.2008



3156 W. Linda Lane, Benson
\$4,973.00





Staff Recommendation

- ◆ Staff recommends approval of this request.

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

IGA between Pima County and Cochise County for Restoration to Competency Services

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Mike Ortega

TITLE of PRESENTER: County Administrator

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Intergovernmental Agreement between Pima County and Cochise County for Restoration to Competency Services for a three year term effective upon full execution.

Background:

A small percentage of defendants charged with serious crimes suffer from mental illnesses that render them incompetent to stand trial. Many, but not all of those defendants can be restored to competency through the use of medication and education about the court process. Prior to May 2010 those defendants were sent to the Arizona State Hospital for restoration at an average cost of approximately \$80,000 each. On May 19, 2010 the Board entered into an agreement with Pima County to provide the necessary restoration services for Cochise County defendants for a flat fee of \$20,000 each. Upon a review of the services rendered during the last two years, some procedural changes and a slight increase in funding for physician testimony was requested by Pima County. This IGA contains the requested language from Pima County that formalizes the new procedures and payment structure.

Fiscal Impact & Funding Sources: The IGA payment structure continues the current flat fee of \$20,000 per defendant sent to Pima County for restoration plus payment of expenses of extraordinary medical treatment and adds a new fee of \$300 per hour for physician testimony in court, when necessary. Payment would be made from the County General Fund.

Department's Next Steps (if approved):

Upon approval of the IGA, send the signed copies to Pima County for their Board's consideration and approval.

Impact of NOT Approving/Alternatives:

Mentally ill criminal defendants would not be restored to competency to stand trial for their alleged crimes, or they would have to be sent to the much more expensive program at the Arizona State Hospital.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval, send the signed IGA copies to Pima County for their Board's consideration and approval.

Fiscal Impact

Fiscal Year: n/a
One-time Fixed Costs? (\$\$\$): 0
Ongoing Costs? (\$\$\$): 0
County Match Required? (\$\$\$): 0
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0
Source of Funding?: n/a

Fiscal Impact & Funding Sources (if known):

See attachment.

Attachments

IGA for Restoration to Competency Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND COCHISE COUNTY
FOR
RESTORATION TO COMPETENCY SERVICES**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, ("PIMA") and Cochise County ("COCHISE"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

RECITALS

- A. PIMA and COCHISE may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.;
- B. PIMA and COCHISE desire to enter into an agreement for the provision of restoration to competency services for COCHISE pre-trial detainees;
- C. COCHISE detainees will remain under the jurisdiction of COCHISE for COCHISE criminal matters and will be assigned a defense attorney and prosecutor from COCHISE;
- D. This Agreement supersedes and voids Agreement 01-65-C-142975-0510 (now CTN 12*524) executed between the Parties on May 19, 2010.

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

AGREEMENT

1. Purpose

1.1. The purpose of this IGA is to set forth the terms and conditions for admission of COCHISE's pre-trial detainees into PIMA's Restoration to Competency Program ("RTC Program") and the provision of restoration services to COCHISE detainees.

2. Scope

2.1. The PIMA in-custody “jail-based” program will be provided onsite at the Pima County Adult Detention Complex (PCADC) for adult detainees, 18 years of age and older, who are court-ordered by COCHISE to undergo restoration services. The following types of cases will not be accepted into PIMA’s RTC Program:

- a. Misdemeanor cases
- b. Medically unstable or danger to self or others
- c. Non-compliant with treatment

2.2. PIMA will receive and detain COCHISE’s pre-trial detainees after the detainee has been determined by the Superior Court of COCHISE through the Rule 11 process as not competent to stand trial, and who are medically and administratively fit to be housed at PIMA’s PCADC, for the purpose of admitting the detainees into and providing the restoration services of the PIMA RTC Program.

2.3. An initial letter of interest or the intake form must be faxed to the PIMA Restoration to Competency Program Manager at (520) 351-8097 prior to sending the Request for RTC Services by mail or courier service (FedEx preferred) to the address provided in the RTC Services Packet. COCHISE shall apply to admit a COCHISE detainee into the RTC Program by submitting a “Request for RTC Services” to PIMA. The request package that is sent to PIMA must include the following items, collated and clearly labeled where so indicated:

- a) The initial Intake Form (included in the RTC Services Packet), completed and signed;
- b) Hardcopy of the detainee’s medical and behavioral health records, collated and labeled, for use by the PCADC health care vendor;
- c) Hardcopy of the detainee’s administrative records, collated and labeled, for use by PCADC corrections staff in determining the suitability of the detainee for detention at PCADC and housing classification should the detainee be accepted into the RTC program;
- d) Hardcopy of all Rule 11 paperwork (including but not limited to, minute entries, court orders, evaluations and all materials presented to COCHISE Rule 11 providers for evaluation prior to the court order), collated and labeled, for use by the PIMA RTC staff in determining if the detainee is a viable candidate for inclusion in the PIMA RTC program.

2.4. PIMA will determine whether to accept the detainee within 3 business days after receiving the complete Request package. PIMA reserves the right to refuse or return a COCHISE detainee for any reason, including but not limited to reasons based upon the detainee’s medical condition or available bed capacity at the

PCADC. In deciding whether to accept a COCHISE detainee into the PIMA jail-based RTC program and, once in the program, in deciding whether a detainee should remain in the program, PIMA will apply the same criteria for acceptance and inclusion that PIMA uses in determining whether its own detainees are suitable for the jail-based RTC program.

2.5. If the detainee is accepted, COCHISE shall coordinate with PIMA and PCADC custody staff (see RTC Services Packet) to arrange for COCHISE to deliver the detainee to PCADC. PIMA will house the COCHISE detainee based upon classification criteria established by PCADC and will provide for the onsite supervision and care and maintenance of COCHISE detainees, including medical care, behavioral health and dental care, except as otherwise provided in this IGA. A court order from COCHISE is required for admission to the PIMA RTC Program (A.R.S. § 13-4510). The detainee will not be sent to PIMA PCADC for PIMA Restoration Services until a minute entry is received referring the detainee. The minute entry is the official notification of a detainee's referral to the program. The COCHISE Superior Court will be responsible for providing to the PIMA RTC program all collateral data that was shared with Rule 11 providers. Court orders into the PIMA RTC program will include the ability to force medications. The PIMA RTC program will begin the intake process for all detainees court ordered into the PIMA RTC program by the Superior Court of COCHISE after receipt of the Rule 11 provider's evaluations, the court order, and after PIMA has the detainee incarcerated.

2.6. No COCHISE detainee will be eligible for admission to PIMA's out-of-custody restoration program.

2.7. COCHISE jail administrative records may also be used by the supervising RTC Forensic Psychologist and Forensic Support Staff during the course of restoration. At time of admission, administrative records to include such items as, i.e., booking information, jail phone records, video visits if recorded, administrative requests filed by the detainee, logs such as commissary requests, grievances, health services requests, and library use requests, etc. will be provided to the PIMA RTC program.

2.8. The PIMA RTC Supervising Forensic Psychologist shall provide to COCHISE Superior Court status reports on the detainee's progress every sixty (60) days from date the detainee was admitted into the PIMA RTC program, as well as a Final Competency Report when the detainee has completed the PIMA RTC program (A.R.S. § 13-4514 and § 13-4509). The date of admission of a detainee into the PIMA RTC program will be the date the detainee is transferred to PCADC, having been accepted by PIMA into the RTC Program and having received the Court Order and Rule 11 paperwork.

2.9. If during the process of restoration it is determined that the detainee requires an intensive inpatient restoration setting, PIMA RTC will notify COCHISE so that a COCHISE Superior Court order can be issued to transfer the detainee to Arizona State Hospital (ASH) if applicable. The detainee will otherwise remain at PCADC until a recommendation regarding competency is completed, unless otherwise ordered by COCHISE Superior Court secondary to time limitations on competency or charges, or PIMA determines the detainee is no longer appropriate for housing at PCADC as indicated above. COCHISE and PIMA agree to exchange such documentation as is required by RTC staff or COCHISE Superior Court in as expedient a fashion as reasonably possible. COCHISE is responsible for any related transportation.

2.10. As part of the restoration process, the PIMA RTC administration assistant will need 4 access granted to the COCHISE Superior Court website. The online access provides the PIMA RTC program the ability to obtain necessary documentation, i.e., minute entries and court records of the case.

2.11. The PIMA RTC program will request that COCHISE detainees sign release of information requests when admitted to the RTC program. These documents may include requests for release of information from hospitals, schools, the Social Security Administration, and/or other organizations from which the detainee has received services.

~~Deleted this section: PIMA will provide to the point of contact at the COCHISE Superior Court an active roster of COCHISE detainees in the PIMA RTC program.~~

2.12. Any non-English speaking or deaf detainees will need services provided by a contract interpreter who will provide services at the PIMA RTC program. These costs will be billed to COCHISE under separate invoice at PIMA cost.

2.13. COCHISE shall, whenever indicated, initiate civil commitment proceedings (as set forth in Arizona Revised Statutes Title 36, Chapter 5) prior to transfer of a detainee and shall be responsible for initiation of involuntary commitment and Title 14 proceedings whenever indicated upon completion of the RTC program.

2.14. In the event that PIMA, in consultation with COCHISE, initiates involuntary commitment proceedings for a COCHISE detainee while in PIMA's RTC program, COCHISE will reimburse to PIMA the costs associated with the proceedings as indicated in Paragraph 3.11.

2.15. COCHISE shall be responsible for payment of any offsite health services for COCHISE detainees housed at the PCADC. Offsite health services may include

ambulance transportation, hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that PCADC does not provide onsite for its detainees. COCHISE shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, “outlier medications” as defined by PIMA’s prevailing contract with a health care provider that is providing services at PCADC. PIMA will forward to COCHISE a copy of the outlier medications list as it may change from time to time.

2.16.PIMA will notify offsite health providers and COCHISE upon learning of COCHISE detainee receiving offsite services that those services are the financial responsibility of COCHISE. In the event a COCHISE detainee must be transported offsite for health services in an inpatient setting, PIMA shall provide, at no additional cost, security for the detainee for a maximum of eight hours following notification to COCHISE by PIMA, to allow COCHISE to make arrangements to either transport the detainee to a COCHISE provider or to send COCHISE officers to relieve PIMA officers at the local inpatient facility. Such security will be in the form of up to two Sheriff Deputies or Corrections Officers at PIMA’s discretion based on the potential risk. Security provided by PIMA 5 beyond eight hours from notification will be invoiced separately pursuant to Paragraph 3.3.

2.17.Non-emergent transportation of detainees to any Court or other locations, as ordered by the Superior Court in and for COCHISE, shall be COCHISE’s responsibility.

2.18.COCHISE shall specify a single point of contact for COCHISE Superior Court inquiries, who shall serve as a court liaison and an additional single point of contact for COCHISE custody communication, and a liaison for medical and/or mental healthcare. PIMA shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

2.19.When an detainee is discharged from the PIMA RTC program, PIMA’s supervising RTC Forensic Psychologist will create a discharge plan based on the specific needs of the detainee required to maintain competency and provide this to the COCHISE Superior Court, custody, medical and mental healthcare provider liaisons.

2.20.Neither the acceptance of the detainee into PIMA’s RTC program nor the acceptance of payment for services from COCHISE is a guarantee of restoration to competency for any specific detainee.

///

3. Financing

3.1. For each detainee admitted to the RTC Program COCHISE will pay to PIMA a case rate of \$20,000.00 for detainee housing, routine onsite healthcare services, and costs of restoration services provided during the routine restoration period. This case rate may be revised from time to time through amendment to this Agreement.

