



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**PURCHASING DIVISION REPORT**

June 8, 2022

**CONTRACT AWARD RECOMMENDATION(S):**

The Board is requested to approve the following contract award(s):

1. RFP 220431 – Electronic Health Records Software - Recommend CureMD.com, Inc. be awarded a contract beginning June 20, 2022 through June 19, 2023 with nine (9) optional one-year extensions. This contract will be used by the Public Health Services District.
2. ROQ 225027 – Housing Rehabilitation and Demolition Prequalified Contractors List - Recommend Neoteric Builders LLC be awarded a contract beginning June 8, 2022 through June 7, 2023 with four (4) optional one-year extensions. This contract will be used by the Housing Department.
3. IFB 226023 – IPAZ BUILD Grant Roadway Improvement Projects (Hanna Road, Houser Road, SR-87) – Recommend Sunland Asphalt & Construction LLC be awarded a contract in the bid amount of \$12,429,012.00 with a contingency amount of \$1,160,000.00. This contract will be used by the Public Works Department.
4. RFP 230127 – Correctional Health Services - Recommend Wexford Health Sources Inc. be awarded a contract beginning July 1, 2022 through June 30, 2025 with two (2) optional one-year extensions. This contract will be used by the Adult Detention Center and Youth Justice Center.

**CONTRACT AMENDMENT(S):**

The Board is requested to approve the following contract amendment(s):

1. ROQ 175623 – JOC Civil Construction - Recommended approval of Amendment No. 5 to exercise the optional extension period from June 27, 2022 through June 26, 2023 with the following suppliers:

DBA Construction, Inc.  
Stormwater Plans, LLC dba SWP Contracting & Paving  
Sunland Asphalt & Construction, Inc.  
Viasun Corporation

There are no optional extensions remaining. This contract is used by the Public Works Department.



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

2. ROQ 175923 – JOC Asphalt Maintenance & Repair Services - Recommended approval of Amendment No. 4 with a price increase for Southwest Slurry Seal, Inc. and to exercise the optional extension period from June 27, 2022 through June 26, 2023 with the following suppliers:

Cactus Asphalt

Viasun Corporation

Southwest Slurry Seal, Inc.

There are no optional extensions remaining. This contract is used by the Public Works Department.

3. RFP 185624 – Infrastructure Improvement Plan and Development Impact Fee Study - Recommended approval of Amendment No. 3 to exercise the optional extension period from June 26, 2022 through June 25, 2023 with TischlerBise Inc. There is one (1) optional extension remaining. This contract is used by the Community Development Department.
4. RFP 194225 – Property and Evidence Management System - Recommended approval of Amendment No. 3 to exercise the optional extension period from June 17, 2022 through June 16, 2023 with FileOnQ, Inc. There are two (2) optional extensions remaining. This contract is used by the Sheriff's Office.
5. RFP 203026 – Public Defense Services Office Attorney Services - Recommended approval of Amendment No. 2 to exercise the optional extension period from July 1, 2022 through June 30, 2023 with the following suppliers.

Alcantar Law Firm, PLC (Herman Alcantar)  
Bobbie Falduto Attorney at Law  
Cooper & Rueter (Elizabeth Ryan Rueter)  
Czop Law Firm, PLLC (Steven Czop)  
E.M. Hale Law, PLC (Elizabeth M. Hale)  
James Q. Buchanan, Attorney at Law, PLLC  
Jennifer Hill Attorney at Law  
John G. Schaus Attorney at Law  
Law Office of Adam James  
Law Office of Bryson Jones, PLLC  
Law Office of Jamie Sparks  
Law Offices of Janelle A. Mc Eachern  
Law Office of Michael Villarreal  
Law Office of Rebekah S. Bell  
Law Office of Rosemary Gordon Panuco  
Law Office of Samantha Sue Elledge, PLLC  
Robert Precht Attorney at Law  
Soslowsky Law Firm (James Soslowsky)  
Weagant Law Offices (Cody N. Weagant)  
Weagant Law Offices (Megan K. Weagant)  
Winkley Law Firm (Katherine A. Winkley)



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

Zachary Law Group (Steven W. Zachary)

There are three (3) optional extensions remaining. This contract is used by the Public Defense Services Office.

6. RFP 208226 – Immigration Resources Attorney Services - Recommended approval of Amendment No. 1 to exercise the optional extension period from July 1, 2022 through June 30, 2023 with the following suppliers:

Ballecer and Seagal LLP

The Neufeld Law Firm PLC

There are three (3) optional extensions remaining. This contract is used by the Public Defense Services Office.

**SOLE SOURCE PROCUREMENT OVER \$100,000:**

The Board is requested to approve the following purchase request per Pinal County Procurement Code section PC1-347 governing sole source purchase over \$100,000:

**AMOUNT:** \$350,000.00  
**SUPPLIER:** Heritage Cares, Inc.  
**DESCRIPTION:** Comprehensive Addiction Recovery Education & Support  
**DEPARTMENT(S):** Sherriff's Office

**COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS \$100,000 - \$250,000:**

The Board is hereby notified of the following cooperative purchase made:

**PO NO.:** 247242  
**SUPPLIER:** CDW Government  
**AMOUNT:** \$211,916.87  
**ITEM(S):** Licensing Renewal for Microsoft Office  
**DEPARTMENT(S):** Information Technology Department



To: Pinal County Board of Supervisors  
From: Tiara Peterson, Purchasing Manager  
Date: June 8, 2022  
Re: Contract Award of RFP #220431 Electronic Health Records Software

Background

Request for Proposal 220431 was published to solicit proposals from qualified suppliers to provide a new electronic health records system for the Pinal County Public Health Services District.

Selection Process

Three (3) proposals were received and opened on September 14, 2021 at 2:15 p.m. All three (3) proposals were deemed responsive and responsible and were evaluated by a five (5) person committee. Proposals were scored on Capacity of the Responder, Method of Approach, Conformance to Terms and Conditions and Statement of Work, Cost, and System Demonstrations. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

Responders:

Advanced Data Systems Corporation  
CureMD.com, Inc.

Netsmart Technologies, Inc.

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 220431 – Electronic Health Records Software to CureMD.com, Inc. The term of the proposed contract is an initial one (1) year term beginning June 20, 2022, through June 19, 2023, with nine (9) one-year optional extensions. The estimated cost to the County for the initial contract term is \$80,000.

The Board is also requested to authorize the Finance & Budget Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Purchasing Manager, Tiara Peterson.

Respectfully submitted,

*Tiara Peterson*

Tiara Peterson, MBA, CPPB  
Purchasing Manager  
(520) 866-6240  
Tiara.Peterson@pinal.gov

Attachment: Evaluation and Award Determination



June 8, 2022

RFP 220431 Electronic Health Records Software  
**Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, CureMD.com, Inc. has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Functional Requirements	Cost	Method of Approach	Capacity of Responder	Conformance	Demonstrations	Vendor Hosted Technical Requirements	County Hosted Technical Requirements	Company Technology Risk Assessment	Company Financial Stability
Supplier	/1,400 pts	/300 pts	/250 pts	/150 pts	/200 pts	/100 pts	/400 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
CureMD	951.49	195	191.49	80	115	50	320	Pass	Pass	Pass	Pass
Netsmart Technologies, Inc.	754.32	240	51.32	80	108	35	240	Pass	N/A	Pass	N/A
Advanced Data Systems Corporation	708	142	250	63	73	100	80	Pass	N/A	Pass	N/A

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Purchasing Manager, Tiara Peterson.

Tiara Peterson, MBA, CPPB  
Purchasing Manager  
(520) 866-6240  
Tiara.Peterson@pinal.gov



**PINAL COUNTY**

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

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

**PINAL COUNTY**  
**31 N. Pinal Street**  
**Florence, AZ 85132**

**CUREMD.COM, INC.**  
**120 Broadway, 35<sup>th</sup> Floor**  
**New York, NY 10271**

BY: Jeffrey McClure  
(Name)

William Adsit  
BY: \_\_\_\_\_  
(Name)

Pinal County Board of Supervisors, Chairman  
(Title)

Dir of Business Dev.  
(Title)


\_\_\_\_\_  
(Signature)

DocuSigned by:  
William Adsit  
(Signature)

DATE: June 8, 2022

DATE: 5/20/2022 | 2:03 PM EDT

Approved as to Legal Content:

 5-24-22  
Pinal County Attorney's Office (Date)



In Witness Whereof, Business Associate and Covered Entity have caused this Addendum to be signed and delivered by their duly authorized representatives, as of the date set forth above.

**PUBLIC HEALTH SERVICES DISTRICT**

**“Covered Entity”**

**CUREMD.COM, INC.**

**“Business Associate”**

BY: Jeffrey McClure

(Name)

Pinal County Board of Supervisors, Chairman

(Title)

(Signature)

EFFECTIVE DATE: June 8, 2022

BY: william Adsit

(Name)

Dir of Business Dev.

(Title)

DocuSigned by:  
*William Adsit*  
C81B587250D04ED...

(Signature)

DATE: 4/13/2022 | 7:58 AM EDT



To: Pinal County Board of Supervisors

From: Omar Rosas, Procurement Officer

Date: June 8, 2022

Re: Contract Award of ROQ #225027 Housing Rehabilitation and Demolition Prequalified Contractors List

### Background

Review of Qualifications 225027 was published to solicit proposals from qualified suppliers to provide a Prequalified Contractors List for the Pinal County Housing Department.

