

OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR19-1836

Attorney General Contract No. _____ 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.

Dated this 26th day of November, 2019.

MARK BRNOVICH
ATTORNEY GENERAL

Erin McCarthy
Assistant Attorney General
for Civil



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT AMENDMENT

CONTRACTOR (Name and address)	CONTRACT ID NUMBER
Cochise County Superior Court 100 Quality Hill Road #104 Bisbee, Arizona 85603	DI18-002162
	AMENDMENT NUMBER
	One (1)
THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	
<p>Pursuant to the Intergovernmental Agreement (IGA) Provision 10.1 Amendments, the parties hereby agree to amend the agreement as follows:</p> <ol style="list-style-type: none"> 1. Sections 12.5, 13.3 and 15.2 are updated to replace the email contact with the following: Via email to: DCSSContractsUnit@azdes.gov 2. Section 15.1 is updated and replaced with the following: Name: Niltza Flores Address: 100 Quality Hill Road #104 Bisbee, Arizona 85603 Email: Nflores@cochise.az.gov 3. Section 32.0 is updated and replaced with the following: 32.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075 32.1 The Court agrees to comply with all federal statutory and regulatory provisions requiring that tax information be safeguarded and kept confidential. See IRS PUBLICATION 1075. 4. Section 33.0 is updated and replaced with the following: 33.0 PERFORMANCE 33.1 In performance of this contract, the Court agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements: <ol style="list-style-type: none"> 33.1.1 All work will be done under the supervision of the Court or the Court's employees. 33.1.2 Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the 	



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performance of this contract. Disclosure to anyone other than an officer or employee of the Court will be prohibited.

- 33.1.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 33.1.4 The Court certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Court at the time the work is completed. If immediate purging of all data storage components is not possible, the Court certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 33.1.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Court will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 33.1.6 All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 33.1.7 No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 33.1.8 The Court will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

5. Section 34.0 is updated and replaced with the following:

34.0 CRIMINAL/CIVIL SANCTIONS:

- 34.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as



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much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301,6103(n)-1.

34.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

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

6. Section 35.0 is updated and replaced with the following:

35.0 INSPECTION

35.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Court for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific



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measures may be required in cases where the Court is found to be non-compliant with contract safeguards.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

AGENCY NAME ARIZONA DEPARTMENT OF ECONOMIC SECURITY		NAME OF CONTRACTOR COCHISE COUNTY SUPERIOR COURT	
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Rick S. Hughes</i>		SIGNATURE OF AUTHORIZED INDIVIDUAL <i>James L. Conlogue</i>	
TYPED NAME PATTY CLARK <i>Rick S. Hughes</i>		TYPED NAME <i>James L. Conlogue</i>	
TITLE <i>Interim</i> Chief Procurement Officer		TITLE <i>Presiding Judge</i>	
DATE <i>12-19-2019</i>		DATE <i>September 11, 2019</i>	
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.			
ARIZONA ATTORNEY GENERAL'S OFFICE ASSISTANT ATTORNEY GENERAL <i>Jim R. Smith</i>		PUBLIC AGENCY LEGAL COUNSEL	
DATE <i>12-17-2019</i>		DATE	



OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

MARK BRNOVICH
ATTORNEY GENERAL

Cochise County SCT IGA
INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR18-0689

Attorney General Contract No. _____ 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.

Dated this 27th day of April, 2018

MARK BRNOVICH
ATTORNEY GENERAL

Eugene M. Eastly
Assistant Attorney General

KR18-0689



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement between the Arizona Department of Economic Security ("ADES") and the Cochise County Superior Court ("Court").

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1854; and

The Court is duly authorized to execute and administer contracts under A.R.S § 12-123 and 12-211; and

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


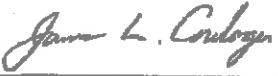
The term of this Agreement shall begin on May 1, 2018 and shall end on September 30, 2023, unless otherwise amended.

