SERIAL 16071 ROQ COURT APPOINTED ADVISORS – OPDS
Contract Murden and Associates

DATE OF LAST REVISION: October 06, 2016 CONTRACT END DATE: April 30, 2018

CONTRACT PERIOD THROUGH APRIL 30, 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **COURT APPOINTED ADVISORS – OPDS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 28, 2016 (Eff. 05/01/16).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
Merri Plummer, Office of Public Defense Services

(Please remove Serial 11151-ROQ from your contract notebooks)

CONTRACT PURSUANT TO ROQ

SERIAL 16071-ROQ

This Contract is entered into this 28th day of April, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Murden and Associates, an Arizona corporation ("Contractor") for the purchase of the preparation and submission of comprehensive reports and, when required, testimony, regarding child welfare issues and placement recommendations to judges and commissioners in Family Court.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of two (2) years, beginning on the 1st day of May, 2016 and ending the 30th day of April, 2018.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

2.2 Payment shall be made at the time of assignment of the case, or upon receipt of an original signed Invoice in Support of Request for Warrant when accompanied by the minute entry documenting that the Contractor was assigned to a case by the Court, the parties are indigent and that the child(ren) are at risk of abuse or neglect.

2.3 INVOICES:

2.3.1 The Contractor shall submit in a manner acceptable to the County one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name
- Contract serial number or
- Invoice number and date
- Name of client and case number
- Payment terms
- Date of service
- Description of service provided
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to occgeneral@mail.maricopa.gov.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site **(http://www.maricopa.gov/Finance/Vendors.aspx).**

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 APPLICABLE TAXES:

2.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes.

2.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

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

2.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

2.6.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

2.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings?, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the Contractor's performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

5.2 INSURANCE:

5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 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.R.S. § 41-621 (E).

5.2.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

5.2.11 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $1,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.12 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $100,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.13 Workers' Compensation:

5.2.13.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

5.2.13.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.14 E&O (Professional)

If necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.
Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than $1,000,000 for each claim, and $3,000,000 aggregate claims.

5.2.15 Sexual Molestation

5.2.15.1 The policy *shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than $100,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.*

5.2.15.2 Contractor must provide the following statement on their *Certificate(s) of Insurance as provided for in Part E: "Sexual Abuse/Molestation coverage is included." Policies/certificates stating that "Sexual Abuse/Molestation coverage is not excluded" do not meet this requirement.*

5.2.16 Certificates of Insurance.

5.2.16.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County , issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

5.2.16.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.16.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.17 Cancellation and Expiration Notice.

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 Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, 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 Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 INSPECTION OF SERVICES:

5.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

5.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

5.4.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

5.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

5.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

5.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

5.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

5.4.4.2 Terminate the Contract for default.

5.5 REQUIREMENTS CONTRACT:

5.5.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the services contained in the Contract, they will be purchased from a Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

5.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

5.7 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

5.7.1 Deliver the supplies or to satisfactorily perform the services within the time specified in this contract or any extension;

5.7.2 Make progress, so as to endanger performance of this contract; or

5.7.3 Perform any of the other provisions of this contract.

5.7.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

5.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.9 CONTRACTOR LICENSE REQUIREMENT:

5.9.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

5.9.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.10 SUBCONTRACTING:

5.10.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the

County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the case number.

5.10.2 The Subcontractor's rate for the job shall not exceed that of the Contractor's rate, as bid in the pricing section, unless the Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

5.11 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

5.12 ADDITIONS/DELETIONS OF SERVICE:

5.12.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

5.12.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

5.13 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

5.14 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

5.16 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona‟s website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person‟s age, race, creed, color, religion, sex, disability or national origin.

5.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

5.17.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.17.1.2 has not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.17.1.3 is not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.17.1.4 has not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.17.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.18.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.18 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.19 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

5.19.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

5.19.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.20 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

5.20.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.20.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.20.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

5.21 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.22 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

5.23 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

5.24 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.25 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.26 INDEPENDENT CONTRACTOR:

5.26.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

5.26.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

5.26.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

5.27 WAIVER OF CLAIMS:

5.27.1 Contractor accepts the compensation provided in the Contract in lieu of any other claim(s), demand(s), request(s) or compensation for the services that Contractor provides pursuant to the Contract.

5.27.2 Contractor's obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.

5.27.3 Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:

5.27.3.1 County's average cost per case for all the services provided by Contractor under the Contact, compared to the County's average cost per case for the

same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys; County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and

5.27.3.2 Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.