### Selection Process

Two (2) proposals were received and opened on February 24, 2022 at 2:15 p.m. Both proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on Capacity of the Responder, Method of Approach, Conformance to Terms and Conditions and Statement of Work, and Cost. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

Responders:

Jennings Construction  
Neoteric Builders LLC

### Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 225027 – Housing Rehabilitation and Demolition Prequalified Contractors List to Neoteric Builders, LLC. The term of the proposed contract is an initial one (1) year term beginning June 8, 2022, through June 7, 2023, with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$0.00.

The Board is also requested to authorize the Finance & Budget Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Omar Rosas.



**Leo Lew**  
County Manager



**Himanshu Patel**  
Deputy County Manager

**Angeline Woods**  
Finance & Budget Director

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**MaryEllen Sheppard**  
Deputy County Manager

Respectfully submitted,

*Omar Rosas*

Omar Rosas  
Procurement Officer  
(520) 866-6639  
Omar.Rosas@pinal.gov

Attachment: Evaluation and Award Determination



June 8, 2022

ROQ 225027 Housing Rehabilitation and Demolition Prequalified Contractors List  
**Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, Neoteric Builders, LLC has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	A - Questionnaire - Q-69AP (Q-69AP)	B - Conformance
Supplier	/ 1,000.00 pts	/ 900 pts	/ 100 pts
Neoteric Builders LLC	804	704	100
Jennings Construction	730.25	630.25	100

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Omar Rosas.

*Omar Rosas*

Omar Rosas  
Procurement Officer  
(520) 866-6639  
Omar.Rosas@pinal.gov



**PINAL COUNTY**

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

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

**PINAL COUNTY**  
31 N. Pinal Street  
Florence, AZ 85132

**NEOTERIC BUILDERS LLC**  
3337 W. Belmont Ave.  
Phoenix, AZ 85051

BY: Jeffrey McClure  
(Name)

BY: Paul Pfeifer  
(Name)

Chairman, Board of Supervisors  
(Title)

MANAGING MEMBER/OWNER  
(Title)

(Signature)

Paul Pfeifer  
(Signature)

DATE: June 8, 2022

DATE: 4-28-22

Approved as to Legal Content:

Shirley S. [Signature] 4/19/22  
Pinal County Attorney's Office (Date)



**PINAL COUNTY**

**Contractor** agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Neoteric Builders LLC  
Contractor Name

051975422  
Contractor DUNS #

3337 W. Belmont Ave., Phoenix, AZ 85051  
Address, City, State, and Zip Code+4 (Use the following link if needed: <https://tools.usps.com/go/ZipLookup>)

(602) 675-5070 Paulp@neotericbuilders.com  
Phone Number and Email Address

Paul Pfeifer Managing Member / Owner  
Printed Name and Title of Authorized Representative

*Paul Pfeifer*  
Signature of Authorized Representative

5/11/22  
Date



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: June 8, 2022

Re: Contract Award of IFB #226023 IPAZ BUILD Grant Roadway Improvement Projects (Hanna Road, Houser Road, SR-87)

Background

Invitation for Bid 226023 was published to solicit bids from qualified contractors to provide construction services of the IPAZ BUILD Grant Roadway Improvement Projects along Hanna Road, Houser Road, and SR-87 for the Pinal County Public Works Department. Three bids were opened and read on April 26, 2022 at 2:15 P.M. All three bids were deemed responsive and responsible.

Submitted Bids

Bidder	Base Bid Amount
<b>Sunland Asphalt &amp; Construction LLC</b>	<b>\$ 12,429,012.00</b>
Pulice Construction, Inc.	\$ 12,801,473.85
Haydon Companies LLC	\$ 14,092,290.00

Engineer's Estimate \$11,637,744.52

Recommendation

I have referenced the Arizona Registrar of Contractors on April 28, 2022 for the Arizona Commercial Contractor's License Nos. ROC 111922 and 095189. These numbers are issued to Sunland Asphalt & Construction LLC and are current and active.

After review and based on the previous information, it is determined that Sunland Asphalt & Construction LLC is the lowest responsive and responsible bidder. It is recommended that the base bid be awarded to Sunland Asphalt & Construction LLC for the Total Bid Price of \$12,429,012.00. The Board is also asked to approve a contingency of \$1,160,000 for a total project cost of \$13,589,012.00.

The Board is also requested to authorize the Finance & Budget Director to approve and sign any resulting administrative documents.

**Leo Lew**  
County Manager



**Himanshu Patel**  
Deputy County Manager

**Angie Woods**  
Finance & Budget Director

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**MaryEllen Sheppard**  
Deputy County Manager

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Lorina Gillette.

Respectfully submitted,

*Lorina Gillette*

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866- 6262  
Lorina.Gillette@pinal.gov



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

# Contract Agreement

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein written.

By: \_\_\_\_\_  
Roger Eischer, President  
Title

(partnership/corporate acknowledgement)

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF Maricopa )  
The foregoing instrument was acknowledged before  
me, a notary public, this 26th day of  
April, 2022, by Roger  
Eischen of Sunland Asphalt  
& Construction LLC, a (n) Delaware  
corporation, who being  
authorized to do so, executed the foregoing instrument  
on behalf of the corporation/partnership for the purposes  
stated therein.

\_\_\_\_\_  
Notary Public  
My Commission Expires 9/5/2025



(individual acknowledgement)

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF )  
The foregoing instrument was acknowledged before  
me, a notary public, this \_\_\_\_\_ day of  
\_\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a (n) \_\_\_\_\_  
\_\_\_\_\_ corporation, who being  
authorized to do so, executed the foregoing instrument  
on behalf of the corporation/partnership for the purposes  
stated therein.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

PINAL COUNTY, a political subdivision of the State of Arizona  
By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: June 8, 2022

ATTEST:  
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM  
\_\_\_\_\_  
Deputy County Attorney



# Bid Form

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

To: Pinal County Finance Procurement Division  
31 N. Pinal Street Bldg. A  
P. O. Box 1348, Florence, AZ 85132

Bid of Sunland Asphalt & Construction LLC, hereafter "Bidder."

BIDDER AFFIRMS that notice pursuant to this bid may be delivered to:

Individual name: Roger Eischen  
Company name: Sunland Asphalt & Construction LLC  
Address: 1625 E Northern Ave  
Phoenix, AZ 85020  
Phone: 602-527-1384  
Fax Phone: 602-323-2828  
Email: reischen@sunlandasphalt.com

BIDDER AFFIRMS that it is:

- A corporation incorporated in the State of Delaware; or
- A partnership consisting of \_\_\_\_\_; or
- A sole proprietorship, doing business as \_\_\_\_\_

BIDDER AFFIRMS that it holds the following licenses:

Arizona Commercial Contractor's License Classification(s) A General Engineering  
Arizona Commercial Contractor's License No. 111922  
Arizona Sales Tax License No. 07-274948 C  
Other: (type of license) 095189 R-13 Asphalt Paving  
Federal Tax ID No. 86-0455988

BIDDER CERTIFIES that it has reviewed understands and does accept the obligations set forth in the Bid Documents, including the Addenda numbered 1 through 1.

BIDDER CERTIFIES that the Invitation for Bids packet for the Project, including, but not limited to, plans, construction specifications, addenda, forms of contract, bonds and sureties constituting essential parts of this Bid, has been carefully examined.

**BIDDER CERTIFIES that they have visited and made a detailed investigation of the Project Site(s) and surrounding area.**

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes, and any other conditions and all other relevant matters that may affect cost, progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

BIDDER DECLARES that at no time shall misunderstanding of the plans, specifications, special provisions or conditions to be overcome, be pled.

BIDDER DECLARES any failure to fully investigate, inspect, take proper measurements and satisfy himself as to the Scope of Work for the Project shall NOT be grounds for additional compensation under this Contract.





# Bid Form

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

BIDDER UNDERSTANDS that this is a Fixed Price / Lump Sum Contract and that the total bid price set forth below includes all applicable taxes.

**With that knowledge and commitment and guaranteed by the required Bid Security, Bidder offers and agrees to:**

1. Hold open the bid for sixty (60) calendar days after the opening of bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security;
2. Within **Fifteen (15)** calendar days of a Notice of Award to the Bidder, to deliver to Pinal County a Labor and Material Bond, a Performance Bond, a Schedule of Performance, a Schedule of Values, and insurance certificates, all as required by the Bid/Contract Documents and to execute a contract for the Work; and
3. Upon acceptance of this offer by Pinal County, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all the terms, conditions and provisions of the Bid/Contract Documents.

**Base Bid Price of:**

Twelve million, four hundred twenty-nine thousand, twelve \_\_\_\_\_ Dollars

(\$ 12,429,012.00 ) *Written Words*

Submitted by: Roger Eischen  
Contractor (Name typed or printed)

Executed by: \_\_\_\_\_  
Signature of Officer, Partner or Proprietor  
President  
Title (typed or printed)

Dated: 4/26/2022 Corporate Seal (If a corporation)




**(To be signed in front of a notary and notary to complete and sign the appropriate acknowledgment.)**

**Corporate/Partnership Acknowledgment**

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF Maricopa        )

On this 26th day of April, 2022, before me, a Notary public, personally appeared , Roger Eischen of Sunland Asphalt & Construction LLC, and being authorized so to do executed the foregoing instrument for the purposes therein contained.