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

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

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

FOR AND ON BEHALF OF THE COCHISE
COUNTY SUPERIOR COURT

	
Procurement Officer Signature	Signature
Patty Clark	James L. Conlogue
Printed Name	Printed Name
Chief Procurement Officer	Presiding Judge
Title	Title
4/30/18	April 30, 2018
Date	Date
DI18-002162	
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Kim L. Smith
Assistant Attorney General

By: see attached document
Public Agency Legal Counsel

Date: 4-26-2018

Date: _____

ADES VISION AND MISSION STATEMENTS

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

2.0 PURPOSE OF AGREEMENT

- 2.1. The purpose of this Agreement is to facilitate and expedite actions to establish paternity and to establish, modify, or enforce child support orders and medical insurance obligations in the Superior Court by designating judicial officers to adjudicate IV-D cases.

3.0 DEFINITIONS

- 3.1. Arizona Tracking and Location Automated System (ATLAS): The mainframe based statewide automated system for IV-D child support cases.
- 3.2. Automated Clearing House (ACH): An electronic funds-transfer system run by the National Automated Clearing House Association (NACHA).
- 3.3. Business Day: All hours are Arizona Mountain Standard Time (MST), Monday through Friday, excluding official Arizona State holidays as defined by Division of Child Support Services (DCSS). Observed State holidays may be found at this site: http://www.hr.az.gov/additionalpages/ad_state_holidays.asp.
- 3.4. Certified Public Expenditure Statement (CPES): A form to certify any public expenditure spent.
- 3.5. IV-D: A case in which a state provides child support services as directed by the state or tribal child support program that is authorized by Title IV-D of the Social Security Act.
- 3.6. Subject Matter Expert (SME): A person who possesses expert knowledge on a specific subject.

4.0 SERVICE DESCRIPTION

- 4.1. A service that uses judicial officers who hold hearings and trials to:
 - 4.1.1. Establish paternity;
 - 4.1.2. Establish, modify or enforce child support and medical support obligations.

5.0 RESPONSIBILITIES

- 5.1. ADES and the Court agree as follows:
 - 5.2. **The Court shall:**
 - 5.2.1. Issue written and signed rulings on paternity; enforcement, child support, and medical insurance no more than sixty (60) calendar days from the date of submission.
 - 5.2.2. Have and comply with an expedited process plan pursuant to 45 C.F.R. 303.101.
 - 5.2.3. Assure that all hearings are on the record either by utilizing electronic recording devices per the standards outlined in the Arizona Code of Judicial Administration, Part 1, Chapter 6, Section 1-602, or by use of a court reporter.
 - 5.2.4. Facilitate the appearance of a party or witness residing in another state by telephone, audiovisual means or other electronic means as required by A.R.S. § 25-1256(F).
 - 5.2.5. Isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Court's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005. All planned incentive expenditures shall be reviewed and must be approved by ADES prior to payment.
 - 5.2.6. Provide to the attorneys representing ADES and the IV-D program access to the court's wireless network or, alternatively, the hardwire network on such basis as to allow the attorneys and their staff the ability to operate computer equipment while physically present at the court with access to the internet and any public facing court systems. Nothing in this provision is intended to permit IV-D legal staff access to internal or confidential court systems or the court intranet that would not otherwise be available to them.
 - 5.2.7. Ensure that all Court's staff assigned to IV-D cases complete ADES required forms and training before being assigned "log on" identifiers for ATLAS:

