



INTERGOVERNMENTAL AGREEMENT (IGA)

Arizona Department of Education
153S W. Jefferson Bin# 37
Phoenix, AZ 85007
(602) 364-2517

IGA No: 25-03-ED

PROJECT Title:
BRIGHT FUTURES
PROJECT OF Arizona

Effective Date: Upon Execution
Termination Date: September 29, 2025

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 et seq. this Intergovernmental Agreement Is entered Into by the Arizona Department of Education, ADE", an agency of the State of Arizona, and the Cochise County Education Service Agency (CCESA) Contractor). Pursuant to A.R.S. § 11-951 at seq. both parties are authorized ID enter Into agreements for the Joint exercise of any power common to the contracting parties as to governmental functions necessary to the pubic health, safety and welfare, and the proprietary functions of such public agencies.

Therefore the ADE and the CONTRACTOR agree to abide by all the terms and conditions sat forth In this agreement.

For and on behalf of the CONTRACTOR:

For and on behalf of the Arizona Department of Education

4001 E Foothills Dr., Suite A

1635 W Jefferson Street, Bin # 37

Phoenix, Arizona 85007

Sierra Vista Arizona 85635

[Handwritten Signature]
Signature of Person Authorized to Sign Date
JACQUELINE R. GLAS

Braulio Garcia Digitally signed by Braulio Garcia
Date: 2025.02.11 08:27:30 -0700

Signature of Person Authorized to Sign Date

Braulio Garcia

Printed Name

Procurement Supervisor

Title

[Handwritten Signature]
Printed Name
Cochise County Superintendent of Schools
Title

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this agreement hu been reviewed by the undersigned who has determined that this agreement 18 In appropriate form and within the powers and authority granted to the respective public body.

Signature: *[Handwritten Signature]*

Email: maria.syms@azed.gov

Signature
Maria Syms/Director of Legal Services ADE

Typed Name and Title

February 10, 2025

Date

[Handwritten Signature]

Signature
FRANK ANTENORI CHAIR

Typed Name and Title

1-28-2025

Date



IGA No. 25-03-ED

Arizona Department of Education
1535 W Jefferson, Bin# 37
Phoenix, Arizona 85007

1. Purpose of Agreement

The purpose of this agreement is for CONTRACTOR to provide the urgent needs around youth suicide in Arizona, specifically in rural and remote communities.

2. Term of Agreement

This agreement is effective upon execution through September 29, 2025, and can be renewed in accordance with Section 3. or be terminated in accordance with Sections 9 and 11.

3. Renewal of Agreement

This agreement may be renewed for additional terms. upon agreement of the CONTRACTOR and ADE. and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

4. Scope of Services

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," Scope of Work attached hereto and incorporated herein by reference.

5. Payment

As payment for full and satisfactory performance of the services, the ADE agrees to pay the CONTRACTOR as outlined in Attachment "B" Price Sheet.

6. Changes

This agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an Amendment). In the event that state or federal law enacted after the effective date of this agreement conflicts with any term of this agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the agreement to remove each conflict.

7. Arbitration

Both parties 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. except as may be required by other applicable statutes.

8. Breach

This agreement may be terminated by either party if the other party fails to fulfill its obligations.



9. Termination

Except as otherwise provided, this agreement may be terminated without cause upon thirty (30) days written notice by either party.

10. Governing Law

This agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

11. Non-Availability of Funds

Every payment obligation of the Arizona Department of Education (ADE) under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the 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 ADE in the event this provision is exercised, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (agreement) or any extension of the contract (agreement) is in effect, an employee or agent of any other party to the contract (agreement) in any capacity or a consultant to any other party of the contract (agreement) with respect to the subject matter of the contract (agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

13. Non-Discrimination

The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.

14. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this agreement for a period of five years after completion of the agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such Records.



15. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- A. The 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

16. Confidentiality

ADE and CONTRACTOR may choose, from time to time, in connection with work contemplated under this agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this agreement; provided that the receiving Party's obligations hereunder shall not apply to information that (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CONTRACTOR shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this agreement which involves identifiable individual student data.

17. Property Disposition

Disposition of property acquired for the purpose of this agreement, either by ADE or with funds provided by ADE, shall be determined by ADE upon termination or completion of the agreement. Upon termination or completion of this agreement, the CONTRACTOR shall provide ADE with a listing of all such property, and shall make arrangement to return or dispose of this property as directed by ADE. The CONTRACTOR shall provide ADE with an inventory for this property within 90 days of this agreement becoming effective, and annually thereafter.



IGA No. 25-03-ED

Arizona Department of Education
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18. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by CONTRACTOR in performance of this agreement shall vest in the State of Arizona.

19. Public Record

Both parties recognize that work product developed under this agreement become public information, except as limited by section 17, "Confidentiality."

20. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the CONTRACTOR:

Kimberlee "**Nikki**" Madden
Deputy Superintendent
Cochise County School Superintendent's
Office
4001 E Foothills Dr., Suite A
Sierra **Vista**, AZ 85635
Telephone: 520-803-3380
Email: kmadden@cochise.az.gov

To **ADE**:

Procurement, Bin # 37
Arizona Department of Education
1535 West Jefferson
Phoenix, AZ 85007
Telephone: (602) 364-2517
Fax: (602) 364-0598
[Email:procurementinbox@azed.gov](mailto:procurementinbox@azed.gov)

Technical Contact: Autumn White
Telephone: (602) 542-8198
Email: autumn.white@azed.gov

21. Documents Incorporated By Reference

The Uniform Terms and Conditions and Uniform Instructions to Offerers are incorporated into this document by reference, and may be obtained by visiting:

<https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9%28Rev%207-1-2013%29.pdf> for the Terms and Conditions

and

<https://spo.az.gov/sites/default/files/documents/files/Uniform%20Instructions%20to%20Offerors%20%28rev%209-2014%29.pdf> for the Uniform Instructions to Offerors.



INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A-SCOPE OF WORK

IGA Number 25-03-ED

1. **MISSION STATEMENT**

- 1.1. The Arizona Department of Education is a service organization committed to raising academic outcomes and empowering parents.

2. **BACKGROUND**

This program is designed to support states and tribes with implementing youth (up to age 24) suicide prevention and early intervention strategies in schools, educational institutions, juvenile justice systems, substance use programs, mental health programs, foster care systems, pediatric health programs, and other child and youth serving organizations. It is expected that this program will: (1) increase the number of youth serving organizations who are able to identify and work with youth at risk of suicide; (2) increase the capacity of clinical service providers to assess, manage, and treat youth at risk of suicide; and (3) improve the continuity of care and follow-up of youth identified to be at risk for suicide, including those who have been discharged from emergency departments and inpatient psychiatric units.