Notary Public 

My commission expires: 9/5/2025



**Individual Acknowledgment**

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary public, personally appeared , and executed the foregoing instrument for the purposes therein contained.

Notary Public

My commission expires:

(END OF SECTION)

Ombudsman-Citizens'

Visit OpenBooks (<https://openbooks.az.gov/>) Aide (<https://www.azoca.gov/>)

Get the facts on COVID-19 (<https://azdhs.gov/covid19/index.php>)



Arizona

Home Contractor Search (<https://roc.force.com/AZRoc/s/contractor-search>) [FAQ](#) ([https://roc.force.com/AZRoc/s/contractor-search/faq](#)) [Home/Registrar](#) (<https://roc.fr>)

**Registrar of Contractors**  
(<https://roc.az.gov/>)

## Contractor Search

### DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in [A.R.S. 32-1104A3](https://www.azleg.gov/viewdocument?docName=http://www.azleg.gov/ars/32/01104.htm) (<https://www.azleg.gov/viewdocument?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at [roc.az.gov/terms](https://roc.az.gov/terms) (<https://roc.az.gov/terms>)

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

### DETAILS FOR

## Sunland Asphalt & Construction LLC

LICENSE NUMBER ROC 111922

This information is current as of 2022-05-18 10:32:17

Share this License or Send it to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

### CONTRACTOR

### LICENSE

Business Entity Name	Sunland Asphalt & Construction LLC	Class & Description	<a href="#">General Commercial A General Engineering</a>
Physical Address	1625 E Northern Ave Phoenix, AZ, 85020	Entity Type	Corporation
Phone	(602) 323-2800	Issued / Renewal	
Status / Action	<a href="#">Active</a>	First Issued	1996-03-11
		Renewed Through	2024-02-29

### QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Douglas Joseph De Clusin  
Position : Qualifying Party  
Other Positions : OFFICER

Name : Douglas Joseph De Clusin  
Position : Officer  
Other Positions : OFFICER

Name : Diana Joy De Clusin  
Position : Officer  
Other Positions : OFFICER  
Disassociation Date : 2021-09-16

Name : Thomas Arthur Lawless  
Position : Officer  
Other Positions : OFFICER

### COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information

by using the Public Records Request form to confirm the license's entire history.

<b>0</b> Open Cases ⓘ	<b>0</b> Disciplined Cases ⓘ	<b>1</b> Resolved / Settled Cases ⓘ
--------------------------	---------------------------------	--

For more information on these complaints, [please click here.](#)

### BOND INFORMATION

[How to collect from a license bond \(https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect\)](https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)

[Bond Company Contact Information Sheet \(https://roc.az.gov/sites/default/files/Surety%20Bond%20Companies%20List%2010.21.19.pdf\)](https://roc.az.gov/sites/default/files/Surety%20Bond%20Companies%20List%2010.21.19.pdf)

Bond Type :	Surety	Bond Type :	Surety
Bond Number :	612416369	Bond Number :	AZ421810
Effective Date :	2021-10-08	Effective Date :	2013-03-01
Bond Company :	Other	Bond Company :	Merchants Bonding Company (mutual)
Amount :	\$ 100000	Amount :	\$ 100000
Paid :	\$ 0	Paid :	\$ 0
Available :	\$ 100000	Available :	\$ 100000
Status :	Active	Status :	Cancelled

To find out if a contractor's ROC license is current and see other information related to the license, [enter their 6 digit license number](#) or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the ADVANCED SEARCH functions by clicking the gray "Advanced Search" button below to search by City, Classification, Status and more. [Click to read the complete instructions.](#)

Advanced Search

Export a List

Clear

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE CLICK [HERE \(mailto:Webmaster@roc.az.gov\)](mailto:Webmaster@roc.az.gov).

[FOR A LIST OF PENDING LICENSE APPLICATIONS CLICK HERE \(https://roc.az.gov/posting-list#newAppsLicensesDiscipline\)](https://roc.az.gov/posting-list#newAppsLicensesDiscipline)

If you are looking for a complete list of our current contractors, we highly recommend using our [Posting List \(https://roc.az.gov/posting-list\)](https://roc.az.gov/posting-list) page.

For a list of contractors with their full information, please submit a [Public Records Request through our Public Records Request One-Stop page. \(https://roc.az.gov/online-services?ff=pr\)](https://roc.az.gov/online-services?ff=pr)

Thank you.

This resource is being provided for the information and convenience of the public. The listed businesses and their order of appearance do not constitute an endorsement, preference, or recommendation by the Registrar of Contractors.

While the Registrar of Contractors strives to make the information on this website as timely and accurate as possible, the Agency makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the contents of this site, and expressly disclaims liability for errors and omissions in its contents. Please contact the Registrar at 877-692-9762 if you'd like to verify any of the information, or to report a discrepancy.

©ROC 2021



**AZ ROC**

1700 W. Washington St.  
Suite 105 Phoenix, Arizona  
85007-2812

Phone: (602) 542-1525  
Fax: (602) 542-1599



[https://twitter.com/az\\_ROC](https://twitter.com/az_ROC)

[Find in Google Maps](#)

<https://www.google.com/maps/place/1700+W+Washington+St+Phoenix+AZ+85007-2812>



**in**

<https://www.linkedin.com/company/az-roc>

[contractors/](#) ⓘ

<https://www.instagram.com/azroc>

Ombudsman-Citizens'

Visit OpenBooks (<https://openbooks.az.gov/>) Aide (<https://www.azoca.gov/>)

Get the facts on COVID-19 (<https://azdhs.gov/covid19/index.php>)



Arizona

Home Contractor Search (<https://roc.force.com/AZRoc/s/contractor-search>) [FAQ](#) [Home/Registrar](#) (<https://roc.fr>)

**Registrar of Contractors**

(<https://roc.az.gov/>)

## Contractor Search

### DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in [A.R.S. 32-1104A3](https://www.azleg.gov/viewdocument?docName=http://www.azleg.gov/ars/32/01104.htm) (<https://www.azleg.gov/viewdocument?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at [roc.az.gov/terms](https://roc.az.gov/terms) (<https://roc.az.gov/terms>)

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

### DETAILS FOR

## Sunland Asphalt & Construction LLC

LICENSE NUMBER ROC 095189

This information is current as of 2022-05-18 10:33:16

Share this License or Send it to Yourself: [Email](#) | [Save for Later](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

### CONTRACTOR

### LICENSE

Business Entity Name	Sunland Asphalt & Construction LLC	Class & Description	<a href="#">Specialty Residential R-13 Asphalt Paving</a>
Physical Address	1625 E Northern Ave Phoenix, AZ, 85020	Entity Type	Corporation
Phone	(602) 323-2800	Issued / Renewal	
Status / Action	<a href="#">Active</a>	First Issued	1992-10-22
		Renewed Through	2023-09-30

### QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Douglas Joseph De Clusin  
Position : Qualifying Party  
Other Positions : OFFICER

Name : Douglas Joseph De Clusin  
Position : Officer  
Other Positions : OFFICER

Name : Diana Joy De Clusin  
Position : Officer  
Other Positions : OFFICER  
Disassociation Date : 2021-09-16

Name : Thomas Arthur Lawless  
Position : Officer  
Other Positions : OFFICER

### COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information

by using the Public Records Request form to confirm the license's entire history.

<b>0</b> Open Cases ⓘ	<b>0</b> Disciplined Cases ⓘ	<b>0</b> Resolved / Settled Cases ⓘ
--------------------------	---------------------------------	--

**BOND INFORMATION**

[How to collect from a license bond](https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)  
[Bond Company Contact Information Sheet](https://roc.az.gov/sites/default/files/Surety%20Bond%20Companies%20List%2010.21.19.pdf)

Bond Type :	Surety	Bond Type :	Surety
Bond Number :	612416376	Bond Number :	AZ413550
Effective Date :	2021-10-20	Effective Date :	2014-09-22
Bond Company :	Other	Bond Company :	Merchants Bonding Company (mutual)
Amount :	\$ 7500	Amount :	\$ 4250
Paid :	\$ 0	Paid :	\$ 0
Available :	\$ 7500	Available :	\$ 4250
Status :	Active	Status :	Cancelled

To find out if a contractor's ROC license is current and see other information related to the license, [enter their 6 digit license number](#) or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the ADVANCED SEARCH functions by clicking the gray "Advanced Search" button below to search by City, Classification, Status and more. [Click to read the complete instructions.](#)

Advanced Search
Export a List
Clear

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE CLICK [HERE](mailto:Webmaster@roc.az.gov).

**FOR A LIST OF PENDING LICENSE APPLICATIONS CLICK HERE** (<https://roc.az.gov/posting-list#newAppsLicensesDiscipline>)

If you are looking for a complete list of our current contractors, we highly recommend using our [Posting List](https://roc.az.gov/posting-list) page.

For a list of contractors with their full information, please submit a [Public Records Request](https://roc.az.gov/online-services?ff=pr) through our [Public Records Request One-Stop page](https://roc.az.gov/online-services?ff=pr).

Thank you.

This resource is being provided for the information and convenience of the public. The listed businesses and their order of appearance do not constitute an endorsement, preference, or recommendation by the Registrar of Contractors.

While the Registrar of Contractors strives to make the information on this website as timely and accurate as possible, the Agency makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the contents of this site, and expressly disclaims liability for errors and omissions in its contents. Please contact the Registrar at 877-692-9762 if you'd like to verify any of the information, or to report a discrepancy.