- a.) All new Court's staff assigned to Title IV-D Child Support shall complete ADES' required ATLAS security training.
 - b.) Ensure all Court's staff who utilize ATLAS, complete the following forms:
 - 1.) J-125, Request for Terminal Access;
 - 2.) J-129, Affirmation Statement;
 - 3.) CS-169, Conflict of Interest/Confidentiality Statement;
 - 4.) State of Arizona Access Agreement Form.
 - c.) The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV.
- 5.2.8. Upon execution of Agreement, submit a Cost Allocation Plan for the state fiscal year, and a Budget that includes incentive plan, job descriptions, projected court expenditures for child support activities for review and approval. Thereafter, the Cost Allocation Plan and Budget shall be submitted, no later than, July 31th annually.
- 5.3. ADES will:**
- 5.3.1. Reimburse the Court for costs incurred in the delivery of contract services during the term of this Agreement.
 - 5.3.2. Under this Agreement, the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655(a)(2).
 - 5.3.3. Review and approve incentives based upon the methodology set forth in ADES' current incentive policy that is incorporated by reference into this Agreement.
 - a.) The incentive system for State child support programs measure State performance in five (5) areas:
 - 1.) Establishment of paternities;
 - 2.) Establishment of child support orders;
 - 3.) Collections on current child support due;
 - 4.) Collection on past child support due (arrears); and
 - 5.) Cost effectiveness.
 - b.) Pay to the Court, as required by law, a proportionate share of incentives.
 - c.) All planned incentive expenditures shall be reviewed and must be approved by ADES.
- 6.0 TRAINING**
- 6.1. ADES will provide ATLAS training to the staff of the Court sufficient for the Court staff to comply with their duties under this agreement. Within thirty (30) calendar days of execution of Agreement, the Court shall designate two (2) SME's to be trained by ADES. Thereafter it shall be the responsibility of the SME in the Court's Office to train new personnel, as necessary, to become an SME.
 - 6.2. Other training related to child support efforts may be identified and the prices(s) shall be mutually agreed upon by the parties.
 - 6.3. ADES will provide one-time instruction to the designated employees from the Court's Office at no charge. All training shall be conducted in the Phoenix metro area. For Court's staff who must travel, costs will be reimbursed by submitting a claim on the CPES for travel, lodging, and per diem, if necessary. Reimbursement will be in accordance with the State of Arizona Accounting Manual.
- 7.0 TERM OF AGREEMENT**
- 7.1. The term of this Agreement shall have an effective date of May 1, 2018 and shall end on September 30, 2023, unless otherwise agreed upon by both parties in writing.
- 8.0 EXTENSION**
- 8.1. This Agreement may be extended through a written amendment by mutual Agreement of the parties, but in no event for a total period that exceeds ten (10) years.
- 9.0 TERMINATION**
- 9.1. This Agreement may be terminated by mutual Agreement of the parties at any time during the term of this Agreement.
 - 9.2. Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.
- 10.0 AMENDMENTS**

- 10.1. This Agreement may be revised only by mutual written Amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless amended in writing and signed by the authorized representative of the respective Parties.
- 10.2. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 10.2.1. Change of telephone number;
 - 10.2.2. Change in authorized signatory; and/or
 - 10.2.3. Change in the name and/or address of the person to whom notices are to be sent.

11.0 MANNER OF FINANCING

- 11.1. These services are financed by an annual grant from the U.S. Department of Health and Human Services, Administration for Children and Families.

12.0 REPORTING REQUIREMENTS

The Court shall:

- 12.1. Submit Certificate of Insurance of subcontractors of this Agreement by October 1st annually.
- 12.2. Submit a report of all Title IV-D cases heard by the assigned judicial officer by the 15th calendar day of each month.
- 12.3. Submit updated Budget, within five (5) business days for review and approval, upon the Court's determination that the Court is going to exceed ADES approved budget amount.
- 12.4. Submit quarterly Sub Recipient Incentive Report (Exhibit B) by the 5th business day of the quarter end.
- 12.5. The Court shall submit reports and Insurance Certificates electronically to:

Arizona Department of Economic Security
 Division of Child Support Services
 Via email to: DCSSIGAClaims@azdes.gov

13.0 PAYMENT REQUIREMENTS

- 13.1. The Court shall submit monthly a CPES and IV-D Compensation Form (Exhibit A), for costs incurred in the delivery of Contracted Services.
- 13.2. The Court shall submit supporting expense documents and the CPES to support the expenses each month.
- 13.3. The CPES and IV-D Compensation Form shall be submitted no later than the 15th day after the end of the month in which services were provided and sent electronically to:

Arizona Department of Economic Security
 Division of Child Support Services
 Via email to: DCSSIGAClaims@azdes.gov

- 13.4. Per Federal Register at 65 FR 82178, ADES, Federal auditors, central and regional office shall have the right to monitor the Court's compliance with reinvestment requirement. Non-compliance could result in disallowances of incentive amounts equal to the amount of funds supplanted, including closed cases with State owned monies. Per Federal Register 65 FR 82178, non-compliance could result in disallowances of incentive amounts equal to the amount of funds supplanted, including closed cases with state owed monies.
- 13.5. Payments shall be paid via ACH by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>.