3.2. Unless other arrangements have been made in advance, COCHISE will pay to PIMA the RTC case rate in full upon acceptance of a COCHISE detainee into the custody or control of PCADC.

3.3. PIMA will submit to COCHISE a separate invoice for each detainee upon discharge from the RTC program for exceptional onsite services including interpreter services as indicated in Paragraph 2.12 above, for outlier medications as indicated in Paragraph 2.15 above, and for any offsite security in excess of the limits specified in Paragraph 2.16 above. Such offsite security will be billed at the rate of forty dollars (\$40) per hour per Deputy or Corrections Officer, until such time as COCHISE Deputies or Corrections Officers take over security of the individual, or until the individual is discharged from the hospital and returned to PCADC. Such invoice will be paid by COCHISE within thirty days of receipt.

3.4. If COCHISE requests, in consultation with PIMA, that a PIMA psychiatrist prepares for, provides documentation for, travels to, or testifies at a "Sell's hearing" related to forcible administration of antipsychotic medication, COCHISE will pay to PIMA three hundred dollars per hour (\$300) for such psychiatrist services rendered including travel time. PIMA will submit to COCHISE a separate invoice for said services, and such invoice will be paid by COCHISE within thirty days of receipt.

3.5. COCHISE shall notify PIMA in writing of any contested charges within 30 days after receipt of invoice. In such a case, COCHISE may withhold payment on each detainee for whom billing is disputed pending resolution of the dispute. No dispute will be accepted if not made within 30 days after the receipt on the annual billing. Disputes shall be jointly reviewed by both parties for resolution within sixty days. If unresolved after sixty days, a mutually acceptable third party may arbitrate charges remaining unresolved.

3.6. COCHISE shall pay interest on any outstanding charges beginning on the 10th day after resolution at a rate of 10% per annum until paid. Upon paying a previously disputed charge, COCHISE will attach documentation detailing the specific charges that are being paid. COCHISE will attach documentation to each check submitted to County indicating the dates and detainees for which the check is to be applied.

3.7. COCHISE will pay community providers directly for all health services provided outside PCADC.

3.8. In the event that PIMA accepts a COCHISE detainee into the PIMA RTC Program and returns the detainee to COCHISE or the detainee is referred to ASH for any reason prior to the detainee being restored to competency or being determined to be non-restorable, PIMA will refund to COCHISE a prorated amount of the case rate fee, based on the detainee's length of stay versus the average length of stay in the PIMA RTC Program over the preceding 180 days. Such refund will be made either by offset against a future case rate or by check to COCHISE if no new case rate is paid within one hundred eighty (180) days of the detainee leaving PIMA's RTC Program.

3.9. Upon request, PIMA will provide to COCHISE a statement showing all RTC program-related transactions for COCHISE detainees, including name of detainee, booking date and hour, release date and hour, total service days, total exceptional medical expenses, and any balance due in excess of the case rate fee.

3.10. In the event that COCHISE for any reason requests that PIMA hold at PCADC a COCHISE detainee after the detainee's discharge from the RTC program (defined as a PIMA forensic psychologist making a determination about the detainee's restoration status and completion and submission of the related report), COCHISE will pay to PIMA a daily housing rate of one hundred dollars per detainee per day, plus the cost of the detainee's prescribed medications, through the day that COCHISE takes the detainee back into COCHISE's physical custody. Such charges will be billed separately....on actual cost basis.,,,

3.11. As referenced in 2.14 herein, if PIMA, in consultation with COCHISE, initiates involuntary commitment proceedings for a COCHISE detainee while in PIMA's RTC program, COCHISE will reimburse to PIMA the costs associated with the proceedings, which are \$1250 for an involuntary commitment proceeding that reaches a Court hearing, and \$750 for an involuntary commitment proceeding that is dismissed prior to hearing.

4. **Term.** This IGA shall be effective on the date it is fully executed by the Parties and shall continue for a period of three years unless it is, prior to the expiration of such period, amended, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. COCHISE acknowledges health care services at PCADC are provided by independent contractors.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated 8 within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in the county of PIMA.

9. **Non-Discrimination.** The parties shall not discriminate against any PIMA or COCHISE employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
10. **ADA.** The parties shall 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.
11. **Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
12. **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 herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the PIMA or COCHISE Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
16. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 17. No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 18. Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

PIMA:
Danna Whiting, M.S.
Pima County Behavioral Health Administration
3950 S. Country Club Road, Suite 300
Tucson, AZ 85714

COCHISE:
Michael J. Ortega
County Administrator
1415 Melody Lane
Bisbee, AZ 85603

With copies to:
County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

- 19. Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness Whereof, PIMA has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and COCHISE has caused this Intergovernmental Agreement to be executed by the Chairman if its Board of Supervisors upon resolution of the Board and attested to by the Clerk of the Board:

///

///

///

PIMA:

COCHISE:

Chairman, Board of Supervisors

Chairman, Board of Supervisors

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between PIMA and COCHISE for Restoration to Competency Services has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA:

COCHISE

Deputy County Attorney

Deputy County Attorney

Regular Board of Supervisors Meeting**Meeting Date:** 05/07/2013

CHSS & Blue Cross Blue Shield of Arizona, Inc. Standard Participation Agreement

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** Ray Falkenberg**TITLE of PRESENTER:** Administrative Services Manager**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the Standard Participation Agreement between Cochise Health & Social Services and Blue Cross & Blue Shield of Arizona, Inc., effective for a one year term with automatic annual renewals.

Background:

CHSS is strategically working to expand our network of insurance company payers, while at the same time; BCBS/AZ is working to expand their network of providers in Cochise County.

Radi Ann Porter (Director of Nursing) has reviewed and is satisfied with the Agreement from an operational perspective, and Terry Bannon has reviewed and is satisfied from a legal standpoint. After the initial one year term, the Agreement may be terminated by either party with ninety days' written notice.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this Agreement will prevent Cochise County from collecting for services provided to BCBS/AZ members in the county.

To BOS Staff: Document Disposition/Follow-Up:

BOS Signature is not required. A fully executed copy will be sent to the Clerk of the Board for filing purposes.

Attachments

BCBS CHSS Agreement 4-13

Executive Summary Form

Agenda Number: HLT

Recommendation:

Approve the new Standard Participation Agreement between Cochise Health & Social Services and Blue Cross & Blue Shield of Arizona, Inc. This Agreement will run for one year and be renewed for subsequent one-year periods.

Background:

CHSS is strategically working to expand our network of insurance company payers, while at the same time, BCBS/AZ is working to expand their network of providers in Cochise County.

Radi Ann Porter (Director of Nursing) has reviewed and is satisfied with the Agreement from an operational perspective, and Terry Bannon has reviewed and is satisfied from a legal standpoint. After the initial one year term, the Agreement may be terminated by either party with ninety days' written notice.

Fiscal Impact & Funding Sources: Cochise County will benefit by being able to bill BCBS/AZ for services provided to its members.

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this Agreement will prevent Cochise County from collecting for services provided to BCBS/AZ members in the county.



An Independent Licensee
of the Blue Cross and
Blue Shield Association

February 20, 2013

Cochise Health and Social Services
1415 Melody Ln Bldg A
Bisbee, AZ 85603

Dear Provider:

Welcome to the Blue Cross Blue Shield of Arizona (BCBSAZ) provider network. After conducting a thorough review, including review and approval of your credentials application, we have determined that you meet the required criteria for participation in the BCBSAZ products and provider networks as indicated on Reimbursement Exhibit B of the enclosed Provider Agreement.

To allow us to activate your relationship with BCBSAZ, you must review, sign and complete the following areas of the agreement without altering it in any way.

- Agreement (signature)
- W-9 – Request for Taxpayer Identification Number and Certification

Please also do not enter an effective date, as this will delay the execution of your agreement. Your effective date will be determined by the date BCBSAZ receives your signed agreement.

If you need longer than 30 days to review and sign the agreement, please contact us. If we do not receive the executed agreement within 30 days and have not spoken with you about an extension of time, we will assume that you no longer wish to participate in the BCBSAZ network. We will then be forced to terminate you from the contracting process and will consider the enclosed agreement to be withdrawn. If you later decide to participate, you will need to start the application process over.

If BCBSAZ already has your NPI on file – thank you. If not, we will need you to submit the NPPES confirmation letter/email of your NPI, with your returned contract or you can email it to us through the azblue.com secure provider portal, click on Education & Training, then Forms and Provider Change Form. Your NPI will become your BCBSAZ billing number.

The provider agreement will serve as your only agreement for BCBSAZ products, excluding TRICARE, if applicable. It replaces other agreements you may currently have with BCBSAZ, with the exception of your possible participation in other group agreements.

Post Office Box 13466 ♦ Phoenix, AZ 85002-3466
2444 West Las Palmaritas Drive ♦ Phoenix, AZ 85021-4883 ♦ (602) 864-4400

Again, thank you for your interest in becoming part of the BCBSAZ provider network – one of the largest provider networks in the state. If you have questions regarding the contracting process described above, contact Provider Network Management at (602) 864-4231 or (800) 232-2345, ext. 4231. Please either mail the contract to: Network Management M/S S101, Blue Cross Blue Shield of Arizona, PO Box 13466, Phoenix, AZ 85002-3466, or fax the signature page to (602) 864-3141.

Thank you.

Provider Network Relations

Enclosures

WI: 651418

WI: 651418

**BLUE CROSS AND BLUE SHIELD OF ARIZONA
STANDARD PARTICIPATION AGREEMENT
INSTITUTION ANCILLARY
TABLE OF CONTENTS**

PARTIES.....	1
EFFECTIVE DATE	1
RECITALS	1
1.00 <u>Scope; Applicability</u>	1
1.01 <u>Scope of Agreement</u>	1
1.02 <u>Applicability to Other Entities and Plans</u>	2
1.03 <u>Applicability of Provisions</u>	2
2.00 <u>Definitions</u>	2
2.01 <u>Ancillary Provider</u>	2
2.02 <u>BCBSAZ Fee Schedule</u>	2
2.03 <u>BCBSAZ Allowed Amount</u>	2
2.04 <u>Benefit Plan</u>	2
2.05 <u>Covered Services</u>	2
2.06 <u>Diagnosis Related Grouping (DRG)</u>	3
2.07 <u>Institution</u>	3
2.08 <u>Institution Based Provider</u>	3
2.09 <u>Inpatient</u>	3
2.10 <u>Investigational</u>	3
2.11 <u>Medical Necessity</u>	3
2.12 <u>Medicare Allowed Amount</u>	3
2.13 <u>Network Provider</u>	3
2.14 <u>Non-covered Services</u>	3
2.15 <u>Outpatient Services</u>	3
2.16 <u>Subscriber</u>	4
2.17 <u>Subscriber Responsibility</u>	4
2.18 <u>TEC Criteria</u>	4
2.19 <u>Technology</u>	4
3.00 <u>BCBSAZ Responsibilities; Acknowledgements</u>	4
3.01 <u>Claim Processing</u>	4
3.02 <u>Information</u>	4
3.03 <u>Directory Listing</u>	5
3.04 <u>Medical Necessity Determination</u>	5
3.05 <u>Provider Operating Guide</u>	5
4.00 <u>Provider Responsibilities</u>	5
4.01 <u>Provision of Services; Standards</u>	5
4.02 <u>Limitation on Certain Provider Services</u>	6
4.03 <u>Independent Medical Judgment</u>	6
4.04 <u>Policies and Procedures</u>	6
4.05 <u>Operating Guide</u>	6
4.06 <u>Nondiscrimination</u>	6
4.07 <u>BCBSAZ Product Participation</u>	7
4.08 <u>Institution-Based Providers and Subcontracted Providers</u>	7
4.09 <u>Confidentiality of Agreement</u>	7