©ROC 2021



**AZ ROC**

1700 W. Washington St. Phone: (602) 542-1525  
 Suite 105 Phoenix, Arizona Fax: (602) 542-1599 [https://twitter.com/az\\_ROC](https://twitter.com/az_ROC)  
 85007-2812

[Find in Google Maps](#)  
<https://www.google.com/maps/place/1700+W+Washington+St,+Phoenix,+AZ+85007-2812>

[in](https://www.linkedin.com/company/az-roc)  
<https://www.linkedin.com/company/az-roc>  
[f](https://www.instagram.com/azroc)  
<https://www.instagram.com/azroc>

[▶](https://www.youtube.com)  
<https://www.youtube.com>

**Socio-Economic Types**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments **Yes** Debt Subject To Offset **No**

EFT Indicator **0000** CAGE Code **304K7**

**Points of Contact**

**Electronic Business**

☒ **Nate Gorrocino** **1625 E. Northern AVE.**  
**Phoenix, Arizona 85020**  
**United States**

Stephanie McLaughlin 1625 E. Northern AVE.  
Phoenix, Arizona 85020  
United States

**Government Business**

☒ **Nate Gorrocino** **1625 E. Northern AVE.**  
**Phoenix, Arizona 85020**  
**United States**

Stephanie McLaughlin 1625 E. Northern AVE.  
Phoenix, Arizona 85020  
United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>238990</b>	<b>All Other Specialty Trade Contractors</b>

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
<b>Construction Aggregate</b>	<b>\$150,000,000.00</b>
<b>Construction Per Contract</b>	<b>\$50,000,000.00</b>

States	Counties	Metropolitan Statistical Areas
<b>Any</b>	<b>(blank)</b>	<b>(blank)</b>



To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: June 8, 2022

Re: Contract Award of RFP #230127 Correctional Health Services

### Background

Request for Proposal 230127 was published to solicit proposals from qualified suppliers to provide Correctional Health Services for the Pinal County Adult Detention Center and Youth Justice Center.

### Selection Process

Four proposals were received and opened on February 22, 2022 at 2:15 p.m. All four proposals were deemed responsive and responsible and were evaluated by a five-person committee. Proposals were scored on Capacity of the Responder, Method of Approach, Conformance to Terms and Conditions and Statement of Work, and Cost. Short listed firms also participated in scored supplier presentations. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

### Responders:

Advanced Correctional Healthcare  
Armor Correctional Health Services Inc. dba Armor Health of Pinal County, LLC  
Wellpath LLC  
Wexford Health Sources Inc.

### Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 230127RFP – Correctional Health Services to Wexford Health Sources Inc. The term of the proposed contract is an initial three (3) year term beginning July 1, 2022, through June 30, 2025, with two (2) one-year optional extensions. The estimated cost to the County for the first year of the contract is \$4,893,352.

The Board is also requested to authorize the Finance & Budget Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Lorina Gillette.



**Leo Lew**  
County Manager



**Himanshu Patel**  
Deputy County Manager

**Angeline Woods**  
Finance & Budget Director

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**MaryEllen Sheppard**  
Deputy County Manager

Respectfully submitted,

*Lorina Gillette*

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866- 6262  
Lorina.Gillette@pinal.gov

Attachment: Evaluation and Award Determination



June 8, 2022

**RFP 230127 Correctional Health Services  
Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, Wexford Health Sources, Inc. has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	A - Cost	B - Conformance	C - Capacity of Responder	D - Method of Approach	E - Finalist(s) Evaluation	E-1 - Company Financial Stability	E-2 - Ability to Secure Performance Bond	E-3 - Interview & Demonstration
Supplier	/ 1,300.00 pts	/ 250 pts	/ 100 pts	/ 50 pts	/ 600 pts	/ 300 pts	Pass/Fail	Pass/Fail	/ 300 pts
Wexford Health Sources, Inc.	1,042.60	198.6	100	30	474	240	Pass	Pass	240
Wellpath LLC	1,005.40	190.4	93	40	502	180	Pass	Pass	180
Armor Correctional Health Services, Inc. dba Armor Health of Pinal County, LLC	539.4	149.4	84	30	276	-	-	-	-
ADVANCED CORRECTIONAL HEALTHCARE	364.1	204.1	0	20	140	-	-	-	-

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Lorina Gillette.

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866-6262  
Lorina.Gillette@pinal.gov

**PINAL COUNTY**

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

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

**PINAL COUNTY**  
31 N. Pinal Street  
  
Florence, AZ 85132

**Wexford Health Sources, Inc.**  
501 Holiday Drive  
Suite 300, Foster Plaza Four  
Pittsburgh, PA 15220

BY: Jeffrey McClure  
(Name)

BY: J. FROELICH  
(Name)

Pinal County Board of Supervisors, Chairman  
(Title)

CFO  
(Title)

(Signature)

*John Froelich*  
(Signature)

DATE: June 8, 2022

DATE: 5/25/22

Approved as to Legal Content:

*Cheryl C. [Signature]* 5/25/22  
Pinal County Attorney's Office (Date)

Leo Lew  
County Manager



Himanshu Patel  
Deputy County Manager

Angeline Woods  
Finance & Budget Director

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

MaryEllen Sheppard  
Deputy County Manager

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: June 8, 2022

Re: Contract Amendment for ROQ #175623 JOC Civil Construction

It is requested the Board approve a term extension and modification to the contract with the following suppliers who provide civil construction services for the Public Works Department:

DBA Construction, Inc.  
Stormwater Plans, LLC dba SWP Contracting & Paving  
Sunland Asphalt & Construction, Inc.  
Viasun Corporation

The County has spent approximately \$6,800,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on June 26, 2022. The new term, if approved, will begin on June 27, 2022, and will continue through June 26, 2023. After this extension, no further extensions remain.

It is also requested the Board authorize the Finance & Budget Director to approve and sign resulting purchase orders and related administrative documents. All other pricing, terms and conditions remain unchanged.

Respectfully submitted,

*Lorina Gillette*

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866-6262  
Lorina.Gillette@pinal.gov



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

Contract 175623 ROQ  
Amendment # 5  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

### JOC Civil Construction Services

Contractor Name: DBA Construction, Inc.

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment), the referenced Contract shall be amended as follows:

1. Contract Term. The term of this Contract is hereby extended to June 26, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

Contract 175623 ROQ  
Amendment # 5  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

### JOC Civil Construction Services

Contractor Name: Stormwater Plans, LLC dba SWP Contracting & Paving

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment), the referenced Contract shall be amended as follows:

1. Contract Term. The term of this Contract is hereby extended to June 26, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

Contract 175623 ROQ  
Amendment # 5  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

### JOC Civil Construction Services

Contractor Name: Sunland Asphalt & Construction, Inc.

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment), the referenced Contract shall be amended as follows:

1. Contract Term. The term of this Contract is hereby extended to June 26, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

Contract 175623 ROQ  
Amendment # 5  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

### JOC Civil Construction Services

Contractor Name: Viasun Corporation

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment), the referenced Contract shall be amended as follows:

1. Contract Term. The term of this Contract is hereby extended to June 26, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	





To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: June 22, 2022

Re: Contract Amendment for ROQ #175923 JOC Asphalt Maintenance & Repair Services

It is requested the Board approve a term extension and modification to the contract with the following suppliers who provide asphalt maintenance & repair services for the Public Works Department:

Cactus Asphalt  
Southwest Slurry Seal, Inc.  
Viasun Corporation

The proposed contract amendment would include negotiated changes to the pricing for Southwest Slurry Seal, Inc.:

- All updated pricing is included on the updated pricing sheet for Southwest Slurry Seal, Inc.

The County has spent approximately \$6,800,000 on these contracts in the last year the same is anticipated in the next year of the contract.

The current term of this contract expires on June 26, 2022. The new term, if approved, will begin on June 27, 2022, and will continue through June 26, 2023. After this extension, no further extensions remain.

It is also requested the Board authorize the Finance & Budget Director to approve and sign resulting purchase orders and related administrative documents. All other pricing, terms and conditions remain unchanged.

Respectfully submitted,

*Lorina Gillette*

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866-6262  
Lorina.Gillette@pinal.gov



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

Contract 175923 ROQ  
Amendment # 4  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

### JOC Asphalt Maintenance & Repair Services

Contractor Name: Cactus Asphalt

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment) the above referenced contract shall be amended as follows:

1. The term of this Contract is hereby extended through June 26, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

---

X	X June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	



Contract Amendment

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

Contract 175923 ROQ  
Amendment # 4  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

Contractor Name: Southwest Slurry Seal, Inc.