14.0 REIMBURSEMENT REQUIREMENTS:

- 14.1. The services set forth in this Agreement may be reimbursed only for matters brought in Title IV-D cases, and on behalf of a judicial officer who is not a judge of the court. Clerical, secretarial, court reporter staffing and court interpreters shall be allowable expenses for a Judicial Officer or referee. This may include clerical time for the completion of minute entries mandated by court rule.
 - 14.1.1. Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R 74.1 et seq. and 45 C.F.R.304.

15.0 NOTICES

15.1. All notices to the Court regarding this Agreement shall be sent to the following address:

Name/Title: Johnathan Bearup Court Administrator
Address: 1400 East Ash Street
Globe, Arizona 85501
Email: jbearup@courts.az.gov

15.2. All notices to ADES regarding this Agreement shall be sent electronically to the following address:

Arizona Department of Economic Security
Division of Child Support Services
Via email to: DCSSIGAClaims@azdes.gov

16.0 DISPOSITION OF PROPERTY

- 16.1. If the Court is authorized to purchase equipment for utilization in the delivery of services specified in this Agreement, it shall be itemized in the Budget. If equipment is purchased as authorized by this Agreement, the Court shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with ADES funds, shall be reported in accordance with Department inventory policies and procedures.
- 16.2. ADES shall retain an equitable interest equal to the purchase price paid, or fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Agreement. ADES shall be included as a co-insured on any insurance policy that covers Equipment purchased under this Agreement.
- 16.3. The Court shall not dispose of any Equipment purchased under this Agreement without the prior written consent of ADES during and after the Agreement term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Agreement.
- 16.4. Upon termination of this Agreement, any Equipment purchased under this Agreement shall be disposed of as directed by ADES and, if sold, ADES shall be compensated in the amount of its equitable interest.
- 16.5. Under a fixed price Agreement, Section 16.1 through 16.4 do not apply unless specifically required by federal or state law.

17.0 APPLICABLE LAW

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

18.0 ARBITRATION

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

19.0 AUDIT

- 19.1. In accordance with A.R.S. § 35-214, each Party shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records maintained by a Party shall be subject to inspection and audit by the State at reasonable times. Upon request of a Party, the other Party shall produce the original of any or all such records.

20.0 CONFLICT OF INTEREST

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

21.0 E-VERIFY

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

22.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

In addition, should Cochise County Superior Court utilize a contractor(s) and subcontractor(s) the indemnification clause between Cochise County Superior County and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Cochise County Superior Court and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

22.1. INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

- None

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

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

22.3. MINIMUM SCOPE AND LIMITS OF INSURANCE

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

22.3.1. Commercial General Liability – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

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

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

22.3.2. Business Automobile Liability

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

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

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

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

22.3.3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
• Each Accident	\$1,000,000
• Disease – Each Employee	\$1,000,000
• Disease – Policy Limit	\$1,000,000

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

22.4. ADDITIONAL INSURANCE REQUIREMENTS

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

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

22.5. NOTICE OF CANCELLATION

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially

changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

22.6. ACCEPTABILITY OF INSURERS

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

22.7. VERIFICATION OF COVERAGE

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

22.7.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written Agreement shall not waive or otherwise affect the requirements of this Agreement.