4.10	<u>Hospital Acquired Conditions (HACs)</u>	8
4.11	<u>Steering</u>	9
5.00	<u>Product Requirements</u>	9
5.01	<u>Referrals</u>	9
5.02	<u>Precertification Program</u>	9
5.03	<u>Information Provided to Subscriber’s PCP or Referring Physician</u>	9
5.04	<u>Utilization/Quality Management Audits</u>	10
5.05	<u>Reporting</u>	10
5.06	<u>Precertification for Covered Medicare Subscribers</u>	10
5.07	<u>Appeals and Grievance Procedure</u>	10
6.00	<u>Representations, Credentialing, Insurance</u>	10
6.01	<u>Representations</u>	10
6.02	<u>Warranties</u>	11
6.03	<u>Licensure</u>	11
6.04	<u>Notice of Change in Information</u>	11
6.05	<u>Change in Status; Impact on Reimbursement</u>	11
6.06	<u>Insurance</u>	12
6.07	<u>Compliance with Law</u>	12
7.00	<u>Medical Records and Right to Audit</u>	12
7.01	<u>Access to Records</u>	12
7.02	<u>Medical Records</u>	12
7.03	<u>Audit</u>	12
7.04	<u>Confidentiality</u>	12
7.05	<u>Trading Partner Agreement</u>	13
8.00	<u>Term and Termination</u>	13
8.01	<u>Term</u>	13
8.02	<u>Termination Without Cause</u>	13
8.03	<u>Immediate Termination</u>	13
8.04	<u>Material Breach</u>	14
8.05	<u>Termination for Abusive Practices</u>	14
8.06	<u>Partial Termination</u>	15
8.07	<u>Effect of Termination</u>	15
9.00	<u>Reimbursement and Coordination of Benefits</u>	15
9.01	<u>Reimbursement</u>	15
9.02	<u>Amendments to Reimbursement</u>	15
9.03	<u>Submission/Claim Payment</u>	16
9.04	<u>Collection of Subscriber Responsibility</u>	16
9.05	<u>Limitation on Subscriber Liability</u>	16
9.06	<u>Obligations in the Event of Insolvency</u>	16
9.07	<u>Offset</u>	17
9.08	<u>Request for Reconsideration or Adjustment of Adjudicated Claims</u>	17
9.09	<u>Claim Audit</u>	18
9.10	<u>Coordination of Benefits</u>	18
9.11	<u>Other Sources of Payment</u>	18
10.00	<u>General Provisions</u>	19
10.01	<u>The Blue Cross and Blue Shield Association</u>	19
10.02	<u>Independent Contractor</u>	19
10.03	<u>Trade Name Ownership</u>	19

10.04	<u>Amendment</u>	19
10.05	<u>Business Combination</u>	19
10.06	<u>Assignment; Indemnification for Breach</u>	20
10.07	<u>Benefit</u>	21
10.08	<u>Indemnification</u>	21
10.09	<u>Entire Agreement; Materiality</u>	21
10.10	<u>Severability</u>	21
10.11	<u>Notices and Communications</u>	22
10.12	<u>Venue, Jurisdiction, Choice of Law</u>	22
10.13	<u>Waiver</u>	22
10.14	<u>Arbitration</u>	23
10.15	<u>Dispute Resolution</u>	23
10.16	<u>Exhibits; Schedules; Attachments</u>	24
10.17	<u>Force Majeure</u>	24
	TRADING PARTNER AGREEMENT - EXHIBIT A	25
	REIMBURSEMENT EXHIBIT-EXHIBIT B	27
	EXHIBIT C - PROVIDER INFORMATION	

**BLUE CROSS AND BLUE SHIELD OF ARIZONA
STANDARD PARTICIPATION AGREEMENT**

INSTITUTION

ANCILLARY

PARTIES: The Parties to this Standard participation Agreement (“Agreement”) are blue Cross and Blue shield of Arizona, Inc. (“BCBSAZ”), an Arizona non-profit corporation, and an independent licensee of the Blue Cross and Blue shield Association, and each of the affiliates of **Cochise Health and Social Services** which are identified along with their respective locations on Exhibit C attached hereto (collectively, “Provider”).

Provider shall mean an Institution or Ancillary Provider contracting with BCBSAZ through this Agreement at the locations and as identified on Exhibit C. Provider includes all affiliates and locations identified on Exhibit C. Exhibit C can be amended by Provider including changes to BCBSAZ with thirty (30) days’ notice and amendments are effective only when BCBSAZ accepts and all required credentialing requirements are met.

EFFECTIVE DATE: _____, contingent on Provider meeting BCBSAZ credentialing and contracting standards, and mutual execution of the Agreement.

RECITALS:

- A. BCBSAZ is licensed as a hospital, medical, dental service corporation (A.R.S. Section §20-821, *et seq.*), and operates a health care services organization as a line of business (A.R.S. Section §20-1057, *et seq.*).
- B. Provider is a health care institution or an ancillary provider, as those terms are defined in this Agreement, licensed, certified, or otherwise authorized to do business by the State of Arizona.
- C. Provider desires to provide Covered Services to Subscribers pursuant to the terms of this Agreement and BCBSAZ desires to arrange for the provision of the Covered Services.

NOW, THEREFORE, the parties agree as follows:

1.00 Scope; Applicability.

1.01 Scope of Agreement. This Agreement is written to encompass various products and lines of business. The reimbursement and related exhibit(s), attached as Exhibit(s) B and incorporated by this reference, indicate(s) the products for which Provider is contracting to provide services. Provider shall abide by the terms and conditions of this Agreement applicable to those products as offered by BCBSAZ, or another line of business as described in Section 1.02. Terms and conditions applicable to a type of product (e.g. PPO) that may also be

identified by a specific BCBSAZ product name (e.g. BluePreferred) also apply to benefit designs of the same type that are issued by other entities to which this Agreement applies, regardless of the product names used for such benefit designs.

1.02 Applicability to Other Entities and Plans. BCBSAZ contracts with other entities for access to its provider network. In addition to the products and lines of business described in the reimbursement exhibit, this Agreement applies to plans and programs issued or adopted by other Blue Cross and Blue Shield Plans, the Blue Cross and Blue Shield Association (including the BlueCard® Program and the Federal Employee Program), subsidiaries of BCBSAZ, and other public, private, or governmental entities that provide plans of health care benefits for plan participants and beneficiaries; provided, however, that BCBSAZ shall require such plans to use the BCBSAZ network as their sole leased network within the State of Arizona. If Provider agrees to participate in the worker's compensation network, this Agreement also applies to worker's compensation program administrators. In this Agreement, references to actions by BCBSAZ are deemed to include references to these other entities and Plan Administrators that may be applying benefits or paying claims for their own members.

1.03 Applicability of Provisions. This Agreement is used to contract with Institutional and Ancillary Providers, Provider acknowledges that some provisions of the Agreement will not apply to both types of providers.

2.00 Definitions.

2.01 Ancillary Provider: A non-Institutional provider, including but not limited to providers of the following services or supplies: outpatient surgery, laboratory, durable medical equipment, home health.

2.02 BCBSAZ Fee Schedule: The BCBSAZ fee schedule applicable to a Covered Service provided by a Network Provider, including, but not limited to the professional fee schedule, outpatient fee schedule, the DRG fee schedule, and per diem fees.

2.03 BCBSAZ Allowed Amount: The amount payable by or through BCBSAZ for a Covered Service, including any contractual arrangements and amounts payable by the Subscriber, i.e. deductibles, coinsurance, copayments, and access fees.

2.04 Benefit Plan: The applicable Benefit Plan that defines the health care services for which a Subscriber is eligible and the conditions and circumstances under which payment will be made for the services on behalf of the Subscriber.

2.05 Covered Services: Health care services that are covered under the Subscriber's Benefit Plan and all items and services normally and routinely associated therewith.

2.06 Diagnosis Related Grouping (DRG): For each line of business, the BCBSAZ fee applicable to inpatient services. DRGs are negotiated with a specific Institution, and periodically adjusted pursuant to Exhibit B.

2.07 Institution: A general acute-care hospital, a specialty hospital such as a mental or behavioral health hospital, a skilled nursing facility, an acute long term care facility, or an extended active rehabilitation facility.

2.08 Institution-Based Provider: A physician, other than a resident, intern, or fellow, who contracts with an Institution to render professional physician services, such as diagnosis or treatment, on behalf of the Institution, including, but not limited to, radiologists, anesthesiologists, pathologists, emergency room physicians, and hospitalists.

2.09 Inpatient: A person who is admitted to an Institution with the expectation that the person will remain at least overnight and for at least 24 hours, and will occupy a bed even though the person may later be discharged or transferred to another facility and does not actually use a bed overnight.

2.10 Investigational. A treatment, procedure, service, medication, or supply that does not meet all Technology Evaluation Center (TEC) criteria.

2.11 Medical Necessity: A determination made by BCBSAZ or, as applicable, another Blue plan for one of its members or Blue Card participants, or the Plan Administrator designated in a Benefit Plan, according to the medical necessity definition and guidelines of the applicable Benefit Plan, as described in Section 3.04.

2.12 Medicare Allowed Amount. The amount Medicare pays for a service, plus the amount Medicare designates as the Medicare beneficiary responsibility, as determined by the Centers for Medicare and Medicaid Services (CMS).

2.13 Network Provider: A provider under contract to provide Covered Services to Subscribers covered by this Agreement.

2.14 Non-covered services: Services that are excluded from coverage under a Subscriber's Benefit Plan. A Provider may bill a Subscriber for services that are excluded from coverage for reasons such as waiver, pre-existing condition limitation, or specific exclusion. A Provider cannot bill a Subscriber for services that are not covered because BCBSAZ (or the applicable Plan) has classified them as investigational or not medically necessary. (See Sections 3.04, 9.05).

2.15 Outpatient Services: Services rendered to a person who is not expected to be admitted as an Inpatient. The Outpatient classification applies regardless of the hour of treatment, whether a bed is used, and whether a person remained in the hospital past midnight and/or the census hour.

2.16 Subscriber: An individual eligible to receive Covered Services under a Benefit Plan.

2.17 Subscriber Responsibility: The amounts a Subscriber is obligated to pay for Covered Services, including copayments, deductibles, coinsurance, and access fees.

2.18 TEC (Technology Evaluation Center) Criteria: A set of criteria developed by the Blue Cross and Blue Shield Association to determine whether Technology is investigational, as follows:

- The technology has final approval from the appropriate government regulatory bodies.
- The scientific evidence permits conclusions concerning the effect of the technology on health outcomes.
- The technology improves the net health outcome.
- The technology is as beneficial as any established alternatives.
- The improvement is attainable outside the investigational setting.

2.19 Technology: Treatments, procedures, services, medications, or supplies.

3.00 BCBSAZ Responsibilities; Acknowledgements.

3.01 Claim Processing. BCBSAZ shall process claims and pay interest on claims in accordance with applicable federal and state law including, but not limited to A.R.S. § 20-3102.

3.02 Information. BCBSAZ shall furnish Provider the best available information regarding Subscribers' eligibility, type of Benefit Plan, and summary of benefits for claims processed by BCBSAZ. Such information is generally available only for locally enrolled Subscribers only, based on existing BCBSAZ records, which are available in the ordinary course of business through BCBSAZ. BCBSAZ shall transmit Subscriber information to Provider by electronic data transmission or other reasonable means.

The parties recognize that circumstances beyond the control of BCBSAZ may sometimes cause retroactive changes in reported eligibility status of Subscribers. BCBSAZ shall have the right to make retroactive eligibility adjustments up to one-hundred eighty (180) days after the processing date of a claim for which eligibility is questioned. In accordance with Section 9.07, BCBSAZ may offset for retroactive eligibility adjustments without giving Provider prior notice of the adjustment.