5.27.4 This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

5.28 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

5.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.31.1 Exhibit A, Pricing;
5.31.2 Exhibit B, Scope of Work;

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Lynda Murden
Murden and Associates
P.O. Box 90443
Phoenix, AZ 85066

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

Lynda Murden, COO

PRINTED NAME AND TITLE

PO Box 90443 PHX AZ 85066

ADDRESS

4/19/2016

DATE

MARICOPA COUNTY

BY: _____

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

5/3/16

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

May 2, 2016

DATE

EXHIBIT A
PRICING

SERIAL 16071-ROQ
PRICING SHEET: NIGP CODE 95223

RESPONDENT NAME:	Murden & Associates
VENDOR # :	2011004937 0
RESPONDENT ADDRESS:	866 W. Horseshoe Ave Gilbert, Arizona 85233
P.O. ADDRESS:	PO Box 90443 Phoenix, Arizona 85066
RESPONDENT PHONE #:	602.710.9903
RESPONDENT FAX #:	480.539.3969
COMPANY WEB SITE:	
COMPANY CONTACT (REP):	Lynda Murden
E-MAIL ADDRESS (REP):	murdenandassociates@gmail.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES _____ NO YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____YES _____ NO YES

PAYMENT TERMS: NO TERM
~~NET 30~~ ~~LMURDEN~~

1.0 PRICING:

ITEM DESCRIPTION	**Compensation**
1.1 Court Appointed Advisor services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	$1000.00 per assignment on those cases in which the parties are indigent (See section 2.1.13)

EXHIBIT B
SCOPE OF WORK

1.0 INTENT**:**

The intent is to establish a list of qualified contractors to provide a comprehensive report and, when required, expert testimony, regarding child welfare issues and placement recommendations to judges and commissioners in Family Court. The provisions of any pursuant contract, between Maricopa County and the contractor, apply only to those cases in which County is obligated to make payment. Contractors may be assigned to provide similar services regarding wards in Probate Court. This is a requirements contract. Compensation is predetermined and is not negotiable. Maricopa County reserves the right to award this contract to multiple vendors.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

2.0 SCOPE OF WORK:

2.1 SCOPE OF WORK:

2.1.1 MINIMUM QUALIFICATIONS:

2.1.1.1 To qualify for a Court Appointed Advisor contract with Maricopa County, contractor shall possess:

2.1.1.1.1 A Master's Degree in social services, nursing psychology, education, counseling or other related field; and
2.1.1.1.2 A minimum of five years of experience working with children who are at risk of abuse or neglect; and
2.1.1.1.3 A minimum of one year of experience working for or providing services to the court.

2.1.2 DEFAULT, SUSPENSION AND TERMINATION:

The County may suspend, modify or terminate the contract upon contractor's failure to perform, or upon the occurrence of an event that may cause or result in contractor's failure to perform any requirement of the contract. Failure of performance shall include failure by contractor to fulfill the reporting requirements of the contract. Contractor's contract may be terminated due to economic events that may have an adverse effect on the Office of Contract Counsel's budget.

2.1.2.1 The County may terminate the contract as follows:

2.1.2.1.1 <u>No Cause</u>: Upon thirty days written notice to Contractor.
2.1.2.1.2 <u>For Cause</u>: Immediately upon written notice to Contractor.

2.1.2.2 Contractor or County may terminate this contract upon thirty (30) days written notice to the Maricopa County Procurement Officer and the Contract Administrator or Director of Office of Public Defense Services (OPDS) or Contractor.

2.1.2.3 Termination of a contract does not terminate contractor's duty to continue providing service on those cases assigned to contractor prior to the effective date of termination.

2.1.3 RESPONSIBILITIES OF CONTRACTORS:

2.1.3.1 General Duties of Court Appointed Advisors – Contractor shall conduct interviews and investigations as are reasonable and necessary to provide a picture of the child/children's situation. Contractor shall provide thorough and timely reports as directed by the Court that will include a summary of the investigation, a statement of observations, and recommendations of the Contractor. The report will be submitted to the Court within the time designated by the Court.

2.1.3.2 Fingerprint Clearance - Court Appointed Advisors must supply OPDS after award of contract with a copy of a valid Arizona DPS Level One Fingerprint Clearance card and maintain this certification in order to be eligible to receive case assignments.