22.7.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

22.7.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

22.8. SUBCONTRACTORS

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

22.9. APPROVAL AND MODIFICATIONS

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

22.10. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

23.0 IT 508 COMPLIANCE

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

24.0 NON-AVAILABILITY OF FUNDS

24.1. In accordance with A.R.S. § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated

by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

25.0 NON-DISCRIMINATION

25.1. Each Party 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.

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

27.0 RIGHT OF OFFSET

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

28.0 ATTACHMENTS

28.1. The following list of attachments constitutes an integral part of subject Agreement:

28.1.1. Attachment 1- Certification Regarding Maintenance of Effort

29.0 EXHIBITS

29.1. The following list of exhibits constitutes an integral part of subject Agreement:

29.1.1. Exhibit A - Certified Public Expenditure Statement (CPES) CS-016-FF and IV-D Compensation Form

29.1.2. Exhibit B - Sub Recipient Incentive Report

29.1.3. Exhibit C - Sub Recipient Fact Sheet

30.0 CONFIDENTIALITY

30.1. Each Party shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Court shall release information to ADES and to the Attorney General's Office as required by the terms of this Agreement, by law or upon their request.

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

31.0 DATA SHARING AGREEMENT

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

32.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

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

33.0 PERFORMANCE

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

33.1. All work will be done under the supervision of the Court, the Court's employees or ADES' employees.

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

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

33.4. The Court and ADES certify that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Court and ADES at the time the work is completed. If immediate purging of all data storage components is not possible, the Court and ADES certify that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

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

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

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

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

34.0 CRIMINAL/CIVIL SANCTIONS:

34.1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

34.2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

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

35.0 INSPECTION

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

36.0 SIGNATURES IN COUNTERPART

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

ATTACHMENT 1

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

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

Cochise County Superior Court, will be in addition to, and not in

_____ (Applicant Organization)

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

Jan L. Cribbs

Signature of Authorized Certifying Official

Presiding Judge

Title

April 30, 2018

Date

EXHIBIT A

CERTIFIED PUBLIC EXPENDITURE STATEMENT (CPES) CS-016-FF

AND

IV-D COMPENSATION FORM

EXHIBIT A

CS-016-FF (2-09)		ARIZONA DEPARTMENT OF ECONOMIC SECURITY Child Support Enforcement Contract Administration PO Box 40458 - Phoenix, Arizona 85067			COUNTY
					REPORTED MONTH
CERTIFIED PUBLIC EXPENDITURES STATEMENT					
ACTUAL EXPENDITURE FOR					
<input type="checkbox"/> County Attorney <input type="checkbox"/> Clerk of Superior Court <input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Family Law Commissioner					
PERSONS NAME PREPARING THIS REPORT		DATE	PHONE NO.		EXPENDITURE
1. Personal Services (Number of FTE)					
2. Employee-Related Expenses (ERE) (FICA, Unemployment Insurance, Worker's Compensation, Retirement, Health, Life & Accident Insurance)					
3. Professional and Outside Services (Specify)					
4. Travel					
A. Mileage Rate		Number of Miles	B. Per Diem and Other		\$ -
5. Space (Sum of 5A, %B, and 5C)					
A. Rent		B. Utilities	\$ -	C. Use Allowance	\$ -
6. Equipment (Sum of 6A, 6B, and 6C)					
A. Maintenance/Repair, Non-ADP				\$ -	\$ -
B. From CS-016-A, Line 5		C. From CS-016-B, line 6		\$ -	\$ -
7. Materials and Supplies (Sum of 7A, 7B, 7C, and 7D)					
A. Supplies		\$ -	B. Postage	\$ -	C. Printing
				\$0.00	D. Photocopying
					\$ -
8. Operating Expenses (Sum of 8A, 8B, 8C, 8D, and 8E)					
A. Telephone		D. Membership Dues		\$	
B. Insurance/Bonding		Name:			
C. Other (Pager)		E. Subscriptions		\$	
Office Supplies	Tools	Software	Misc	Leases	R/M Grounds
\$ -	\$ -	\$ -	Name \$ -	\$ -	\$ -
9. Indirect Costs (Enter the budgeted rate and the dollar amount of the base to which this rate is applied)					
Rate	%	Base:	\$ -		
10. Total Expenditures					
*11 Less Disallowance Per					
*12. ALLOWABLE EXPENDITURES (*11 AND 12 to be completed only by DCSE. If completed, line 12 is basis for line 14 below and for line 1 of the CS-105-D)					
13. TOTAL CREDITS (Sum of all fees collected)					
Other (Specify)					
Handling Fees	\$	1.	\$ -		
		2.	\$ -		
Lab Fees	\$	3.	\$ -		
14. NET EXPENDITURES (Allowable Expenditures minus Total Credits)					
15. Reimbursement Rate, According to Contract (Multiply)					
86.00%					
16. TOTAL REIMBURSEMENT AMOUNT DUE					
CERTIFICATION: I certify, under penalties of perjury, that this Certified Public Expenditures Statement 45 CFR 304.30 (a)(2)(i) has been examined by me and, to the best of my knowledge and belief, it is a true, correct and valid claim against the State of Arizona, and payment has not been received.					
AUTHORIZED SIGNATURE			TITLE	DATE	
ISSUE WARRANT PAYABLE TO					
MAILING ADDRESS (No., Street or PO Box No., City, State, ZIP)					