BCBSAZ is unable to provide and is not responsible for Subscriber and Benefit Plan information on persons enrolled through other Blue plans and self-insured plans not administered by BCBSAZ.

3.03 Directory Listing. Provider authorizes BCBSAZ, at BCBSAZ's discretion, to list Provider's name, address, telephone number, and other relevant information in directories and in marketing or outreach materials provided or made available to Members or potential Members.

3.04 Medical Necessity Determination. BCBSAZ or, as applicable, another Blue plan for its members or Blue Card participants, or the plan administrator designated in a Benefit Plan has sole authority to determine whether a service or supply is medically necessary in accordance with provisions of the applicable Benefit Plan. Provider expressly acknowledges that a charge for a service or supply that is not medically necessary is NOT eligible for benefits, even though a provider has prescribed, ordered, recommended, or approved the service or supply, and even though the supply or service is not expressly excluded under the Benefit Plan.

For all BCBSAZ benefit plans, BCBSAZ's determination of medical necessity is based on whether care or treatment is ALL of the following:

- consistent with the symptoms and diagnosis or treatment of an illness, disease or injury;
- meets medical policy guidelines upon which BCBSAZ relies at the time service is requested or a claim is received;
- not primarily for the convenience of a Subscriber or Provider;
- the most appropriate site, supply, service level that can safely be provided; and
- not investigational.

3.05 Provider Operating Guide. BCBSAZ shall annually issue and make available to Provider, a Provider Operating Guide to instruct Provider and Provider's staff on BCBSAZ procedures applicable to provider activities.

4.00 Provider Responsibilities.

4.01 Provision of Services; Standards. Provider shall provide Covered Services to Subscribers in accordance with the terms of this Agreement, applicable standards of medical care, and all laws and regulations applicable to Provider, BCBSAZ or this Agreement. Provider shall provide all Covered Services within Provider's scope of practice and shall not selectively provide Covered Services. Provider shall use best efforts to arrange for Network Providers to render Covered Services to Subscribers. If Provider is rendering services through a non-network provider, Provider shall advise the Subscriber of

the provider's non-network status unless emergency circumstances make it impracticable to do so.

4.02 Limitation on Certain Provider Services. Under this Agreement, an Institution Provider may render and bill only those services that are within the scope of service for an acute hospital license. Unless reimbursement Exhibit B specifically includes the provision of services such as skilled nursing, home health, long term acute care, and extended active rehabilitation services, Institution Provider is deemed to be a non-network provider for services rendered within those facilities.

This agreement also does not extend to routine provision of professional services by institution-based providers or employed professional providers. Provider shall not submit claims on behalf of such institution-based providers or employed professional providers who routinely render professional services within Provider's facilities unless such providers are covered under a separate professional services agreement with BCBSAZ. As prescribed in Section 4.08, Provider shall request, or direct such providers to request, a professional services agreement with BCBSAZ.

4.03 Independent Medical Judgment. Provider shall maintain its Provider-patient relationships and is solely responsible to its patients for Provider services and treatment. Subject to the requirements of Section 4.01 regarding use of non-network providers, Provider shall determine the method, details, and means of rendering services and treatment.

4.04 Policies and Procedures. Provider shall participate in and comply with all applicable requirements of BCBSAZ relating to billing (including, but not limited to, coding, mutually exclusive and incidental or included procedures), utilization management, quality management, peer review, credentialing, recredentialing, Subscriber and provider appeal and grievance procedures, and any other similar policies and procedures of BCBSAZ, as may be set forth in the Provider Operating Guide, provider newsletters or bulletins, or otherwise communicated to Provider with reasonable notice.

4.05 Operating Guide. Provider shall comply with the policies and procedures in the Operating Guide described in Section 3.05, as may be amended from time to time.

4.06 Nondiscrimination. Provider shall not discriminate against any Subscriber in the provision of Covered Services, whether on the basis of the Subscriber's coverage under a Benefit Plan, age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status as required by law, source of payment, utilization of medical or mental health services or supplies, or other unlawful basis including, without limitation, the Subscriber's filing of any complaint, grievance or legal action against Provider.

This section does not preclude termination of the provider/patient relationship if the relationship is untenable.

If Provider has an available bed/space, Provider shall accept Subscribers at its facility on a first-come first-served basis and shall not discriminate against Subscribers in favor of other patients for any reason, including, but not limited to the reimbursement that Provider will receive under the terms and conditions of this Agreement.

4.07 BCBSAZ Product Participation. Provider shall accept Subscribers from all BCBSAZ products for which Provider has contracted to provide services as indicated on Exhibit B, as well as the other lines of business referenced in Section 1.02.

If Provider is not contracted for a product or line of business, but chooses to provide Covered Services to a Subscriber covered under that product or line of business, all terms and conditions of this Agreement, including, but not limited to, reimbursement, apply to the provision of the Covered Services.

4.08 Institution-Based Providers and Subcontracted Providers. Provider shall use best efforts to have its Institution-Based Providers and subcontracted providers participate with BCBSAZ and shall advise Subscribers of a non-contracted provider's status as required in Section 4.01.

4.09 Confidentiality of Agreement. The price and fee terms of this Agreement are confidential and proprietary. Provider shall not disclose any price or fee terms to third parties without the prior written consent of BCBSAZ. However, Provider shall have the right to disclose information regarding this Agreement, including payment information, to Subscriber(s) to the extent necessary to discuss the terms and conditions of this Agreement with such Subscriber(s). This Section 4.09 shall apply to any consultant, claims administrator, or billing agent (collectively referred to as "agent") that Provider may use or retain to assist or advise Provider with Provider's obligations under this Agreement. Provider shall expressly advise any such agent about the provisions of this section and shall use best efforts to ensure, by written agreement, that any such agent complies with the requirements of this section.

The provisions of this Section 4.09 shall survive termination or expiration of this Agreement.

The parties acknowledge that breach of this Section 4.09 by Provider or Provider's agent will irreparably harm BCBSAZ and that the damages resulting from such breach would be difficult to ascertain. Consequently, if Provider or Provider's agent breaches this Section 4.09, Provider shall pay to BCBSAZ, as liquidated damages and not as a penalty, an amount equal to five percent (5%) of the amount BCBSAZ paid Provider in the immediately preceding twelve (12) month period. All remedies available to BCBSAZ shall be cumulative and

nothing contained herein shall preclude BCBSAZ from exercising any other right or remedy available to it at law or in equity.

4.10 Hospital Acquired Conditions (HACs). Provider shall comply with all applicable requirements of BCBSAZ relating to HACs as set forth in the Provider Operating Guide or otherwise communicated to Provider in writing, including, but not limited to properly populating Present on Admission indicators on claim forms for all diagnoses. Notwithstanding any other provision contained herein, Provider shall neither receive nor retain reimbursement for inpatient services related solely to HACs and shall hold BCBSAZ and the Member harmless for charges for any inpatient services related solely to HACs.

For purposes of this section, HACs shall mean any of:

- Pressure ulcers stages III & IV
- Catheter-associated urinary tract infections
- Vascular catheter-associated infection
- Surgical site infection, mediastinitis, following coronary artery bypass graft (CABG)
- Air embolism
- Blood incompatibility
- Foreign object retained after surgery
- Falls and trauma (fracture, dislocation, intracranial injury, crushing injury, burn, electric shock)
- Surgical-site infections following:
 - Bariatric Surgery
 - Laparoscopic Gastric Bypass
 - Gastroenterostomy
 - Laparoscopic Gastric Restrictive Surgery
 - Orthopedic Procedures
 - Spine
 - Neck
 - Shoulder
 - Elbow
- Manifestations of poor glycemic control
 - Diabetic Ketoacidosis
 - Nonketotic Hyperosmolar Coma
 - Hypoglycemic Coma
 - Secondary Diabetes with Ketoacidosis
 - Secondary Diabetes with Hyperosmolarity
- Deep vein thrombosis and pulmonary embolism following orthopedic procedures:
 - Total Knee Replacement
 - Hip Replacement

The list of HAC may be modified from time to time by BCBSAZ providing reasonable notice to Provider.

4.11 Steering. Provider shall not ask or transfer a Subscriber or prospective Subscriber to another Provider because of the Subscriber or prospective Subscriber's medical condition. Provider may provide factual and publicly-available information about BCBSAZ or other managed care plans to Subscriber or prospective Subscribers, but may not steer a Subscriber or prospective Subscribers toward any particular plan.

5.00 Product Requirements.

5.01 Referrals. Provider shall refer Subscribers for Covered Services only to a Network Provider, unless the needed type of service, availability of service, or sound medical practice dictates otherwise. If a Network Provider is not available, Provider shall obtain precertification from BCBSAZ before referring a Subscriber to a Provider outside the applicable network. Provider shall not admit or refer BCBSAZ BlueSelect Subscribers to hospitals, other inpatient facilities, or other providers that are not contracted for the BCBSAZ BlueSelect line of business unless the needed type of service, availability of service, or sound medical practice dictates otherwise. If Provider is referring a Subscriber to an out-of-network provider, Provider shall advise the Subscriber of that provider's non-network status. This section does not apply in an emergency situation, as described in the Benefit Plan.

5.02 Precertification Program. To the extent precertification is required for Provider's services, Provider shall comply with the precertification program and requirements of BCBSAZ and the other entities having access to the BCBSAZ network. When Provider renders services subject to precertification in emergent circumstances that make precertification impracticable, Provider shall notify BCBSAZ (or the applicable benefit administrator) as soon as possible, but no later than 24 hours after providing the Covered Services, or on the next working day.

BCBSAZ or another entity with access to the network may deny precertification if a Subscriber's pre-existing waiting period has not expired, or the requested procedure is subject to a specific contract exclusion, a waiver or rider, or other Benefit Plan limitation.

In making precertification determinations BCBSAZ relies on the information and/or medical records supplied to it by Provider's staff and/or the admitting or treating physician. Benefit adjudication of precertified procedures is subject to the terms and conditions of the Benefit Plan, the applicability of which cannot always be determined prior to claim submission. Provider expressly acknowledges that precertification is not an assurance or guarantee of coverage or payment.

5.03 Information Provided to Subscriber's PCP or Referring Physician. Within fourteen (14) days of rendering services to a Subscriber, Provider shall inform

the Subscriber's primary care physician or referring physician of the care and treatment rendered, unless such disclosure is prohibited by law. The communication may be oral or written.

5.04 Utilization/Quality Management Audits. Provider acknowledges that BCBSAZ, other Blue Cross and Blue Shield plans, CMS and/or certain large employer groups, and any auditors retained by such entities, may conduct audits of the utilization, case and quality management procedures, billing practices and other product-specific requirements, as set out more fully in the Operating Guide, during regular business hours upon reasonable advance notice to Provider. Provider shall cooperate with any audit as specified in Section 7 of this Agreement.

5.05 Reporting. In addition to any other express obligations that Provider may have under this Agreement to make records and data available to BCBSAZ, Provider shall cooperate with BCBSAZ and respond to commercially reasonable requests for information from BCBSAZ, such as reporting that may be required for certification of BCBSAZ by the National Committee on Quality Assurance (NCQA), URAC, or other accrediting organization. Provider shall not charge BCBSAZ for costs that may be associated with responding to commercially reasonable requests for information under this section.