3. **PURPOSE**

This project will consist of a partnership between the Arizona Department of Education (ADE), Arizona Department of Health Services (ADHS), Cochise County Education Service Agency (CCESA), The Inter-tribal Council of Arizona (ITCA), and The University of Arizona (UArizona). The purpose of Arizona Project Bright Futures is to address the urgent needs around youth suicide in Arizona, specifically in rural and remote communities. The demographic for this proposed project includes the overall population of Arizona, which consists of 23% children where more than 6 out of 10 children are children of color. The youth population in Arizona is 45% Latino/a, 38% White, 4% two or more races, 4% American Indian, 5% Black, and 3% Asian. According to the Children's Action Alliance, 16% of children in Arizona are living in poverty. Moreover, children of color in Arizona disproportionately experience poverty with 39% of American Indian children living in poverty and 20% of Latino/a children living in poverty. Additionally, Arizona is home to 22 federally recognized American Indian tribes and has the largest total American Indian population of any state in the country, with Arizona schools serving 47,707 American Indian/Alaska Native students. With this, there is a strong importance on ensuring suicide prevention and early intervention project strategies are culturally and linguistically appropriate to all youth who represent the state of Arizona. The demonstration CESA is Cochise County, which is in the southeastern corner of Arizona. The population of Cochise County is 54.6% White, 35.9% Hispanic or Latino, 4.4% Black or African American, 2.2% Asian, 1.9% American Indian or Alaska Native, and 3.6% two or more races (US Census Bureau, 2023). The total poverty rate in Cochise County is 17.7%, with a median household income of \$58,421. In Cochise County, 22% of the population is comprised of children under the age of 18, and 25% of children live in poverty. It is intended that all youth served by CCESA will have access to the goals, activities, and resources proposed in this project, and there is potential to replicate activities in other rural counties in Arizona, therefore expanding the reach of impact of Arizona Project Bright Futures. The four main goals for this proposed project include; (a) resources and support for staff, (b) resources and support for students, (c) increased capacity and infrastructure, and (d) continuity of care. Data around youth access, referral, and services for suicide prevention and intervention and the number of staff trained to conduct suicide assessments will also be collected, as required by the funding opportunity. Arizona Project Bright Futures will utilize a train the train the model to ensure suicide prevention and early intervention training opportunities are accessible in rural and remote communities in Arizona. Further, staff and students will be trained in suicide awareness, prevention, and intervention using evidence-based, culturally relevant, and linguistically appropriate programming and curriculum. Arizona Project Bright Futures also aims to develop and implement a universal response system for Arizona's educational communities to utilize when referrals for youth with thoughts of suicide or suicide attempts occur, which includes a strong emphasis on continuity of care once youth have been stabilized. The partnerships with ITCA and CCESA strengthen Arizona Project Bright Futures by emphasizing the needs of indigenous, rural, and remote communities and how each community requires unique supports to increase the availability of evidence-based, culturally relevant, and linguistically appropriate supports. Finally, sustainability is a guiding light for Arizona Project Bright Futures, as emphasis is placed on increasing formal written policy and procedures to support the work of this grant beyond the project period.



INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A- SCOPE OF WORK

IGA Number 25-03-ED

4. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 4.1 Establish formal written policy and procedure guidelines for identifying, screening, assessing, referring, and treating youth at risk of suicide.
- 4.2 Support Cochise County LEAs in developing and implementing formal policies and procedures.
- 4.3 Co-develop a streamlined response process for CCESA LEA communities to address youth at risk of suicide and for post-incident responses.
- 4.4 Implement a pilot universal response system for referrals regarding youth suicide risk.
- 4.5 Facilitate suicide awareness and prevention messaging and events for LEA youth, families, and communities.
- 4.6 Recruit and engage educators, childcare professionals, care providers, and community members in Trainer of Trainers (ToT) opportunities focused on suicide awareness, prevention, and intervention.
- 4.7 Coordinate and support Cochise County LEAs with student suicide prevention training initiatives.
- 4.8 Coordinate and facilitate ToT opportunities for the CCESA service area.
- 4.9 Attend regular meetings with the Suicide Prevention Resource Center (SPRC) to obtain technical assistance and resources.
- 4.10 Collaborate with SEA and ADHS Coordinators to provide lethal means reduction training and professional development to youth-serving and educational communities.
- 4.11 Engage in twice-monthly meetings with the project evaluator and team to discuss data collection progress and address areas of need.
- 4.12 Engage in community of practice and learning opportunities with state agency partners and individuals with lived experience related to suicide.
- 4.13 Collaborate with the project tribal organization to meet the specific needs of tribal youth and support project goals.
- 4.14 Organize training to ensure HIPAA and FERPA compliant informed consent from parents or guardians for mental health services.
- 4.15 Create formal written policies to ensure prior written informed consent is obtained for mental health assessment, programming, and treatment.
- 4.16 Disburse means reduction supplies provided by partnered agencies to LEAs within Cochise County.



INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A -SCOPE OF WORK

IGA Number 25-03-ED

5. **REQUIRED QUALIFICATIONS**

Contractor shall:

- 5.1 Have demonstrated expertise in developing and implementing crisis response systems, particularly those related to youth suicide prevention and mental health.
- 5.2 Have experience in identifying, developing, and disseminating mental health and suicide prevention resources to a variety of stakeholders, including schools, counties, and community organizations.
- 5.3 Strong project management skills, including experience in overseeing the development, piloting, and implementation of mental health initiatives and response systems.
- 5.4 Have familiarity with the unique challenges and needs of diverse communities, especially within the context of youth mental health care.
- 5.5 Be employed by the Cochise County Education Service Agency at a 1.0 FTE level of effort.
- 5.6 Possess a minimum of bachelor's degree in a mental health, education, public health, or closely related field from an accredited higher education institution. An equivalent combination of education and/or experience from which comparable knowledge, skills, and abilities have been achieved may be considered.

6. **REPORTING REQUIREMENTS**

Contractor shall:

- 6.1 Quarterly reports on the implementation of a universal response system and other project activities.
- 6.2 Quarterly documentation of training sessions, including attendance records and materials used.
- 6.3 Quarterly data collection reports detailing progress on project objectives and areas for improvement.
- 6.4 Quarterly evidence of collaboration and engagement with tribal organizations and community partners.
- 6.5 Collect and report ongoing implementation data related to all project activities, objectives, and measures in Cochise County.




INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A-SCOPE OF WORK

IGA Number 25-03-ED

7. **Deliverables**

- 7.1 Co-produce and submit model formal written policies and procedures for schools to utilize for sustainability of grant activities.
- 7.2 Co-produce and deploy a universal response system for youth referred for risk of suicide.
- 7.3 Provide a comprehensive record of Cochise County LEA engagement in grant activities annually.
- 7.4 Engage with state, county, local and tribal partners to disseminate best-practice and research-based resources tailored for child-serving settings and agencies, ensuring that partners are equipped with effective tools to support youth mental health.
- 7.5 Provide records of suicide prevention and early intervention training implemented in Cochise County LEAs.

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT B- PRICE SHEET	IGA Number 25-03-ED
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1. Payment(s) to CONTRACTOR. The method of payment, time of payment, and source of funds are:

Method: Electronic transfer to include an invoice with detail on what shall be included:

- Detailed invoice to include the contracted period, P.O number, contract number, description, rate, quantity, and amount.
- Progress and Accomplishments [during billing cycle]
- Activities Planned for the next billing cycle
- Updates to the Project Work Plan (e.g., changes to timelines, tasks, resources, priorities, activities, proposed additions or deletions of objectives, or assignment of responsibilities)

Source of funds: BFPROJ100FAY24

CFDA Number: 93.243

Amount shall not exceed: Anticipated that monthly invoices will not exceed \$10,277.00; however, can exceed if additional funds are necessary for a given monthly period with proper justification.

2. The CONTRACTOR shall submit completed ADE FORMs-701d and 701b (subject to modification by the program office).
3. If indirect cost is included, the CONTRACTOR shall submit a copy of the Indirect Cost Approval letter from its cognizant agency for such indirect cost. Indirect cost may be restricted or disallowed on some projects. Check with the appropriate program office for more information.
4. If the CONTRACTOR expends \$500,000 or more in federal funds, the CONTRACTOR shall have an audit performed pursuant to OMB Circular A-133 and submit the results of that audit to ADE within 9 month of the end of the CONTRACTOR'S fiscal year.