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment) the above referenced contract shall be amended as follows:

1. The term of this Contract is hereby extended through June 26, 2023.
2. Modified Pricing Exhibit of the Contract. The pricing exhibit is modified and superseded in its entirety by the updated pricing exhibit.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Richard Francis  
(Name)

BY: Jeffrey McClure  
(Name)

President  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

  
(Signature)

(Signature)

Southwest Slurry Seal, LLC  
(Contractor Name)

DATE: June 8, 2022

DATE: May 6, 2022

**ROQ 175923 - Asphalt Maintenance & Repair Services Pricing**  
**Effective June 27, 2022**

**Supplier: Southwest Slurry Seal**

Line #	Item Description	Quantity Required	Unit of Measure	Unit Price
#4-17	Chip Seal Binder: CRS-2P, < 100 TONS	1	TON	
#4-18	Chip Seal Binder: CRS-2P, > 100 TONS	1	TON	
#4-19	Chip Seal Binder - Haul & Apply Services	1	TON	
#4-20	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), < 100 TONS	1	TON	
#4-21	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), > 100 TONS	1	TON	
#4-22	Scrub Seal Binder - Haul & Apply Services	1	TON	
#4-23	Chip Seal Aggregate - HVT Pre-Coated	1	TON	
#4-24	Chip Seal Aggregate - LVT Pre-Coated	1	TON	
#4-25	Chip Seal Aggregate - HVT Non-Coated	1	TON	
#4-26	Chip Seal Aggregate - LVT Non-Coated	1	TON	
#4-27	Scrub Seal Aggregate	1	TON	
#4-28	Traffic Control - Chip and Scrub Seal (Based on Binder TON)	1	TON	
#4-29	Chip Seal Binder: PASS CR, <100 Tons	1	TON	
#4-30	Chip Seal Binder: PASS CR, >100 Tons	1	TON	
#5-1	Micro Surface Binder: LMCQSTR-MS, < 100 TONS	1	TON	\$ 983.00
#5-2	Micro Surface Binder: LMCQSTR-MS, > 100 TONS	1	TON	\$ 892.00
#5-3	Micro Surface Binder: MSE (MAG Spec.), < 100 TONS	1	TON	\$ 843.00
#5-4	Micro Surface Binder: MSE (MAG Spec.), > 100 TONS	1	TON	\$ 797.00
#5-5	Micro Surface Binder: CQSLM, < 100 TONS	1	TON	\$ 861.00
#5-6	Micro Surface Binder: CQSLM, > 100 TONS	1	TON	\$ 815.00
#5-7	Micro Surface Binder: CQSPM, < 100 TONS	1	TON	\$ 895.00
#5-8	Micro Surface Binder: CQSPM, > 100 TONS	1	TON	\$ 864.00
#5-9	Micro Surface Binder: CQSLM TR, < 100 TONS	1	TON	\$ 983.00
#5-10	Micro Surface Binder: CQSLM TR, > 100 TONS	1	TON	\$ 892.00
#5-11	Slurry Seal Binder: LMCQSTR, < 100 TONS	1	TON	\$ 993.00
#5-12	Slurry Seal Binder: LMCQSTR, > 100 TONS	1	TON	\$ 888.00
#5-13	Slurry Seal Binder: LMCQS, < 100 TONS	1	TON	\$ 810.00
#5-14	Slurry Seal Binder: LMCQS, > 100 TONS	1	TON	\$ 691.00
#5-15	Slurry Seal Binder: PMCQS (Solid Polymer SBS), < 100 TONS	1	TON	\$ 852.00
#5-16	Slurry Seal Binder: PMCQS (Solid Polymer SBS), > 100 TONS	1	TON	\$ 751.00
#5-17	Slurry Seal Binder: PMQS h, < 100 TONS	1	TON	
#5-18	Slurry Seal Binder: PMQS h, > 100 TONS	1	TON	
#5-19	Slurry Seal Binder: CQS, < 100 TONS	1	TON	\$ 700.00
#5-20	Slurry Seal Binder: CQS, > 100 TONS	1	TON	\$ 639.00
#5-21	Slurry Seal Binder: CQSLM, < 100 TONS	1	TON	\$ 810.00
#5-22	Slurry Seal Binder: CQSLM, > 100 TONS	1	TON	\$ 691.00
#5-23	Slurry Seal Binder: CQS TR, < 100 TONS	1	TON	\$ 909.00
#5-24	Slurry Seal Binder: CQS TR, > 100 TONS	1	TON	\$ 800.00
#5-25	Slurry Seal Binder: CQSLM TR, < 100 TONS	1	TON	\$ 993.00
#5-26	Slurry Seal Binder: CQSLM TR, > 100 TONS	1	TON	\$ 888.00
#5-27	Slurry Seal Aggregate (Type I) Residential	1	TON	\$ 185.00
#5-28	Slurry Seal Aggregate (Type II) Residential	1	TON	\$ <del>193.00</del> 117.00
#5-29	Slurry Seal Aggregate (Type II) Arterial	1	TON	\$ <del>165.00</del> 119.00
#5-30	Slurry Seal Aggregate (Type III) Residential	1	TON	\$ <del>104.00</del> 115.00
#5-31	Slurry Seal Aggregate (Type III) Arterial	1	TON	\$ <del>104.00</del> 118.00
#5-32	Micro Surfacing Aggregate (Type II)	1	TON	\$ <del>130.00</del> 144.00
#5-33	Micro Surfacing Aggregate (Type III)	1	TON	\$ <del>105.00</del> 119.00

Supplier: Southwest Slurry Seal

Line #	Item Description	Quantity Required	Unit of Measure	Unit Price	
#5-34	Slurry Seal & Micro Seal Fiber Additive	1	LBS	\$ 6.75	
#5-35	Traffic Control - Slurry and Micro Seal (Based on Binder TON)	1	TON	\$ 85.00	
#6-1	Asphalt Concrete Pavement (Marshall 1/2" Mix Low Traffic), < 500 TONS	1	TON		
#6-2	Asphalt Concrete Pavement (Marshall 1/2" Mix Low Traffic), > 500 TONS	1	TON		
#6-3	Asphalt Concrete Pavement (Marshall 1/2" Mix High Traffic), < 500 TONS	1	TON		
#6-4	Asphalt Concrete Pavement (Marshall 1/2" Mix High Traffic), > 500 TONS	1	TON		
#6-5	Asphalt Concrete Pavement (Marshall 3/4" Mix Low Traffic), < 500 TONS	1	TON		
#6-6	Asphalt Concrete Pavement (Marshall 3/4" Mix Low Traffic), > 500 TONS	1	TON		
#6-7	Asphalt Concrete Pavement (Marshall 3/4" Mix High Traffic), < 500 TONS	1	TON		
#6-8	Asphalt Concrete Pavement (Marshall 3/4" Mix High Traffic), > 500 TONS	1	TON		
#6-9	Asphalt Concrete Pavement (Superpave 1/2" Mix), < 500 TONS	1	TON		
#6-10	Asphalt Concrete Pavement (Superpave 1/2" Mix), > 500 TONS	1	TON		
#6-11	Asphalt Concrete Pavement (Superpave 3/4" Mix), < 500 TONS	1	TON		
#6-12	Asphalt Concrete Pavement (Superpave 3/4" Mix), > 500 TONS	1	TON		
#6-13	Asphalt-Rubber Concrete Pavement, < 500 TONS	1	TON		
#6-14	Asphalt-Rubber Concrete Pavement, > 500 TONS	1	TON		
#6-15	Bituminous Tack Coat (CSS-1H, Diluted)	1	TON		
#6-16	Asphaltic Concrete Patching (Remove And Replace)	1	TON		
#6-17	Asphaltic Concrete Patching (Pothole Patching)	1	TON		
#6-18	Recondition Shoulder	1	SY		
#6-19	Shoulder Build-Up Material	1	TON		
#6-20	Saw Cut Asphaltic Concrete Pavement (Per Inch Foot)	1	LF		
#6-21	Asphaltic Concrete Pavement Milling (Edge Mill) (0-7')	1	SY	\$ 1.00	\$2.95
#6-22	Asphalt Profiling (Micro Milling 1 to 2,000 SY)	1	SY	\$ 5.00	\$
#6-23	Asphalt Profiling (Micro Milling 2,001 to 4,000)	1	SY	\$ 2.55	\$2.80
#6-24	Asphalt Profiling (Micro Milling 4,001 to 16,000)	1	SY	\$ 1.50	\$2.10
#6-25	Asphalt Profiling (Micro Milling 16,001 to 32,000)	1	SY	\$ 1.40	\$1.90
#6-26	Asphalt Profiling (Micro Milling 32,001 to 64,000)	1	SY	\$ 1.05	\$1.80
#7-1	Remove Thermoplastic Stripe	1	LF	\$ 1.20	
#7-2	Remove Thermoplastic Symbol Or Legend	1	EA	\$ 144.00	
#7-3	Remove Raised Pavement Marker	1	EA	\$ 2.40	
#7-4	15 MIL (4") White Traffic Paint Stripe	1	LF	\$ 0.42	\$0.18
#7-5	15 MIL (4") Yellow Traffic Paint Stripe	1	LF	\$ 0.42	\$0.18
#7-6	Paint Symbol Arrow	1	EA	\$ 60.00	\$70.00
#7-7	Paint Symbol (RR Crossing)	1	EA	\$ 147.00	\$147.00
#7-8	Paint Symbol (Bike Lane Marking Set)	1	EA	\$ 90.00	
#7-9	Paint Legend "Only"	1	EA	\$ 80.00	
#7-10	60 MIL (4") White Thermoplastic Traffic Stripe	1	LF	\$ 0.36	\$0.53
#7-11	60 MIL (4") Yellow Thermoplastic Traffic Stripe	1	LF	\$ 0.36	\$0.53
#7-12	Transverse Thermoplastic 4" Equivalent	1	LF	\$ 0.80	\$1.00
#7-13	Thermoplastic Pavement Arrow 90 MIL	1	EA	\$ 150.00	
#7-14	Thermoplastic Symbol, RR Crossing 90 MIL	1	EA	\$ 240.00	\$322.00
#7-15	Thermoplastic Legend "Only" 90 MIL	1	EA	\$ 168.00	
#7-16	25 MIL (4") White Dual Component Pavement Marking (Epoxy)	1	LF	\$ 0.80	\$1.20
#7-17	25 MIL (4") Yellow Dual Component Pavement Marking (Epoxy)	1	LF	\$ 0.80	\$1.20