5.06 Precertification for Covered Medicare Subscribers. Provider shall notify the BCBSAZ precertification department in writing within five (5) days of the date upon which a Senior Security, Senior Preferred or other BCBSAZ subscriber with Medicare supplement coverage is admitted to its facility (whether or not BCBSAZ is the primary or secondary payer) and again when such Subscriber has exhausted his/her "Medicare Lifetime Reserve Days" and has begun to use his/her "Additional 365 Days" as defined in the Subscriber's Benefit Plan booklet. Payment for Medicare Lifetime Reserve Days and "Additional 365 Days" is subject to BCBSAZ review for medical necessity and other applicable criteria, as set forth in this Agreement. If Provider does not give BCBSAZ the written notices required by this section, BCBSAZ is not required to reimburse Provider for any claims for services provided under the "Additional 365 Days" benefit.

5.07 Appeals and Grievance Procedure. Provider shall abide by the appeals and grievance procedure prescribed by BCBSAZ for its products, for its Providers and by state and federal law, including timely provision of medical records required for the appeal or grievance. Provider shall also abide by any appeal or grievance procedure prescribed by the Plan Administrator for any Benefit Plan that is not administered by BCBSAZ.

6.00 Representations, Credentialing, Insurance.

6.01 Representations. Provider represents that it:

- (a) is licensed or certified to provide Covered Services, if the State of Arizona requires such license or certification for Provider's business;

- (b) is either certified to participate in Medicare, or is accredited by a nationally recognized accrediting body, as determined by BCBSAZ;
- (c) has not been sanctioned by Medicare, Medicaid, the Federal Employee Program, or any governmental entitlement or federal health program; and
- (d) shall maintain, in good standing and without any restrictions or limitations, required licensure, certification, and accreditation, as applicable, during the term of this Agreement.

6.02 Warranties. Provider warrants:

- (a) All radiology and imaging equipment that Provider uses to provide Covered Services to Subscribers has been inspected to the full extent required by law, is in compliance with all applicable laws and safety standards regarding radiology and imaging equipment, and will remain in compliance during the term of this Agreement.
- (b) Any radiology or imaging tests performed under Provider's supervision will be performed by a person who is appropriately licensed or certified by law to do so.
- (c) Any radiology and imaging equipment for computed tomography ("CT"), computed axial tomography ("CAT"), magnetic resonance imaging ("MRI"), or positron emission tomography ("PET"), and any other radiology or imaging equipment identified in the Provider Operating Guide, that Provider uses to provide Covered Services to Subscribers has been accredited by the American College of Radiology, or by another entity consented to by BCBSAZ, and will remain accredited during the term of this Agreement. Upon request, Provider will provide BCBSAZ with proof of accreditation or application for accreditation.

6.03 Licensure. Provider shall maintain licensure necessary to comply with state and federal law and BCBSAZ credentialing standards.

6.04 Notice of Change in Information. Provider shall provide the information shown on Exhibit C, which is incorporated by this reference, and notify BCBSAZ of any change in address, professional affiliation, tax identification number, licensure status, staff privileges, Provider shall use best efforts to notify BCBSAZ at least sixty (60) days prior to the date of the change, or at the earliest opportunity. If advance notification is not possible, Provider shall notify BCBSAZ no later than fourteen (14) days after the effective date of the change.

6.05 Change in Status; Impact on Reimbursement. If Provider fails to notify BCBSAZ of a change in certification, licensure, location, or other status, as required by Section 6.04, and the change may result in a change to Provider's reimbursement, neither BCBSAZ nor the Subscriber is liable to Provider for any increased reimbursement until BCBSAZ receives notice of the change, and Provider shall hold the Subscriber harmless for any claims denied, in whole or in part, prior to the date of notice of the change.

6.06 Insurance. During the term of this Agreement, Provider shall have and keep in force both general and professional liability insurance in an amount appropriate to the services rendered by Provider, and in accordance with BCBSAZ credentialing criteria, which require current malpractice coverage with liability limits of at least one million per occurrence and three million aggregate (\$1M/3M). On request by BCBSAZ, Provider shall present certificates of such insurance and renewals. Provider shall give BCBSAZ at least thirty (30) days prior written notice of cancellation, nonrenewal, or amendment of such policies.

6.07 Compliance With Law. Provider warrants and certifies that it is in, and will remain in, compliance with all state and federal laws and BCBSAZ credentialing requirements applicable to providing health care services and performing under the terms of this Agreement.

7.00 Medical Records and Right to Audit.

7.01 Access to Records. BCBSAZ shall have access, at reasonable times and upon reasonable prior written notice, to Provider's books, records and papers relating to health care services provided to Subscribers and the billings and payments for such services under this Agreement. Such access shall include, but is not limited to, allowing review by BCBSAZ's medical director or his or her designee for audit, as described in Section 7.03 below. Such records shall also be accessible to state and federal agencies on reasonable request as required by law and as otherwise set forth in this Agreement. Provider shall maintain records for the time periods required by applicable state and federal laws and regulations. The provisions of this Section 7.01 shall survive the expiration or termination of this Agreement.

7.02 Medical Records. Provider shall provide information and records requested for claims adjudication, peer review, utilization and quality management within ten (10) working days of the request by BCBSAZ or sooner when required for expedited grievance or appeal, and without charge to BCBSAZ or patient.

7.03 Audit. Audit staff from BCBSAZ or its agents are authorized to perform audits relating to Provider's services. The scope of the audit shall be limited to Provider's performance under this Agreement, and to assuring that Provider is complying with the terms and conditions of this Agreement, and accurately reporting information. On-site audits shall be performed during normal business hours after BCBSAZ has provided reasonable prior written notice to Provider. Telephone or e-mail notification on the day prior to the on-site audit is deemed to be reasonable notice under this section. Provider is responsible for the cost associated with providing assistance and information to BCBSAZ auditors.

7.04 Confidentiality. Provider warrants that Provider complies and will continue to comply with the Health Insurance Portability and Accountability Act (HIPAA). Provider shall keep medical records and information confidential, and take

precautions to prevent the unauthorized disclosure of any and all medical records. The provisions of this Section 7.04 shall survive the expiration or termination of this Agreement.

7.05 Trading Partner Agreement. If Provider conducts electronic transactions with BCBSAZ, Provider shall comply with the Trading Partner Addendum attached as Exhibit A and incorporated by this reference.

8.00 Term and Termination.

8.01 Term. This Agreement shall begin on the Effective Date for an initial one (1) year term, and shall automatically renew each year on the effective date for successive one-year terms, unless terminated by either party. A party shall provide written notice of non-renewal at least ninety (90) days prior to the anniversary date.

8.02 Termination Without Cause. After this Agreement has been in effect for one (1) year, either party may terminate this Agreement without cause by giving the other party at least ninety (90) days prior written notice. A party cannot give notice until this Agreement has been in effect for one (1) year.

8.03 Immediate Termination. BCBSAZ may immediately terminate this Agreement on written notice to Provider for any one or a combination of the following events:

- (1) Provider's license, certification or accreditation necessary to perform any services contemplated by this Agreement is denied, modified, suspended, revoked or restricted, placed on provisional or probational status, or terminated (either voluntarily or involuntarily), or Provider is no longer Medicare-eligible, Medicaid-eligible, or eligible to participate in any other government program;
- (2) Provider's liability coverage as required under this Agreement is reduced below required amounts or is no longer in effect;
- (3) At any time, Provider fails to meet BCBSAZ's recredentialing, quality management or utilization management criteria or fails to comply with BCBSAZ policies and procedures communicated to Provider;
- (4) Provider fails to provide material information or provides erroneous information on a credentialing application or recredentialing application;
- (5) BCBSAZ makes a reasonable and good faith determination that such termination is necessary in order to protect the health or welfare of Subscribers;

- (6) Provider ceases to actively perform its business or dissolves;
- (7) Provider is unable to pay its debts in the ordinary course of business;
- (8) Provider files a petition in bankruptcy or an involuntary petition is filed against Provider which is not dismissed within forty-five (45) days of the filing;
- (9) The Department of Insurance or other state or federal agency with jurisdiction over BCBSAZ or Provider determines that it is improper for Provider to provide services in accordance with this Agreement and the parties cannot agree on an acceptable amendment to this Agreement within a time frame acceptable to the applicable state or federal agency or within fifteen (15) days after the determination of the agency, whichever is sooner; or
- (10) Provider or any one of its officers is arrested on felony charges that directly or indirectly relate to provision of services under this Agreement and BCBSAZ makes a reasonable and good faith determination that the nature of the charges are such that termination is necessary to avoid unnecessary risk of harm to Subscribers that could occur during the pendency of the criminal proceedings.

If Provider is a professional corporation, limited liability company, partnership, IPA or network and one of the events listed above occurs with respect to one or more individual shareholders, partners, employees, or contract Providers, this Agreement may be continued if Provider prohibits the affected individual(s) from providing services under this Agreement.

8.04 Material Breach. Either party may terminate this Agreement for any material breach of this Agreement by the other party, but only if that breach is not cured within thirty (30) days after written notice to the breaching party.

8.05 Termination for Abusive Practices. BCBSAZ may terminate the Provider if the Provider fails to refrain from abusive practices, following written notice from BCBSAZ to desist. As used in this section, abusive practices include the following:

- (a) Provider or provider's staff have physically threatened a BCBSAZ employee or representative;
- (b) Provider or provider's staff have engaged in a pattern of verbal threats, intimidation, rude and insulting behavior directed at BCBSAZ employees.

Prior to terminating a Provider under this section, BCBSAZ shall give the Provider written notice of the objectionable behavior, an opportunity to explain

the behavior, and an opportunity to propose remedial action. If Provider does not respond to the notice or implement remedial action, or if Provider or Provider's staff repeats the abusive behavior, BCBSAZ may immediately terminate the Agreement by giving the Provider written notice.

8.06 Partial Termination. BCBSAZ may terminate this Agreement with respect to one or more products or lines of business, which BCBSAZ shall indicate in the notice of termination to Provider. This Agreement shall remain in full force and effect with respect to all other products or lines of business for which Provider has contracted to provide services.

If applicable, BCBSAZ shall have the right to terminate this Agreement in accordance with the termination provisions with regard to any individual institution or other provider contracted pursuant to this Agreement. This Agreement shall remain in full force and effect with respect to all other institutions or providers contracted pursuant to this Agreement.

8.07 Effect of Termination. If a Subscriber is receiving Covered Services when this Agreement terminates, Provider shall continue to provide Covered Services to the Subscriber at the rates and terms specified in this Agreement until: (a) treatment is completed; (b) the Subscriber is transferred to another Network Provider; or (c) for such other period required by applicable federal or state law. Notwithstanding the other requirements of this section and upon request of BCBSAZ, the Federal Employee Program (FEP) director's office or Office of Personnel Management (OPM), Provider shall continue to provide Covered Services to FEP members through the end of the calendar year in which the termination occurs (or longer if required by this Agreement) in accordance with the terms of this agreement and at the rates provided herein. Upon termination, all rights and obligations of the parties under this Agreement shall immediately cease, except as otherwise provided in this Agreement. Termination of this Agreement shall not relieve either party of any obligation incurred before termination and shall not relieve Provider of its obligation to cooperate with BCBSAZ in arranging for the transfer of care of Subscribers then receiving treatment.

9.00 Reimbursement and Coordination of Benefits.

9.01 Reimbursement. BCBSAZ (or the applicable Plan Administrator) shall pay Provider the reimbursement set forth in Exhibit B. Subscriber coinsurance is calculated based on the BCBSAZ Allowed Amount.

9.02 Amendments to Reimbursement. BCBSAZ may, at any time, adjust the BCBSAZ fee schedule, including the DRGs referenced in Exhibit B; however, BCBSAZ shall not lower any fees without giving Provider thirty (30) days prior notice either in the provider newsletter or in some other form of written or electronic communication.