2.1.3.3 Mandatory Training – Before any cases may be assigned to the Contractor, Contractor must provide OPDS with proof of compliance with the requirements of A.R.S. §25-406 (C)(D).

2.1.3.4 Assignment of Cases - Contract does not guarantee any minimum assignment of cases or any minimum compensation.

In the event a contractor becomes unable to complete an assignment and is allowed to withdraw from an appointment, contractor shall immediately report the circumstances of the withdrawal to OPDS so that a replacement contractor can be appointed if necessary.

2.1.3.5 Accept Assignments - Contractor shall accept all assignments made by the Contract Administrator or Director of OPDS unless Contractor is not ethically permitted to accept the assignment. Contractor shall not accept more assignments than Contractor can effectively handle.

2.1.3.6 Reappointment - In the event that Contractor is reappointed to the same case or client within six months of being relieved, the reappointment shall be considered a continuation of the original appointment and no additional compensation shall be paid. The Contractor is eligible for "reappointment" only if there is a prior minute entry in which the Contractor was relieved.

2.1.3.7 Replacement Representation - In the event Contractor becomes unable to complete an assignment and is removed from a case for any reason, Contractor immediately shall report the circumstances to OPDS so that OPDS may appoint a replacement. OPDS may require Contractor to return payment for the assignment.

2.1.3.8 Continuing Representation - Contractor has a continuing duty to provide service to Clients until the court has terminated the representation. Termination of a contract(s) by either Maricopa County or the Contractor does not terminate Contractor's duty to provide services in those cases assigned prior to the effective date of termination.

2.1.3.9 Removal for Failure of Performance - In the event a Court removes Contractor from representation due to any failure of performance relating to the representation, Contractor may, at the discretion of the Contract Administrator or Director of OPDS, be required to reimburse the County for any payment made to Contractor relating to the representation and provide a written explanation to the Contract Administrator or Director of OPDS of the failure of performance. Previous performance may be considered by OPDS when making future assignments.

2.1.3.10 No Additional Compensation - Contractor may not solicit or accept private or additional compensation of any kind from any source including fees, costs or any other form of present or future compensation, in any matter that relates to or arises out of a pending assignment or representation. Payment authorized by Court order is not prohibited by this section.

2.1.3.11 Records and Reports - Contractor shall create and keep detailed and accurate time sheets and case logs during the course of the assignment. Contractor will periodically report, on a timely basis, data and statistics to the Contract Administrator or Director of OPDS in the manner prescribed by OPDS. Failure to submit time sheets, case logs, and final disposition records in the time and manner specified by OPDS may result in withholding compensation until the contractor is in compliance and may result in termination of the contract. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed pursuant to the Contract except any document that is privileged. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, standards and regulations. Storage of records and any associated fees are the responsibility of the contractor.

2.1.3.12 Substitute Performance - This is a personal services contract between Contractor and the County. Contractor may substitute performance with another Contractor on contract and only with prior consent of the Contract Administrator or Director of OPDS. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.

2.1.3.13 Requests for Expenditures - Contractor may not incur any expense for the account of the County without <u>prior written approval of OPDS</u>. Failure to obtain prior approval may result in Maricopa County declining to pay for the expenditure. A copy of the County's approval must be given to the approved vendors for their billing purposes prior to the commencement of their work. If an approved vendor exceeds the OPDS-approved amount for the expenditure, OPDS is not obligated to pay any such overage. When billing for reimbursement, receipts for all expenses must be attached. OPDS will not reimburse Contractor for the cost of business overhead including: office supplies, secretarial or other staff services, long-distance telephone calls or any other type of expense that involves the general cost of doing business unless approved in advance by the Contract Administrator or Director of OPDS as an extraordinary expense.

2.1.3.14 Appointment of Interpreters - Interpreters from the Office of Court Interpreter will be used for non-English-speaking Clients as necessary for all court proceedings and out-of-court matters when possible.

2.1.3.15 Requests for Court Orders - Any request made of any Court for an order directing any action or payment by OPDS or Maricopa County must be served upon the Contract Administrator or Director of OPDS in compliance with the Rules of Civil Procedure regarding notice.