Supplier: Southwest Slurry Seal

Line #	Item Description	Quantity Required	Unit of Measure	Unit Price	
#7-18	Transverse Dual Component Pavement Marking (Epoxy) 4" Equivalent	1	EA	\$ <del>1.50</del>	\$2.00
#7-19	Dual Component Pavement Marking Symbol (Epoxy)	1	EA	\$ <del>240.00</del>	\$300.00
#7-20	Dual Component Pavement Marking Legend (Epoxy)	1	EA	\$ <del>288.00</del>	\$320.00
#7-21	Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent	1	LF	\$ <del>2.40</del>	\$3.50
#7-22	Pre-Formed Symbol (3M 270 Series)	1	EA	\$ <del>210.00</del>	\$228.00
#7-23	Pre-Formed Legend (3M 270 Series)	1	EA	\$ <del>270.00</del>	\$350.00
#7-24	Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)	1	EA	\$ 5.00	
#7-25	Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)	1	EA	\$ 5.00	
#7-26	Reflectorized Riased Pavement Marker (Type H, Yellow 1-Way)	1	EA	\$ 5.00	
#7-27	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	1	EA	\$ <del>12.00</del>	\$18.00
#7-28	Chip Seal Marker, ADOT Std M-20	1	EA	\$ 2.50	
#8-1	Adjust Round Frame & Cover To Grade, MAG Det. 270	1	EA	\$ 850.00	
#8-2	Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A	1	EA	\$ 850.00	
#8-3	Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B	1	EA	\$ 850.00	
#8-4	Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C	1	EA	\$ 850.00	
#8-5	Adjust Manhole Frame & Cover To Grade, MAG Det. 422	1	EA	\$ 950.00	
#9-1	Traffic Control (Not for Items No. 1-5)	1	LS	\$ -	
#9-2	Message Board (Per Unit Per Day)	1	DY	\$ 100.00	
#9-3	Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle	1	HR	\$ 45.00	\$
#9-4	Flagging Services (Hours Vary By Job)	1	HR	\$ <del>50.00</del>	\$60.00
#9-5	Pilot Car And Driver (Hours Vary By Job)	1	HR	\$ <del>70.00</del>	\$75.00
#9-6	Document Existing Pavement Markings	1	LS	\$ -	
#9-7	Miscellaneous Removals And Other Work	1	LS	\$ -	
#9-8	Paved Surface Cleaning	1	MILE		
#9-9	Community Relations	1	LS	\$ -	



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

Contract 175923 ROQ  
Amendment # 4  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

### JOC Asphalt Maintenance & Repair Services

Contractor Name: Viasun Corporation

Pursuant to Section 4 (Contract Term, Extension, Price Adjustment) the above referenced contract shall be amended as follows:

1. The term of this Contract is hereby extended through June 26, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

---

X	X June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	

Leo Lew  
County Manager



Himanshu Patel  
Deputy County Manager

Angeline Woods  
Finance & Budget Director

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

MaryEllen Sheppard  
Deputy County Manager

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: June 8, 2022

Re: Contract Amendment for RFP #185624 Infrastructure Improvement Plan and Development Impact Fee Study

It is requested the Board approve a contract term extension with TischlerBise, Inc. who provides the County's infrastructure improvement plan and development impact fee study for the Community Development Department.

The County has spent \$0 on this contract in the last year and approximately \$60,000 is anticipated in the next year of the contract.

The current term of this contract expires on 6/25/2022. The new term, if approved, will begin on 6/26/2022, and will continue through 6/25/2023. After this extension, one (1) one-year optional extension will remain.

It is also requested the Board authorize the Finance & Budget Director to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Lorina Gillette*

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866-6262  
Lorina.Gillette@pinal.gov





## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 185624**  
**Amendment #3**  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

### Infrastructure Improvement Plan and Development Impact Fee Study

Contractor Name: **TischlerBise Inc**

Pursuant to Paragraph 5 of the Uniform Terms and Conditions (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the Special Terms and Conditions of this Contract is hereby extended to June 25, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

<u>X</u>	<u>X</u> June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	

**Leo Lew**  
County Manager



**Himanshu Patel**  
Deputy County Manager

**Angeline Woods**  
Director of Finance & Budget

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**MaryEllen Sheppard**  
Interim Deputy County Manager

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: June 8, 2022

Re: Contract Amendment for RFP# 194225 Property and Evidence Management System.

It is requested the Board approve a contract term extension with FileOnQ, Inc., who provides property and evidence management for the Pinal County Sheriff's Office.

The County has spent approximately \$30,000 on this contract in the last year and the County anticipates spending approximately \$ 30,000 in the next year of the contract.

The current term of these contracts will expire on June 16, 2022. The new term, if approved, will begin on June 17, 2022, and will continue through June 16, 2023. After this extension, two (2) one-year optional extensions will remain.

It is also requested the Board authorize the Finance & Budget Director to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Lorina Gillette*

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866-6262  
Lorina.Gillette@pinal.gov



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

Contract 194225 RFP  
Amendment # 3  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@Pinal.gov

### Property and Evidence Management System

Contractor Name: FileOnQ, Inc

Pursuant to Paragraph 2 (Contract Extension) the above referenced contract shall be amended as follows:

1. The term of this contract is hereby extended through June 16, 2023.
2. All other Terms, Conditions, and Pricing remain the same.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeffrey McClure, Chairman  
Pinal County Board of Supervisors

X June 8, 2022

Date



To: Pinal County Board of Supervisors

From: Omar Rosas, Procurement Officer

Date: June 8, 2022

Re: Contract Amendment for RFP #203026 Public Defense Services Office Attorney Services

It is requested the Board approve a term extension and modification to the contract with the following suppliers who provide attorney services for the Public Defense Service Office.

- Alcantar Law Firm, PLC (Herman Alcantar)
- Bobbie Falduto Attorney at Law
- Cooper & Rueter (Elizabeth Ryan Rueter)
- Czop Law Firm, PLLC (Steven Czop)
- E.M. Hale Law, PLC (Elizabeth M. Hale)
- James Q. Buchanan, Attorney at Law, PLLC
- Jennifer Hill Attorney at Law
- John G. Schaus Attorney at Law
- Law Office of Adam James
- Law Office of Bryson Jones, PLLC
- Law Office of Jamie Sparks
- Law Offices of Janelle A. Mc Eachern
- Law Office of Michael Villarreal
- Law Office of Rebekah S. Bell
- Law Office of Rosemary Gordon Panuco
- Law Office of Samantha Sue Elledge, PLLC
- Robert Precht Attorney at Law
- Soslowsky Law Firm (James Soslowsky)
- Weagant Law Offices (Cody N. Weagant)
- Weagant Law Offices (Megan K. Weagant)
- Winkley Law Firm (Katherine A. Winkley)
- Zachary Law Group (Steven W. Zachary)

The proposed contract amendment would include negotiated changes to the pricing and scope of work:

- Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B – Compensation Schedule.

Leo Lew  
County Manager



Himanshu Patel  
Deputy County Manager

Angeline Woods  
Finance & Budget Director

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

MaryEllen Sheppard  
Deputy County Manager

- Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work.

The County has spent approximately \$4,500,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on June 30, 2022. The new term, if approved, will begin on July 1, 2022, and will continue through June 30, 2023. After this extension, three (3) one (1) one-year optional extensions will remain.

It is also requested the Board authorize the Finance & Budget Director to approve and sign resulting purchase orders and related administrative documents. All other pricing, terms and conditions remain unchanged.

Respectfully submitted,

*Omar Rosas*

Omar Rosas  
Procurement Officer  
(520) 866- 6639  
Omar.Rosas@pinal.gov



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Law Office of Adam James

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Adam James
(Name)
Attorney
(Title)
[Signature]
(Signature)
Adam James, Esq.
(Contractor Name)

BY: Jeffrey McClure
(Name)
Chairman, Pinal County Board of Supervisors
(Title)
[Signature]
(Signature)

DATE: 6/08/2022

DATE: 5/25/22



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Bobbi Falduto Attorney at Law

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Bobbi Falduto
(Name)

BY: Jeffrey McClure
(Name)

Attorney
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

Bobbi Falduto
(Signature)

(Signature)

Bobbi Falduto
(Contractor Name)

DATE: 6/08/2022

DATE: 5/24/2022



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Weagant Law Offices (Cody N. Weagant)

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Cody Weagant
(Name)
Attorney
(Title)
[Signature]
(Signature)
Weagant Law Offices, PLLC
(Contractor Name)

BY: Jeffrey McClure
(Name)
Chairman, Pinal County Board of Supervisors
(Title)
[Signature]
(Signature)
DATE: 6/8/2022

DATE: 5/25/22





Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: E.M. Hale Law, PLC (Elizabeth M. Hale)

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Elizabeth M. Hale
(Name)
Attorney at Law
(Title)
[Signature]
(Signature)
(Contractor Name)
DATE: 6/25/22

BY: Jeffrey McClure
(Name)
Chairman, Pinal County Board of Supervisors
(Title)
[Signature]
(Signature)
DATE: 6/8/2022



**Contract Amendment**

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 203026RFP  
Amendment #2**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