**INTERGOVERNMENTAL
AGREEMENT
ATTACHMENT B - PRICE SHEET**

IGA Number
25-03-ED

ARIZONA DEPARTMENT OF EDUCATION INTERAGENCY SERVICE/INTERGOVERNMENTAL AGREEMENT BUDGET/ ESTIMATED NEEDS PAYMENT SCHEDULE FOR INSTITUTIONS OF HIGHER EDUCATION, STATE AGENCIES AND OTHER AGENCIES	INSTRUCTIONS Submit original to ADE Contracts Management Unit as part of proposed Agreement/amendment. Final Agreement will contain instructions for submission of periodic/completion reports
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A. AGREEMENT IDENTIFICATION FOR THE BUDGET PERIOD 19/30/24 | **TO: 19/29/25**
FROM:

1. Applicant Agency: Cochise County Education Service Aaencv	2. Contact Person: Samantha Reeves Phone No: (602) 542-1442	3. Agreement No.: 25-03-ED Index No.:
4. Funding Source (Chapter 1, etc.) BFPROJ100FAY24	5. Date submitted 10/11/2024	
6. Proposal Name (if any): Arizona Project Bright Futures		
7. Check ONE <input type="checkbox"/> Completion Report <input type="checkbox"/> Amendment <input type="checkbox"/> DADE Revision <input type="checkbox"/> New <input type="checkbox"/> Renewal Application		

B. AGREEMENT BUDGET	BUDGET (1)	REQUEST CHANGES (2)	AMENDED BUDGET (3)	EXPENDITUR ETO DATE (4)	BUDGET BALANCE (5)
*EXPENDITURE CATEGORIES					
8. Salaries - Instructional					
9. Salaries - Non-Instructional	\$68,000				
10. Emolovee Benefits	\$20,400				
11. Travel	\$26,070				
12. Suoolies and Materials	\$6,529				
13. Purch Services/Consultant Fees	0				
14. Tuition	0				
15. Printina and Reproduction	0				
16. Utilities and Communications	0				
17. Other:	0				
18. SUBTOTAL	\$120,999				
19. Indirect Cost (8% of Line 18)	\$1,725				
20. Capital Outlav					
21. TOTAL	\$122,724				
22. Administrative Costs					

23. Cash Balance (For Completion Purposes)
 *SEE INSTRUCTIONS ON REVERSE SIDE

C. COMPLETION REPORT SIGNATURE (Blue Ink Only)
 I hereby certify that this is a reasonable statement of total expenditures for this contract.

Applicant Authorized Aaent _____ Date _____

D. SUMMARY OF AVAILABLE FUNDS INCLUDED IN BUDGET ABOVE
 Prior FY C/O + FY State C/O + FY INew)+ Other= TOTAL FY

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E. ESTIMATED NEEDS PAYMENT SCHEDULE				<input type="checkbox"/> Original <input type="checkbox"/> Revised		Date:
FY	State C/O	FY	FY	FY	FY	
Jul:	Jan:	Jul:	Jan:	Jul:	Jan:	
Aua:	Feb:	Aua:	Feb:	Aua:	Feb:	
Seo:	Mar:	Seo:	Mar:	Sep:	Mar:	
Oct:	Aor:	Oct:	Apr:	Oct:	Apr:	
Nov:	Mav:	Nov:	Mav:	Nov:	Mav:	
Dec:	Jun:	Dec:	Jun:	Dec:	Jun:	
TOTAL		TOTAL		TOTAL		