2.1.3.16 Compliance with Law - Contractor shall comply with all laws, including rules and regulations, of all governmental and non-governmental accrediting and regulatory authorities, including the State of Arizona and any related licensing and administrative bodies. In the event that a license or privilege held by Contractor is denied, suspended or not renewed by any licensing or administrative authority, on an interim or other basis, Contractor must notify the Contract Administrator or Director of OPDS immediately. Failure to give such notice may result in termination of Contractor's contract.

2.1.3.17 Technological Equipment -Contractor shall possess the following**:**

2.1.3.17.1 Desktop or laptop computer;
2.1.3.17.2 Microsoft Word, Excel and Adobe Reader; and other software as might be needed to allow Contractor to conduct business electronically with OPDS;
2.1.3.17.3 E-mail address; and
2.1.3.17.4 Cell phone.

2.1.4 LAWS, RULES AND REGULATIONS:

Performance under the contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

2.1.5 NON-DISCRIMNATION AND EQUAL EMPLOYMENT OPPORTUNITY:

Contractor, in the performance of the contract, will not discriminate against any person based on race, religion, sex, national origin, or disability.

2.1.6 DISPUTES:

Except as otherwise provided by law, any dispute arising under the contract shall be processed according to the procedures identified in the Maricopa County Procurement Code, Section MC1-906.

2.1.7 CLAIMS FOR PAYMENT:

Contractor must submit an original *Invoice in Support of Request for Warrant* on the form prescribed by the County for payments. Invoices must be submitted less than six (6) months after the conclusion of the appointment. (A.R.S. §11-622)

If OPDS disallows a portion of any claim, the claim shall be processed for the reduced amount. If the contractor protests the amount or the reason for disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

2.1.8 SECURITY AND PRIVACY:

The Contractor agrees that neither the Contractor, nor any of its officers or employees shall use nor reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such court order pertaining to the production of such information.

2.1.9 NOTICE:

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing and shall be deemed delivered upon the following:

2.1.9.1 Personal delivery;

2.1.9.2 One (1) business day from the confirmed transmission by e-mail or telecopier;

2.1.9.3 Three (3) business days from deposit in the United States Postal mail, registered or certified, return receipt requested and postage prepaid, to the

Notice Address or to the last known address of the Party who is to be given notice.

2.1.10 RULES OF CONSTRUCTION:

2.1.10.1 Incorporation of Definitions, Recitals and Exhibits - The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.

2.1.10.2 Third Party Beneficiaries; No Rights Conferred on Others - Any person who is entitled to indemnity (i) by the terms of the Contract or (ii) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.

2.1.10.3 Severability - Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.

2.1.10.4 Remedies Cumulative - Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party.

2.1.11 MISCELLANEOUS:

2.1.11.1 Travel - Visiting child placements, schools, Court, etc., is a component of fulfilling the obligations of this contract and the County will not pay for mileage. In extraordinary circumstances, payment for travel outside Maricopa County may be compensated upon prior written authorization of the Contract Administrator or Director of OPDS.

2.1.11.2 Change of Address/Firm - Contractor shall advise OPDS promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. Contractors are responsible for making any changes to their information through Maricopa County Finance at the following website and promptly notifying the Procurement Officer in the Office of Procurement Services:
http://www.maricopa.gov/Finance/Vendors.aspx
If contractor's business changes its name, the Contractor is responsible for notifying the Procurement Officer in the Office of Procurement Services for the contract to be modified.

2.1.12 EFFECT:

This Work Statement controls over any conflict with the General Provisions or Consideration sections of this contract.

2.1.13 COMPENSATION:

2.1.13.1 Payment - OPDS will compensate Contractor at a flat fee of $1000 per assignment on those cases in which the parties are indigent and there has been a determination by the court that the child/children may be the victim(s) of abuse or neglect.

2.1.13.2 METHOD OF PAYMENT:

2.1.13.2.1 Compensation is predetermined and is not negotiable.

2.1.13.2.2 Subject to the availability of funds, OPDS shall pay the Contractor upon the assignment of the case, or upon receipt of an original signed Invoice in Support of Request for Warrant when accompanied by the minute entry documenting that the Contractor was assigned to a case by the Court, the parties are indigent and that the child(ren) are at risk of abuse or neglect.

SERIAL 16071-ROQ

MURDEN AND ASSOCIATES, P.O. BOX 90443, PHOENIX, AZ 85066

PRICING SHEET: NIGP CODE 95223

Terms:	~~NET 30~~ **NO TERM**
Vendor Number:	~~2011004937 0~~ **VC0000005290**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **April 30, 2018.**