**Public Defense Services Office Attorney Services**

Contractor Name: **Cooper & Rueter (Elizabeth Ryan Rueter)**

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B – Compensation Schedule. Exhibit B – Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Elizabeth Ryan Rueter  
(Name)

BY: Jeffrey McClure  
(Name)

Attorney  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

*Elizabeth Ryan Rueter*  
(Signature)

\_\_\_\_\_  
(Signature)

Elizabeth Ryan Rueter  
(Contractor Name)

DATE: 6/08/2022

DATE: May 24, 2022



PINAL COUNTY

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Alcantar Law Firm, PLC (Herman Alcantar)

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Herman Alcantar, The
(Name)
Attorney
(Title)
(Signature)

BY: Jeffrey McClure
(Name)
Chairman, Pinal County Board of Supervisors
(Title)
(Signatur)

Alcantar Law Firm, PLLC
(Contractor Name)
DATE: 6/08/2022

DATE: 5-24-2022

**Contract Amendment**

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 203026RFP  
Amendment #2**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

**Public Defense Services Office Attorney Services**

Contractor Name: **Soslowsky Law Firm (James Soslowsky)**

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B – Compensation Schedule. Exhibit B – Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

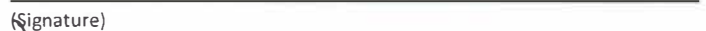
BY: JAMES SOSLOWSKY  
(Name)

BY: Jeffrey McClure  
(Name)

ATTORNEY (OWNER)  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

  
(Signature)

  
(Signature)

Soslowsky Law Firm (James Soslowsky)  
(Contractor Name)

DATE: 6/08/2022

DATE: 5-25-22



**PINAL COUNTY**

**Contract Amendment**

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 203026RFP  
Amendment #2**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

**Public Defense Services Office Attorney Services**

**Contractor Name: Law Office of Jamie Sparks**

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B – Compensation Schedule. Exhibit B – Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Jamie Sparks  
(Name)

BY: Jeffrey McClure  
(Name)

Attorney  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

[Handwritten Signature]  
(Signature)

\_\_\_\_\_  
(Signature)

Law Office of Jamie Sparks  
(Contractor Name)

DATE: 6/08/2022

DATE: 5-24-22



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Jennifer Hill Attorney at Law

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Jennifer D. Hill
(Name)

BY: Jeffrey McClure
(Name)

Owner, Hill Law AZ, PLLC
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

[Handwritten signature of Jennifer D. Hill]
(Signature)

(Signature)

Jennifer D. Hill
(Contractor Name)

DATE: 6/08/2022

DATE: 5/24/2022



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: John G. Schaus Attorney at Law

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: JOHN G. SCHAUS
(Name)

BY: Jeffrey McClure
(Name)

Attorney at Law
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

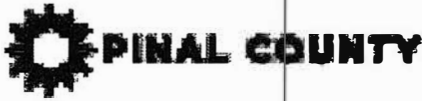
[Signature]
(Signature)

[Signature]
(Signature)

John G. Schaus
(Contractor Name)

DATE: 6/08/2022

DATE: 5/24/22



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Law Offices of Janelle A. McEachern

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Janelle A. McEachern
(Name)
Attorney @ Law
(Title)
[Signature]
(Signature)
Janelle A McEachern, Attorney
(Contractor Name)

BY: Jeffrey McClure
(Name)
Chairman, Pinal County Board of Supervisors
(Title)
[Signature]
(Signature)
DATE: 6/08/2022

DATE: 5-25-22





Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Law Office of Rebekah S. Bell

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Rebekah Bell (Name)

BY: Jeffrey McClure (Name)

Attorney / Owner (Title)

Chairman, Pinal County Board of Supervisors (Title)

[Signature] (Signature)

[Signature] (Signature)

Law Office of Rebekah S. Bell (Contractor Name)

DATE: 6/08/2022

DATE: 5/25/2022



**Contract Amendment**

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 203026RFP  
Amendment #2**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

**Public Defense Services Office Attorney Services**

**Contractor Name: Law Office of Rosemary Gordon Panuco**

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B – Compensation Schedule. Exhibit B – Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Rosemary Gordon Panuco  
(Name)

BY: Jeffrey McClure  
(Name)

Attorney At Law  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

Rosemary Gordon Panuco  
(Signature)

(Signature)

Law Office of Rosemary Gordon Panuco  
(Contractor Name)

DATE: 6/08/2022

DATE: 24 May 2022



**Contract Amendment**

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 203026RFP  
Amendment #2**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

**Public Defense Services Office Attorney Services**

**Contractor Name: Law Office of Samantha Sue Elledge, PLLC**

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B – Compensation Schedule. Exhibit B – Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Samantha Sue Elledge  
(Name)

BY: Jeffrey McClure  
(Name)

Attorney / Owner  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

Samantha Sue Elledge  
(Signature)

(Signature)

Samantha Sue Elledge  
(Contractor Name)

DATE: 6/08/2022

DATE: 05-24-2022



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Czop Law Firm, PLLC (Steven Czop)

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Steven Czop
(Name)

BY: Jeffrey McClure
(Name)

Attorney owner
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

(Signature)

Czop Law Firm, PLLC
(Contractor Name)

DATE: 6/8/2022

DATE: 5/24/22



**PINAL COUNTY**

**Contract Amendment**

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 203026RFP  
Amendment #2**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

**Public Defense Services Office Attorney Services**

Contractor Name: **Zachary Law Group (Steven W. Zachary)**

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B – Compensation Schedule. Exhibit B – Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Steven W. Zachary  
(Name)

BY: Jeffrey McClure  
(Name)

owner, Zachary Law Group  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

[Signature]  
(Signature)

[Signature]  
(Signature)

Zachary Law Group  
(Contractor Name)

DATE: 6/08/2022

DATE: 5-25, 2022



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Weagant Law Offices (Megan K. Weagant)

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Megan Weagant
(Name)

BY: Jeffrey McClure
(Name)

Attorney
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature) [Handwritten signature]

(Signature)

Weagant Law Offices, PLC
(Contractor Name)

DATE: 6/08/2022

DATE: May 26, 2022



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Robert Precht Attorney at Law

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B – Compensation Schedule. Exhibit B – Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Robert Precht
(Name)

BY: Jeffrey McClure
(Name)

Attorney at Law
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

Robert Precht
(Signature)

(Signature)

Robert Precht Bar #018571
(Contractor Name)

DATE: 6/08/2022

DATE: 05/25/2022



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: James Q. Buchanan, Attorney at Law, PLLC

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: James Q. Buchanan
(Name)

BY: Jeffrey McClure
(Name)

Attorney
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

[Handwritten Signature]
(Signature)

[Handwritten Signature]
(Signature)

James Q. Buchanan, Attorney at Law, PLLC
(Contractor Name)

DATE: 6/08/2022

DATE: 5/25/22





Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Winkley Law Firm (Katherine A. Winkley)

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Katherine A. Winkley
(Name)

BY: Jeffrey McClure
(Name)

Attorney
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

[Handwritten Signature of Katherine A. Winkley]
(Signature)

[Blank Signature Line]
(Signature)

Katherine A. Winkley
(Contractor Name)

DATE: 6/08/2022

DATE: 5/27/2022



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Law Office of Michael Villarreal

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Michael Villarreal
(Name)

BY: Jeffrey McClure
(Name)

Attorney
(Title)

Chairman, Pinal County Board of Supervisors
(Title)

Michael Villarreal
(Signature)

(Signature)

Law Office of Michael Villarreal
(Contractor Name)

DATE: 6/08/2022

DATE: May 27, 2022



PINAL COUNTY

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 203026RFP
Amendment #2
Procurement Officer: Omar Rosas
Omar.Rosas@pinal.gov

Public Defense Services Office Attorney Services

Contractor Name: Law Office of Bryson Jones, PLLC

Pursuant to Paragraph 2 (Contract Extension), Paragraph 15 (Contract Changes), Paragraph 4 (Pricing), Exhibit A-2 (Compensation Schedule) and Attachment A (Scope of Work) the referenced Contract shall be amended as follows:

- 1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.
2. Modified Exhibit A - 2 (Compensation Schedule) of the Contract. Pursuant to Paragraph 4 (Pricing) Exhibit A - 2 is modified and superseded in its entirety by the attached Exhibit B - Compensation Schedule. Exhibit B - Compensation Schedule is added and incorporated by this reference into the Contract.
3. Modified Attachment A (Scope of Work) to the Contract. Pursuant to Paragraph 15 (Contract Changes), Attachment A is modified and superseded in its entirety by the attached Exhibit A - Scope of Work. Exhibit A - Scope of Work is added and incorporated by this reference into the Contract.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Bryson Jones
(Name)
Managing attorney
(Title)
[Signature]
(Signature)
Law Office of Bryson Jones, PLLC
(Contractor Name)

BY: Jeffrey McClure
(Name)
Chairman, Pinal County Board of Supervisors
(Title)
[Signature]
(Signature)

DATE: 6/08/2022

DATE: 5/26/22

Attachment A  
Scope of Work (SOW)

---

The Contractor shall adhere to the following minimum specifications, performance requirements, and all terms and conditions within this contract.