9.03 Submission/Claim Payment. After providing Covered Services to a Subscriber, Provider shall submit a complete and accurate claim or encounter form in accordance with BCBSAZ's policies. Provider shall use best efforts to submit all claims within thirty (30) days of the date of service. Provider shall use best efforts to submit claims electronically in a HIPAA standard 837 transaction, and shall otherwise submit claims on a UB-04 or CMS 1500 (or such successor standard forms), as applicable, using the appropriate CPT-4, HCPCS and revenue codes. BCBSAZ may refuse to pay any claims received more than one (1) year after the date of service.

9.04 Collection of Subscriber Responsibility. Provider shall collect all amounts that are the Subscriber Responsibility and shall not waive such amounts without the prior written consent of BCBSAZ. However, this section shall not prohibit the Provider from negotiating arrangements with the Subscriber for payment of the Subscriber Responsibility or from considering hardship circumstances in negotiating payment arrangements.

9.05 Limitation on Subscriber Liability. Provider shall not seek, and shall not cause any third party to seek, payment for Covered Services from Subscribers, except for the Subscriber Responsibility amount. Provider agrees not to bill, and shall not cause any third party to bill, BCBSAZ or Subscribers for services that are: (a) in violation of BCBSAZ billing policies and procedures; (b) not Medically Necessary, (c) deemed Investigational by BCBSAZ, or (d) denied because Provider failed to timely file the claim under Section 9.03 or request adjustment under Section 9.08.

In no event, including, but not limited to non-payment by BCBSAZ, insolvency of BCBSAZ, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against or cause any third party to bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Subscriber for Covered Services. This provision shall not prohibit collection of Subscriber Responsibility amounts otherwise permitted under the terms of the Subscriber's Benefit Plan or this Agreement, or from collecting for services that are excluded from coverage.

This provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Subscriber. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Subscriber or persons acting on his/her behalf. Provider agrees to hold Subscribers harmless for any amounts owed by BCBSAZ to Provider for Covered Services under the terms of the Agreement, as set forth in A.R.S. §20-1072, or subsequent applicable state or federal law.

9.06 Obligations in the Event of Insolvency. If BCBSAZ is declared insolvent, Provider shall provide Covered Services to Subscribers at the same rates and

pursuant to the same terms and conditions contained in this Agreement until the earliest of the following:

- (a) The expiration of the period during which BCBSAZ is required to continue providing benefits to Subscribers pursuant to A.R.S. § 20-1069(A); which is the later of sixty (60) days or the duration of the Subscriber's contract;
- (b) A notification from the bankruptcy receiver pursuant to A.R.S. § 20-1069(F) or a determination by the court that BCBSAZ cannot provide adequate assurance it will be able to pay Provider's claims for Covered Services that were rendered after BCBSAZ is declared insolvent;
- (c) A determination by the court that BCBSAZ is unable to pay Provider's claims for Covered Services that were rendered after BCBSAZ is declared insolvent;
- (d) A determination by the court that continuation of the Agreement will constitute undue hardship to Provider; or
- (e) A determination by the court that BCBSAZ has satisfied its obligations to all Subscribers under its health care plans.

If BCBSAZ is declared insolvent and a reinsurer assumes administration of this Agreement, Provider shall continue to provide Covered Services to Subscribers pursuant to the terms and conditions of this Agreement, including, but not limited to, the reimbursement rates in this Agreement, for the length of time required by applicable federal and state law.

9.07 Offset. Provider is responsible to repay BCBSAZ for all identified overpayments or incorrect payments paid pursuant to this Agreement to BCBSAZ. BCBSAZ shall recover any overpayments or incorrect payments by credit transaction on the remittance advice from either fee-for-service payments due to Provider under this Agreement or any other agreement in effect between Provider and BCBSAZ at the time of recovery of such overpayment or incorrect payment. Offsets shall be applied on a "first in/first out" basis until the overpayment is fully recovered. BCBSAZ may offset the full amount of any incorrect payment (not merely the overpaid portion) and reissue payment for the correct amount.

9.08 Request for Reconsideration or Adjustment of Adjudicated Claims. Provider may request reconsideration or adjustment of an adjudicated claim if Provider disagrees with the adjudication. BCBSAZ may also adjust an adjudicated claim if BCBSAZ determines that the claim was incorrectly paid or denied. Except as otherwise provided in this section, each party shall provide the other party with written notice of a request for reconsideration or adjustment of adjudicated claims within one (1) year of the date of the disallowance, payment, or other notice of adjudication. Provider shall so indicate in the writing in a manner that is reasonably sufficient to put BCBSAZ on notice of Provider's request. Provider shall not bill or seek to collect from a subscriber any reimbursement that was denied because Provider failed to timely request adjustment of a claim.

This section shall not prohibit adjustment of the following claims after the one (1) year period:

- a) Claims for services rendered to a member of the Federal Employee Health Benefits Program (FEP).
- b) Claims involving subrogation and coordination of benefits for self-funded groups not governed by state law.
- c) Claims involving fraud. As used in this subsection, fraud means a claim which includes or is based on a misstatement or omission of material fact by a Subscriber or Provider, which resulted in incorrect adjudication of a claim, and includes, without limitation, failure to disclose other applicable coverage, use of CPT® codes that do not accurately reflect services provided, billing for services not rendered, billing for services under the name of a provider other than the provider who actually rendered the service.
- d) Claims where a longer period of time is required by applicable state or federal law., including, without limitation, adjustments required because of federally mandated changes in Medicare reimbursement rates, federal requirements that certain government payers be payer of last resort or secondary payer, and federal laws prohibiting providers from accepting more than the Medicare limiting charge.
- e) Claims where BCBSAZ is ordered to adjust a claim because a member or provider has prevailed on a health care appeal.
- f) Claims under a worker's compensation policy.

9.09 Claim Audit. Provider acknowledges and agrees that BCBSAZ may delay payment due to an audit for appropriateness of the billing, a medical review of the Subscriber's records, or review for Medical Necessity of treatment or services rendered by Provider. BCBSAZ and Provider shall cooperate to expeditiously resolve any questions or disputes regarding billing for services to encourage timely payment of claims.

9.10 Coordination of Benefits. Services to which a Subscriber is entitled under a Benefit Plan may also be covered under another group or non-group health plan, prepaid medical plan, or health insurance policy. In those cases, BCBSAZ and Provider shall cooperate to coordinate benefits in accordance with applicable state or federal law concerning coordination of benefits (COB) or non-duplication of benefits and the COB or non-duplication provisions of the Subscriber's Benefit Plan. When COB or non-duplication of benefits laws or Benefit Plan provisions apply, the total of all payments will not exceed Provider's billed charges and BCBSAZ will not be required to pay more than the BCBSAZ Allowed Amount. The Provider shall write off any balance as if BCBSAZ was the sole source of payment except as stated in the circumstances described in Section 9.11.

9.11 Other Sources of Payment. Provider may be entitled to recover the difference between primary and secondary payments and billed charges from another source, not currently subject to COB, such as liability insurance, pursuant to A.R.S. §33-931, if applicable, and not prohibited by the Subscriber's

Benefit Plan or other applicable law. Provider and Subscriber shall resolve any billing or recovery from these other sources without intervention or involvement of BCBSAZ.

10.00 General Provisions.

10.01 The Blue Cross and Blue Shield Association. Provider expressly acknowledges its understanding that this Agreement constitutes an agreement between Provider and BCBSAZ, that BCBSAZ is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans, permitting BCBSAZ to use the Blue Cross and/or Blue Shield Service Mark(s) in the State of Arizona, and that BCBSAZ is not acting as the agent of the Association.

Provider further acknowledges and agrees that it has not entered into this Agreement based on representations by any person or entity other than BCBSAZ and that no person, entity or organization other than BCBSAZ shall be held accountable or liable to Provider for any of BCBSAZ's obligations to Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSAZ other than those obligations created under other provisions of this Agreement.

10.02 Independent Contractor. The relationship between Provider and BCBSAZ is that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Provider acts as an independent contractor and not as partner, employee, or agent of BCBSAZ. Provider is solely responsible for all tax withholding, social security, worker's compensation insurance and other obligations with respect to its employees.

10.03 Trade Name Ownership. The parties acknowledge that BCBSAZ has the sole right to use, in Arizona, the "Blue Cross" and "Blue Shield" trade names and service marks. Provider shall not use these names and marks without express written permission of BCBSAZ.

10.04 Amendment. Provider shall be bound by all written amendments or addenda to this Agreement, unless Provider notifies BCBSAZ in writing, within thirty (30) days after receipt of the addendum or amendment, that Provider objects to the addendum or amendment. BCBSAZ shall give Provider reasonable notice before an addendum or amendment becomes effective.

This Section 10.04 does not apply to adjustments or changes in the BCBSAZ Fee Schedule or DRG, which may be adjusted as described on Exhibit B, subject to the limitations in Section 9.02.

10.05 Business Combination. In the event Provider acquires, merges, or combines with (through merger, stock purchase or exchange, asset purchase, or any other transaction in which Provider is the surviving entity) an institutional or

ancillary provider or a portion of an institutional or ancillary provider (the "Acquired Provider"), Provider shall notify BCBSAZ thirty (30) days prior to the closing date of the transaction. If, at the time such transaction closes, the Acquired Provider is bound to an agreement with BCBSAZ to provide Covered Services to BCBSAZ Subscribers (the "Acquired Provider's Agreement"), BCBSAZ shall have the right to continue to process and pay claims under terms and conditions of the Acquired Provider's Agreement for Covered Services provided to BCBSAZ Subscribers and using the Acquired Provider's facilities, equipment, or employees. If, at the time the transaction closes, the Acquired Provider is not bound to an agreement with BCBSAZ to provide Covered Services to BCBSAZ Subscribers, Provider and BCBSAZ shall negotiate in good faith to determine the terms and conditions under which Covered Services provided to BCBSAZ Subscribers by the Acquired Provider or using the facilities, locations, or employees previously associated with the Acquired Provider, will be processed and paid.

10.06 Assignment; Indemnification for Breach. Provider acknowledges that payments made pursuant to this Agreement arise out of a Subscriber's interest in or claim under a policy of insurance for healthcare goods or services. Provider shall not, without prior written consent of BCBSAZ, sell, assign, transfer, pledge, or grant a security interest in any right, benefit, obligation or duty including, without limitation, any right to payment or account under the terms of this Agreement to any third party. BCBSAZ shall not unreasonably withhold consent. Notwithstanding any such consent, Provider agrees that: (i) any assignment of any right to payment is not enforceable against BCBSAZ and shall not impose any duty or obligation on BCBSAZ; (ii) BCBSAZ is not required to recognize the assignment or security interest or to pay or render performance to the assignee or other secured party or to accept payment or performance from the assignee or other secured party; (iii) any assignment or security interest shall not permit an assignee or other secured party to use or further assign Provider's rights under such payments or entitle the assignee or other secured party to enforce the security interest in the right to payment. If BCBSAZ receives any notice or demand from any such assignee or other secured party requesting or requiring that any payments under this Agreement be made to such assignee or other secured party, in the sole and absolute discretion of BCBSAZ, BCBSAZ may (a) require Provider to immediately cause such notice to be withdrawn and terminated; (b) suspend or withhold any payments otherwise due to Provider until such notice is withdrawn and terminated; (c) interplead any such payment or otherwise hold such payment in such manner as BCBSAZ may determine; or (d) make such payment to the assignee or other secured party, without any duty to verify the validity or sufficiency of any such claim.