**INTERGOVERNMENTAL AGREEMENT
ATTACHMENT C- INTELLECTUAL PROPERTY**

IGA Number
25-03-ED

- **CONTRACTOR Materials and Inventions.** As between the parties, CONTRACTOR shall own all rights, title, and interests, in and to: all CONTRACTOR Materials and Inventions, including all patents, copyrights, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by CONTRACTOR; and all derivative works therefrom. CONTRACTOR shall grant to ADE for the duration of the term of the agreement a nonexclusive, worldwide right and license to copy, distribute, transmit, display, perform, create derivative works from, sub-license and otherwise use and exploit the CONTRACTOR Materials, in any medium now known or hereafter developed, provided that ADE and CONTRACTOR shall negotiate in good faith a mutually agreeable arrangement for an appropriate licensing fee payable to CONTRACTOR for any such license that will allow CONTRACTOR to recover any of its direct, out of pocket development costs in such CONTRACTOR Materials. To the extent any such license to ADE relates to CONTRACTOR Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this agreement or Statement of Work without any additional incremental charge, then the license between ADE and CONTRACTOR shall likewise not include any additional incremental charge (over and above cost recovery for CONTRACTOR) with respect to such Materials. Except as otherwise requested or approved by CONTRACTOR, ADE shall cease all use of the CONTRACTOR Materials upon expiration or termination of the agreement, and shall immediately return or destroy the same at CONTRACTOR's direction.
- **ADE Materials and Inventions.** From time to time, ADE may provide CONTRACTOR with certain ADE Materials. ADE shall own all rights, title, and interests in and to: all ADE Materials and Inventions including all patents, copyright, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by ADE or CONTRACTOR; and all derivative works therefrom. ADE hereby grants to CONTRACTOR a revocable, nonexclusive, non-assignable, non-transferable, worldwide limited right and license to copy, distribute, transmit, display, perform, create derivative works, sublicense and otherwise use and exploit the ADE Materials for the performance of the Services hereunder. The foregoing license does not give CONTRACTOR, and CONTRACTOR is not authorized, to sublicense such ADE Materials. Except as otherwise requested or approved by ADE, CONTRACTOR shall cease all use of the ADE Materials upon expiration or termination of the agreement, and shall immediately return or destroy the same at ADE's direction.
- **Joint Inventions.** During the term of this agreement, the parties jointly may conceive of Inventions relating to the provision of Services hereunder. In such event, CONTRACTOR and ADE shall jointly own any such Invention. All rights, title, and interests are jointly and equally shared by the CONTRACTOR and the ADE. In the event that such Inventions relate to Materials licensed from a third party and such third party requires fees for said Materials, each party shall be responsible for covering the costs of their use of these third party Materials outside the scope of this agreement. To the extent any such Inventions relates to Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this agreement or Statement of Work without any additional incremental charge, then likewise, there shall be no additional incremental charge to either party by the other with respect to such Materials.
- **Defined Terms.** For purposes hereof, the following terms have the following meanings:
 - *"Invention"* shall mean any idea, design, concept, technique, process, machine, discovery or improvement, whether or not patentable, conceived of or made solely or jointly by CONTRACTOR and CONTRACTOR's employees, or jointly by CONTRACTOR and CONTRACTOR's employees with one or more employees of ADE, during the term of this agreement and in the performance of this agreement, provided that either the conception or reduction to practice thereof occurs during the term of this agreement and in the performance of the agreement.
 - *"Materials"* shall mean any computer software, computer programs, architecture, computer functionalities, computer interfaces, computer code, computer files, images, photographs, designs, forms, data listings, or compilations or databases, graphics, artwork, text or writings, documents, abstracts and summaries thereof or any other related items or information reasonably required for the performance of the Services. "Materials" include Materials created by or for ADE (*"ADE Materials"*) and Materials created by or for CONTRACTOR (*"CONTRACTOR Materials"*).

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT D - INDEMNIFICATION AND INSURANCE	IGA Number 25-03-ED
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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.

In addition, (insert name of other governmental entity) shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 insert name of other governmental entity's 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.

INSURANCE

I. Insurance Requirements for Governmental Parties to an IGA: NONE

II. 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.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

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

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability - Written and Oral \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its**



**INTERGOVERNMENTAL AGREEMENT
ATTACHMENT D- INDEMNIFICATION AND INSURANCE**

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officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(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.)

- b.** Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000
 - a.** The policy shall be endorsed to include the following additional insured language: "**The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor**". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b.** Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its 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.)

- c.** Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$ 500,000
Disease - Each Employee	\$ 500,000
Disease - Policy Limit	\$1,000,000

- a.** Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its 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: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



**INTERGOVERNMENTAL AGREEMENT
ATTACHMENT D- INDEMNIFICATION AND INSURANCE**

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- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance 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.RS§ 41-621 (E).
 2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.
- C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly 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 "AM. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. 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.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.