EXHIBIT A

Name of Your Agency
Family Law IVD
Enter Month and Year

Job Title	Name	TOTAL COMPENSATION				IVD COMPENSATION				
		Hourly Rate	Available Hours	Monthly Salary	ERE	Total Compensation	IVD Hours	Monthly Salary	ERE	Total Compensation
COMMISSIONER										
COMMISSIONER STAFF										
ADMIN & FAMILY COURT STAFF										
TOTAL										

Total FTE's XX

EXHIBIT B

SUB RECIPIENT INCENTIVE REPORT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Child Support Services
1789 W Jefferson St, Phoenix, AZ 85007 MD 7217
SUB RECIPIENT INCENTIVE FORM

Sub Recipient (County) Name _____
Sub Recipient DUNS Number _____
Reporting Month _____
Incentive Fund Account Number _____

The purpose of this report is to provide information regarding the use of each sub recipients portion of their incentive dollars. Please provide only actual expenses that were paid with Incentive dollars on this report. This excludes all IV-D dollars.

Please provide detailed explanation of what the expenditures in each section consist of under the total in the explanation box.

Beginning Balance as of QE \$ -

Prior Quarter Incentive Award \$ -

Expenditure Amount

1. Personal Services \$ -

(Salaries, bonuses, stipends, education assistance)

Explanation Box:

2. Employee Related Services \$ -

(Medical/Fringe benefits, Disability, etc)

Explanation Box:

3. Professional and Outside Services \$ -

(Contractors, Education/training from vendor, etc)

Explanation Box:

4. Travel Expenses \$ -

(Mileage, Meals, Lodging, Airfare)

a Mileage _____

b Meals _____

c Lodging _____

d Airfare _____

EXHIBIT B

Explanation Box:

EXHIBIT B

5. Operating Expenses \$ -

(Risk Management, Postage, Telecommunications, etc)

Explanation Box:

6. Occupancy \$ -

(Space, rent, etc)

 a. Square feet \$ -

 b. Rate \$ -

Explanation Box:

Non-Capital Furniture \$ -

(Furniture purchases under \$5,000)

Explanation Box:

Capital Furniture \$ -

(Furniture purchases above \$5,000)

Explanation Box:

Indirect Administrative Costs \$ -

(Cost allocated charges)

Explanation Box:

Total Actual Expenditures for Reporting Period \$ -

Ending Balance as of QE \$ -

CERTIFICATION: I certify, under penalties of perjury, that this Incentives Report State has been examined by me and, to the best of my knowledge and belief, it is a true, correct and valid claim against the State of Arizona.

Authorized Signature	Title	Date
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Administration for Children and Families (OCSE) References/Links:

EXHIBIT B

Incentives Purpose:

<https://www.acf.hhs.gov/css/resource/child-support-incentive-funding>

EXHIBIT B

Incentives background (Allowable/Non-Allowable expenses):

<https://www.acf.hhs.gov/css/resource/reinvestment-of-child-support-incentive> -

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. Disponible en español en línea o en la oficina local.

EXHIBIT C

SUB RECIPIENT FACT SHEET

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

Official/Legal Name of Sub recipient

Cochise County Superior Court
(From the Contract)

Contract # _____

Federal Employer Taxpayer ID # 866000541

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period May 1, 2018 and shall end on September 30, 2023
- Pass-through Number Assigned by the Department G1804AZ4004

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

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