Provider shall defend, indemnify and hold harmless BCBSAZ from any claims, losses, damages, liabilities, costs, expenses or obligations (including court costs and attorneys' fees) arising out of or resulting from Provider's breach of this section, including without limitation, any assignment of payments due or to

become due under this Agreement, regardless of whether the assignment is permitted under the Agreement or consented to by BCBSAZ.

BCBSAZ may assign its rights or obligations hereunder upon at least thirty (30) days prior written notice to Provider to a parent, subsidiary or affiliate of BCBSAZ or a party that acquires all or substantially all of its assets.

Any purported assignment or transfer in violation of this section is null and void.

10.07 Benefit. The terms and provisions of this Agreement are for the benefit of and are binding on the respective parties, their successors and assigns, where assignment is permitted.

10.08 Indemnification. Provider shall defend, indemnify and hold harmless BCBSAZ from any claims, losses, damages, liabilities, costs, expenses or obligations (including court costs and attorneys' fees) arising out of or resulting from the negligence or willful misconduct of Provider, its officers, employees, and agents in the performance of Provider's obligations under this Agreement.

BCBSAZ shall defend, indemnify and hold harmless Provider from any claims, losses, damages, liabilities, costs, expenses or obligations (including court costs and attorneys' fees) arising out of or resulting from the negligence or willful misconduct of BCBSAZ, its officers, employees, and agents in the performance of its obligations under this Agreement.

The parties shall cooperate in the defense of any claim made against them both. However, if either party determines that its own interests are adverse to the interests of the other party, each party may direct its own defense. The obligations and indemnities in this Section 10.07 shall survive the expiration or termination of this Agreement.

10.09 Entire Agreement; Materiality. This Agreement, including any documents referenced in it, contains the entire understanding of the parties and supersedes all prior agreements between the parties with respect to the same subject matter. Each term, provision and condition of this Agreement shall be deemed material, in the absence of which this Agreement would not have been made.

10.10 Severability. If any provision of this Agreement is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining sections shall not be affected. In addition, the illegal, unenforceable or invalid provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable comes closest to the intention of the parties concerning the illegal, unenforceable or invalid provision.

If a provision of this Agreement is rendered invalid or unenforceable as provided in this Section 10.09, and its removal has the effect of materially altering (a) the

obligations of BCBSAZ in such manner as, in the sole judgment of BCBSAZ, will cause it to act in violation of its corporate Articles or Bylaws or its licenses, or (b) the obligations of BCBSAZ in such manner as, in the sole judgment of BCBSAZ, will cause serious financial hardship to BCBSAZ, BCBSAZ may terminate this Agreement on thirty (30) days prior written notice to the other party. If termination occurs pursuant to this Section 10.09, the provisions of Section 8.00 shall govern the termination.

10.11 Notices and Communications. All notices and other communications, other than notices under Article 8 and Sections 6.04 and 10.04, may be provided electronically, by email, newsletter, or through posting on BCBSAZ's website. Notices required under Article 8 and Sections 6.04 and 10.04 shall be in writing, served or delivered by hand delivery, by U.S. mail, or by a national overnight delivery service with proof of delivery. Notice is complete on delivery if hand-delivered, or delivered by overnight delivery service, or if mailed, on receipt by the party, or five (5) days after deposit in the United States mail, postage prepaid. Notices and other communications in writing need not be mailed either by registered or certified mail, although a signed return receipt received through the U.S. Post Office is conclusive proof as between the parties of delivery of any notice or communication and of the date of such delivery.

If to BCBSAZ:

Blue Cross Blue Shield of Arizona, Inc.
2480 West Las Palmaritas Drive
Phoenix, AZ 85021

Attn: Vice President Network Management

If to Provider, at the address set forth below the signature space.

Provider is responsible for timely notifying BCBSAZ of any change in email address. Provider shall be deemed to have received any communications that are sent to provider's email address of record with BCBSAZ.

10.12 Venue, Jurisdiction, Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona or such federal law as may be applicable. Although this Agreement requires that all disputes are subject to arbitration, in the event a dispute involving this Agreement is determined not to be subject to arbitration, BCBSAZ and Provider consent to the jurisdiction of and to venue in the state courts of Maricopa County, State of Arizona or the Federal District Courts of Maricopa County, State of Arizona.

10.13 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed to

be or construed as a further or continuing waiver of such term, provision or condition.

10.14 Arbitration. All claims, disputes or disagreements, including without limitation, any claims arising under the Employee Retirement Income Security Act (ERISA), Racketeer Influenced and Corrupt Organizations Act (RICO), the Americans With Disabilities Act (ADA) or any other state or federal law, regulation or statute that arises out of or relates in any way to this Agreement are subject to arbitration. The parties agree that any arbitration commenced under this provision shall be held exclusively in Maricopa County, Arizona. The parties expressly agree to waive any and all defenses they may have to jurisdiction or venue in Maricopa County, Arizona.

Before commencing any arbitration under this provision, the parties shall each designate a member of senior management to meet in a mutually agreeable place, time and manner to attempt resolution of the claim, dispute or disagreement. If the parties are unable to resolve the matter, either party may commence arbitration thirty (30) days after such meeting.

Either party may initiate arbitration by sending the other party, via certified mail, a written demand for arbitration setting forth the specific nature of the controversy, the dollar amounts involved, and the remedies sought. There shall be one arbitrator. If the parties fail to select a mutually agreeable arbitrator within thirty (30) days after receipt of the demand, then each party shall select a designee of their choice and disclose the identity of the designee to the opposing party within forty (40) days after receipt of the demand. The designee shall not be an employee, agent, officer or director of the selecting party. The designees shall confer and within twenty (20) days after their selection by the parties, the designees shall select a single arbitrator. The arbitrator shall conduct the arbitration in accordance with the rules of the American Arbitration Association (AAA); however, the proceedings will not be conducted before AAA.

The parties shall share equally in the costs of the arbitration. The non-prevailing party shall reimburse the prevailing party for its attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration. The arbitrator's decisions are final, binding, and conclusive on the parties, and are not subject to appeal under the Federal Arbitration Act or any other similar state or federal law. The arbitrator or a court of competent jurisdiction may issue a writ of execution to enforce the arbitrator's award. Judgment may be entered upon such a decision in accordance with applicable law in any court of competent jurisdiction.

10.15 Dispute Resolution. The Parties agree to resolve any disputes under this Agreement in accordance with the process described in the Provider Operating Guide. A dispute that cannot be resolved to the satisfaction of the Parties using this process can be referred for arbitration in accordance with Section 10.13.

10.16 Exhibits; Schedules; Attachments. Any and all exhibits, schedules and attachments referred to in this Agreement are attached and incorporated by this reference.

10.17 Force Majeure. Neither party shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. For the purpose of this Agreement, such contingencies shall include Acts of God, fires, floods, epidemic sickness, earthquakes, explosions, storms, wars, public disorders, and terrorist attacks. The party that asserts inability to perform due to such contingency shall give immediate notice to the other party, and shall use all reasonable effort to remedy the nonperformance to the extent possible. The existences of such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period of time equal to the delay. If the period of delay exceeds sixty (60) days from the date of notice, either party shall have the right to terminate this Agreement.

I have reviewed the foregoing Provider Participation Agreement and agree to the terms and conditions set forth therein.

BLUE CROSS AND BLUE SHIELD OF ARIZONA, INC.

By _____
(Signature)
Marcus Montoya
Vice President, Network Management

Date _____

Cochise Health and Social Services PROVIDER

By Mary Gomez
(Signature)
Print Name MARY GOMEZ

Title DIRECTOR - COCHISE HEALTH & SOCIAL SERVICES

Date _____

Address:
1415 Melody Ln Bldg A
Bisbee, AZ 85603


STANDARD PARTICIPATION AGREEMENT DETERMINATION

Re: Standard Participation Agreement to expand the Cochise Health & Social Services network of insurance company payers, while at the same time, Blue Cross & Blue Shield of Arizona is working to expand their network of providers in Cochise County; between the Cochise Health & Social Services and Blue Cross & Blue Shield of Arizona, Inc.

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise Health & Social Services by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this 17th day of April, 2013.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: 

Terry Bannon
Deputy County Attorney

TRADING PARTNER AGREEMENT EXHIBIT A

If Provider conducts electronic transactions with BCBSAZ, Provider agrees to the following requirements:

1. Provider agrees that in conducting electronic transmissions for which the Secretary of the U.S. Department of Health and Human Services ("HHS") has established a "standard transaction," Provider shall comply fully, and shall cause all subcontractors and agents to comply fully, with the requirements of the HIPAA Standards for Electronic Transactions (currently set forth in 45 C.F.R. parts 160 and 162) and the BCBSAZ EDI Instructions, each as may be amended from time to time.
2. Provider understands and agrees that in connection with BCBSAZ's receipt and acceptance of standard transactions into its system, BCBSAZ is not pre-authorizing any medical treatment by the Provider, or in any way agreeing to pay for any medical services rendered by the Provider, and such determinations will be made through the normal claims adjudication process in effect between the Parties.
3. Provider agrees that, in connection with the transmission of standard transactions, it will not (and it will not permit any of its agents or subcontractors) to: (a) change the definition, data condition, or use of a data element or segment in a standard transaction; (b) add any data elements or segments to the maximum defined data set; (c) use any code or data elements that are either marked "not used" in the standard's implementation specification, or are not in the standard's implementation specification; or (d) change the meaning or intent of the standard's implementation specification(s).
4. Provider acknowledges and agrees that BCBSAZ, in conducting electronic transactions with Provider, is not acting as a Clearinghouse (as Clearinghouse is defined by the HIPAA Regulations).
5. As may be required by BCBSAZ, Provider shall test and cooperate with BCBSAZ in testing its system to ensure the accuracy, timeliness, completeness, confidentiality and compliance with the HIPAA Standards for Electronic Transactions and BCBSAZ's EDI Instructions.
6. Provider shall: (a) Immediately notify BCBSAZ and dispose of the data as instructed by BCBSAZ (or cause its agents or subcontractors to do so) if, in conducting electronic transactions with BCBSAZ, Provider (or its agent or subcontractor) receives data or data transmissions not intended for Provider; and (b) Protect and maintain the confidentiality of communications protocols that BCBSAZ might issue to Provider, the disclosure of which shall be limited to authorized personnel of the Provider on a need-to-know basis. Any additional hardware, software or other requirements necessary as a result of a communications protocol will be at Provider's cost.

7. Provider will develop, implement, maintain and use appropriate administrative, technical, and physical safeguards ("Safeguards"), in compliance with standard business practices, the HIPAA Security Standards and/or any BCBSAZ EDI Instructions provided, to preserve the integrity and confidentiality of, and to prevent non-permitted or violating use or disclosure of, data exchanged by the Parties. Additionally, Provider will require its agents and subcontractors to comply with the same security requirements with which Provider is required to comply.
8. With respect to the exchange of electronic transactions, neither BCBSAZ nor Provider shall be liable for any delay or failure in the performance of any obligation related to the exchange of electronic transactions or for any loss or damage to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall be Acts of God, fires, floods, epidemic sickness, earthquakes, explosions, storms, wars, public disorders.
9. Provider acknowledges and agrees that BCBSAZ may use and rely upon certain third party service providers ("TPSP") to provide database storage, database access, switching and other data communication services to BCBSAZ ("TPSP Services"). PROVIDER ACKNOWLEDGES AND AGREES THAT IT SHALL HAVE NO RIGHTS OR RECOURSE AGAINST BCBSAZ WHATSOEVER, EITHER DIRECTLY OR INDIRECTLY, FOR SUCH TPSP SERVICES AND PROVIDER HEREBY WAIVES ANY SUCH RIGHTS OR RECOURSE AGAINST BCBSAZ.
10. IN CONNECTION WITH THE EXCHANGE OF ELECTRONIC TRANSACTIONS, BCBSAZ SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, OR LOST PROFITS. PROVIDER ALSO AGREES AND UNDERSTANDS THAT BCBSAZ SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO INTEROPERABILITY, ACCESS, EQUIPMENT, SERVICES, SOFTWARE, CONTENT, OR NETWORKS PROVIDED BY PROVIDER OR OTHER PERSONS.
11. IN CONNECTION WITH THE EXCHANGE OF ELECTRONIC TRANSACTIONS, BCBSAZ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
12. The foregoing limitations of liability shall apply regardless of the form of the action, whether in contract, tort, strict liability or otherwise; and whether or not damages were foreseeable. These limitations of liability shall survive failure of any exclusive remedy provided in this Agreement.

**BLUE CROSS AND BLUE SHIELD OF ARIZONA
STANDARD PARTICIPATION AGREEMENT - ANCILLARY
EXHIBIT B - REIMBURSEMENT EXHIBIT**

**BLUE CROSS AND BLUE SHIELD OF ARIZONA
STANDARD PARTICIPATION AGREEMENT - ANCILLARY PROVIDER
EXHIBIT B - REIMBURSEMENT EXHIBIT**

CONTRACTED SERVICES: Immunizations and other County Health Services

BCBSAZ reserves the right to adjust the BCBSAZ Fee Schedule(s) from time to time.

The reimbursement set forth below is the only payment required from BCBSAZ or the Subscriber, less applicable Subscriber Responsibility, if any, subject to the Coordination of Benefits and Other Sources of Payment provisions of the Agreement.

For Subscribers covered under the products indicated in this Exhibit B, Provider agrees to accept the following reimbursement terms:

Indemnity PPO HMO

For Covered Services rendered to Subscribers covered under the products indicated above, reimbursement will be the lesser of billed charges or the applicable BCBSAZ Fee Schedule, less a twenty percent (20%) discount.

Medicare Supplement – Senior Preferred

For Covered Services rendered to Medicare Supplement Subscribers, reimbursement will be the balance payable after Medicare has made payment, up to the Medicare Allowed Amount. For Covered Services rendered to Medicare Supplement Subscribers for which Medicare does not make payment, Provider agrees to accept the lesser of billed charges or the applicable BCBSAZ Fee Schedule, less a twenty percent (20%) discount.

Workers' Compensation

For services rendered to employees covered through the BCBSAZ Workers' Compensation program, reimbursement will be the lesser of: the applicable Industrial Commission of Arizona (ICA) fee, billed charges, or the applicable BCBSAZ global Fee Schedule, less a twenty percent (20%) discount.

EXHIBIT C

PROVIDER INFORMATION

Corporation Name: Cochise Health & Social Services

Provider Name
(if different): _____

Tax ID Number: 86-6000398

Administrative
Contact: Ray Falkenberg, Administrative Services Manager

Administrative Office: Cochise Health & Social Services, 1415 Melody Lane, Bldg. A, Bisbee, AZ 85603

Office Email: rfalkenberg@cochise.az.gov

Phone Number: 520-432-9414

Fax Number: 520-432-9480

Billing Company: Cochise Health & Social Services

Billing Company Address: 1415 Melody Lane, Bldg. A, Bisbee, AZ 85603

Billing Company Phone No.: 520-432-9414

Locations:

Address:	Bisbee:	1415 Melody Lane, Bldg. A, Bisbee, AZ 85603
Phone No.:		Phone: 520-432-9400 Fax: 520-432-9480
Address:	Benson:	126 W. 5th Street, Benson, AZ 85602
Phone No.:		Phone: 520-586-8200 Fax: 520-586-2051
Address:	Douglas:	1012 N. G. Ave, Ste. 101, Douglas, AZ 85607
Phone No.:		Phone: 520-805-5600 Fax: 520-364-5453
Address:	Sierra Vista:	4115 E. Foothills Drive, Sierra Vista, AZ 85635
Phone No.:		Phone: 520-803-3900 Fax: 520-459-8195
Address:	Willcox:	450 S. Haskell Avenue, Willcox, AZ 85643
Phone No.:		Phone: 520-384-7100 Fax: 520-384-0309

Regular Board of Supervisors Meeting

Meeting Date: 05/07/2013

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME na
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE na
of PRESENTER:

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

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Attachments

Agenda

Minutes

COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE
AGENDA
April 26, 2013
Teleconference 1-866-228-9900
Access Code 326208#
[Web Link](#)
County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ President Lenore Stuart

- A) State Budget Update – Political posturing continues at the legislature with the President of the Senate reiterating his opposition to the Governor’s proposed Medicaid expansion and expressing his opposition to willingly bring the measure to the floor for a vote. There are options that the body can employ to circumvent the President’s position, ranging from a simple discharge petition to an all-out vote to replace the President. Concurrently, Governor Brewer wrote a letter to the legislature that the federal government would no longer subsidize covering the childless adult population, should Arizona not adopt the expansion. In her letter to legislators, Governor Brewer estimated the costs for covering those solely by the state at around \$850 million. The letter is attached with this report for your information.

The Legislature passed the 100th day of session on Wednesday. According to the House and Senate Rules, the legislative session must adjourn sine die, no later than the Saturday following the 100th Day of Session, which is not going to happen. The Speaker and the President may authorize the extension of the legislative session for an additional seven days after that point, which they authorized on the floor of both chambers on Thursday. After the seven days are up, each extension must be approved by a majority vote of both chambers.

Legislators earn a \$24,000 salary annually and they also receive per diem for expenses such as food and lodging. For legislators in Maricopa County they are paid \$35 a day in per diem expenses for the first 120 days of regular and special sessions, then \$10 a day thereafter. Members who reside outside Maricopa County receive an additional \$60 a day for the first 120 days of session and then only \$20 a day thereafter. This reduction in per diem after the 120th day of session could incent some to reach a conclusion to session sooner, rather than later.

- B) TPT Proposal
1. [HB 2657](#) transaction privilege tax changes (Lesko)
 2. [HB 2111](#) S/E transaction privilege tax changes (Lesko) – Negotiations continue with the sticking point continuing to be the inclusion of the Prime Contractor provision. Conflicting reports as to whether or not proponents will push ahead with the provision remaining in the measure or not.
- C) Legislative Bills / Issues for Discussion and Possible Consideration
1. [HB 2463](#) NOW: rules; counties; flood control districts (Gowan) – Regulatory Reform measure that remains available for a Final Read vote but did not advance this past week.
 2. [HB 2551](#) NOW: off-highway vehicles; use; authority; enforcement (Gowan) – a scheduled conference committee was cancelled this week and was rescheduled for Tuesday of next week. The measure increases weight of trucks up to about 80,000 pounds on certain state roads.
 3. [HB 2572](#) NOW: financial standards; fire districts (Coleman) – the measure was amended in conference committee and establishes protocol for Fire Districts to report financial status to counties’ Boards as directed in statute.

D) Update of CSA-sponsored Bills

1. [HB 2124](#) fire districts reorganization elections (Ugenti) – No longer active
2. [HB 2138](#) municipalities; rights-of-way; transfer (Pratt) – Transmitted to the Governor
3. [HB 2175](#) special districts; use fees (Fann) – No longer active
4. [SB 1098](#) medical marijuana; zoning authority (Pierce) – Laws 2013, Ch 101
5. [SB 1284](#) county general excise tax rate (Crandell) – No longer active

E) Other Business

F) Next Meeting Date and Time (Friday, May 3, at 9:00 a.m.)

G) Adjourn

Best Regards,

Todd Madeksza
Director of Legislative Affairs
County Supervisors Association of Arizona
1905 W Washington Street, Ste 100
Phoenix, AZ 85009
Office: (602) 452-4504 Fax: (602) 595-8574
Cell: (602) 320-3186
ToddM@countysupervisors.org
www.countysupervisors.org

**COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE**

(Teleconference Made Available)

County Supervisors Association
1905 West Washington
Phoenix, Arizona

MINUTES

April 26, 2013

Call to Order: Lenore Stuart 9:00 a.m.
Present in Person: David Tenney Navajo County
Present Telephonically:
Barry Weller Apache County
Tommie Martin Gila County
Jim Palmer Graham County
Gary Watson Mohave County
Pete Rios Pinal County
Lenore Stuart Yuma County

Absent: Ann English (Cochise), Mandy Metzger (Coconino), David Gomez (Greenlee), Holly Irwin (La Paz), Steve Chucri (Maricopa), Sharon Bronson (Pima), Manny Ruiz (Santa Cruz), Tom Thurman (Yavapai)

Others present telephonically: John Marcanti, Buster Johnson, Russ Clark, Laura Magnus, Heather Murphy, Ana Wayman-Trujillo

Others present in person: Rick Bohan, Hunter Moore, Katie Prendergast, Craig Sullivan, Penny Adams, Todd Madeksza, Kristin Cipolla, Dan Bogert, Yvonne Ortega

Penny Adams called roll and a quorum was not present.

State Budget Update

Craig Sullivan noted that this week held the 100th day of session. He stated that through agreement by the Senate President and Speaker of the House initially, and then in subsequent weeks by a vote of the membership, the session will be extended on a weekly basis. He said that one point to note is that on the 120th day of session per diem for legislators will be cut substantially. Craig reported that no agreement has been reached on the budget; and President Biggs had indicated he had no intention of putting the Governor's proposed Medicaid expansion issue on the floor. Craig stated that the Governor had released a letter to legislative members addressing the four options that are before the legislature and the costs associated with each. CSA will forward a copy of the letter to our membership.

Craig reported that the CSA letter signed by county board chairmen was sent this week to legislative leadership and the Governor with a copy to all legislative members. The letter restates CSA's legislative priorities and urges action on those priorities. CSA will follow-up with legislative members next week.

TPT Proposal

[HB 2657](#) transaction privilege tax changes and [HB 2111](#) S/E transaction privilege tax changes. Craig reported that earlier this week he heard that President Biggs wanted proponents to figure out how they wanted to move forward. However, he noted there is no agreement in discussions related to the prime contracting aspect. CSA continues to stay involved.

Legislative Bills / Issues for Discussion and Possible Consideration

Bills of Interest

[HB 2463](#) NOW: rules; counties; flood control districts. Todd reported this bill has not yet moved in the House. The bill is still alive, but has not yet been put on a calendar for Final Read.

[HB 2551](#) NOW: off-highway vehicles; use; authority; enforcement. Todd reported the bill will go to a conference committee. He noted there was language in a conference committee amendment that

exempted weight requirements for some roads in Apache County. CSA continues to watch it. Supervisor Weller expressed his appreciation for CSA monitoring this bill.

[HB 2572](#) NOW: financial standards; fire districts. Todd reported it was heard in a conference committee this past week.

Update of CSA-sponsored Bills

Todd reviewed the status of CSA's agenda bills.

[HB 2124](#) fire districts reorganization elections. Bill no longer viable.

[HB 2138](#) municipalities; rights-of-way; transfer. Passed the Senate 28-1-1 and has been transmitted to the Governor.

[HB 2175](#) special districts; use fees. Bill no longer viable. It was held in Senate Government and Environment committee.

[SB 1098](#) medical marijuana; zoning authority. Signed by the Governor.

[SB 1284](#) county general excise tax rate. Bill no longer viable. It was held in House Ways and Means committee.

Next Meeting Date and Time

The next LPC meeting is scheduled for Friday, May 3, at 9:00 a.m.

Other Business and Adjournment

Supervisors expressed appreciation for CSA's continued hard work and for holding these weekly meetings providing updates. There being no further business, President Stuart adjourned the meeting at 9:18 a.m.