**1 LEGAL SERVICES**

1.1 Attorney Minimum Qualifications.

- 1.1.1 Contractor shall have a Juris Doctorate degree from an American Bar Association accredited law school.
- 1.1.2 Contractor shall be licensed by the State Bar of Arizona and a member in good standing for the duration of any contract award.
- 1.1.3 Contractor shall, except as otherwise specified herein or required by Arizona Rules of Court, have at least two (2) years of relevant experience practicing law in the area of practice for which the Contractor enters into this contract.
- 1.1.4 The Contractor shall be competent, possessing the requisite legal knowledge, in the area(s) of law for which the Contractor enters into this contract.
- 1.1.5 The Contractor shall have knowledge of Arizona Rules of Professional Conduct, and American Bar Association (ABA) and Arizona Public Defender Association (APDA) performance standards for indigent representation.
- 1.1.6 The Contractor shall demonstrate the minimum qualifications for the area(s) of practice described within this Scope of Work to include experience and training required by Arizona Rules of Court for Contractor's specific practice area(s).

1.2 Paralegal Minimum Qualifications.

- 1.2.1 Contractor at a minimum shall have a degree in Paralegal, Legal Assisting Studies or a directly related field, or an associate's degree in any field with a certification from a paralegal or legal assisting program. The qualifying associate's degree shall be conferred by a regionally accredited community college.
- 1.2.2 It is preferred that the Contractor in this classification have one (1) year experience performing relevant job duties under the supervision of an Attorney with the same qualifications required herein.
- 1.2.3 Contractor shall be employed by or otherwise affiliated with a law firm or attorney who is responding to this solicitation.

**2 AREAS OF PRACTICE**

Contractors shall provide legal services as assigned in the following proceedings as determined by the areas of practice in which the Contractor and Pinal County agree and for which the Contractor is deemed by Pinal County to be qualified:

2.1 Capital ~~Engagements~~.

- 2.1.1 Lead Counsel as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure.

2.1.2 Co-Counsel as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure.

2.1.3 A Contractor who is assigned as Co-Counsel in a capital case shall perform those duties delegated by lead counsel within the ABA Guidelines and Rule 6.8 of the Arizona Rules of Criminal Procedure.

2.1.4 Capital Appeals and Post-Conviction Relief as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure.

2.1.5 Exceptions.

Contractors who are qualified for capital representation in accordance with Arizona Rules of Criminal Procedure Rule 6.8(e) shall provide the Public Defense Services Office (PDS) with the name and qualifications of associate counsel as well as a description of the association arrangement before accepting a capital representation assignment.

## 2.2 Adult Criminal ~~Engagements.~~

2.2.1 ~~Extraordinary Engagements Tier One Felony.~~

a. ~~Felony case involving one (1) or more class 1 felony counts~~ Felony case that includes one (1) or more class 2 felony counts except violations of Title 13 Chapter 34.

b. ~~Felony case designated extraordinary by PDS at the request of Contractor~~ Felony case that includes any classification of a dangerous crime or dangerous crime against children.

2.2.2 ~~Tier One Felony Engagements Tier Two Felony.~~

a. ~~Felony case that includes one (1) or more class 2 felony counts except violations of Title 13 Chapter 34~~ Any felony offense not included in tier one paragraph of this section.

b. ~~Felony case that includes any classification of a dangerous crime or dangerous crime against children~~ Any case charged in Superior Court as a felony, reduced to a misdemeanor prior to final disposition.

2.2.3 ~~Tier Two Felony Engagements Early Disposition Court.~~

a. ~~Any felony offense not included in tier one paragraph of this section~~ Any new felony case initially heard in the Early Disposition Court.

b. ~~Any case charged in Superior Court as a felony, reduced to a misdemeanor prior to final disposition.~~

2.2.4 ~~Early Disposition Court Engagements Probation Violation.~~

a. ~~Any new felony case initially heard in the Early Disposition Court~~ Any case resulting from a probation violation petition.

2.2.5 ~~Probation Violation Engagements Misdemeanor.~~

a. ~~Any case resulting from a probation violation petition~~ Any case charged as a misdemeanor.

b. Any case charged in a Justice Court.

2.2.6 ~~Misdemeanor Engagements~~ Witness Representation.

a. ~~Any case charged as a misdemeanor~~ Representation of a person called as a witness in a criminal case and appointed counsel by the court.

~~b. Any case charged in a Justice Court~~

2.2.7 Adult Criminal Initial Appearances and follow-up hearing.

a. All initial appearances for all cases scheduled on a calendar session.

b. On the weekends and holidays this includes all cases scheduled on the juvenile detention calendar.

c. Any follow-up detention and/or bond related hearings from cases covered at initial appearances; please request approval from Public Defense Services for compensation of representation prior to the proceeding.

2.3 Juvenile Delinquency/Incorrigibility Engagements.

2.3.1 Delinquency Engagements.

a. Any case with a delinquency petition.

b. Any juvenile case with a probation revocation petition.

c. Any juvenile misdemeanor case charged in a Justice Court.

2.3.2 Incorporrigibility Engagements.

a. Any case with an incorrigibility petition.

2.4 Juvenile Dependency Engagements as defined by Arizona Juvenile Court Rules 40.1, 40.2.

Includes all juvenile dependency proceedings in Juvenile Court regardless of whether ~~an engagement a case~~ includes new or subsequent petitions and includes all areas of practice including attorney for a child, attorney for a parent, dependency, severance, adoption, guardian *ad litem*.

2.4.1 Retained Counsel.

a. Shall be compensated on a monthly retainer basis.

b. Shall be assigned to handle Juvenile Dependency cases in one (1) Juvenile Dependency Court as a member of one (1) Juvenile Dependency Court Team.

c. Shall commit a substantial majority of their practice time and resources to this service, not accept any other court-appointed contracts or private representation that will materially conflict with their duties as Retained Counsel, commit to developing their skill as a subject-matter expert in the field of

juvenile dependency and available social service resources, as well as demonstrate a continuing, deep personal commitment to the needs of children, parents, and vulnerable persons in juvenile dependency and related proceedings. The County's expectation is that court appointments shall take precedence, however Contractor's commitment to these cases shall not prevent them from having other outside clients.

- d. The Contractor is an independent Contractor and shall act in an independent capacity in performance under a resultant contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

#### 2.4.2 Retained Counsel Substitute Counsel

- a. Shall comply with section 3.1.3 as it applies to all Contractors. An extended arrangement for substitute counsel for Retained Counsel, anything beyond two consecutive weeks of scheduled hearing coverage, requires advance written notice to PDS. An extended arrangement for substitute counsel beyond four consecutive weeks will be evaluated by PDS to determine the most equitable action up to and including a reduction in the next scheduled retainer fee, suspension of the next scheduled retainer fee, and/or termination of contract.

#### 2.4.3 Ad Hoc Counsel.

- a. Shall be assigned to handle general Juvenile Dependency **Engagements cases** in one (1) Juvenile Dependency Court as a member of one (1) Juvenile Dependency Court Team.

### 2.5 General Engagements.

#### 2.5.1 General Guardian *ad Litem*.

- a. Includes representation in the following proceedings: family court, criminal (superior court), justice court, juvenile, mental health, civil, and probate.

#### 2.5.2 Mental Health.

- a. Representation of persons in mental health commitment proceedings.
- b. Representation of persons in Psychiatric Security Review Board (PSRB) proceedings.

#### 2.5.3 Sexually Violent Persons.

- a. Representation of persons in Sexually Violent Persons proceedings.

#### 2.5.4 Witness Representation.

- a. Representation of a person called as a witness and appointed counsel by the court.

#### 2.5.5 Other representation in accordance with A.R.S. § 11-584.

2.6 Appeals and Post-Conviction Relief **Engagements.**

2.6.1 Non-capital direct appeals in all practice areas in accordance with A.R.S. § 11-584.

2.6.2 Petitions for Post-conviction Relief from trial and plea proceedings.

~~2.7—Contractor may petition PDS for an extraordinary case designation for any assignment that requires the Contractor to expend an extraordinary amount of time. Such designation must be requested in writing. The designation by the court that a case is complex is not binding on PDS for the purpose of determining whether or not a case is extraordinary. PDS will consider the following factors in determining an extraordinary designation:~~

~~i. The complexity of the case;~~

~~ii. The time within which the Contractor must be prepared for trial(s), substantive hearing(s);~~

~~iii. The duration of the case;~~

~~iv. The amount of time actually spent on the case by the Contractor;~~

~~v. The Contractor's overall compensation under the entire contract; and~~

~~vi. Any other factors presented by the Contractor and/or any other factors which, in the opinion of PDS, should be considered.~~

**3 CONTRACTOR'S RESPONSIBILITIES**

3.1 High Quality Legal Representation.

Contractor's representation shall include but is not limited to:

3.1.1 Effective Client communication.

a. Contact with the Client within a maximum of forty-eight (48) hours of Contractor's notice of assignment.

b. Reasonable communication with Clients throughout the duration of their representation.

c. Obtaining contact information for Clients and reviewing contact information with Clients regularly to ensure most reliable means of contact.

d. Notifying Clients of necessary court appearances to include but not limited to any court actions that may arise as a result of a Client's non-appearance

e. Prompt return of Client phone calls, emails, letters, and all other forms of Client communication.

3.1.2 Appearing in court on time at whatever time the court designates.

3.1.3 Substitute Performance.



Contractor on occasion, may request that the Court allow substitute counsel to appear in court on behalf of the Contractor.

- a. Substitute counsel shall be arranged and confirmed by assigned counsel in advance of the scheduled appearance.
- b. Contractor shall prepare substitute counsel with adequate information to allow for a meaningful court appearance.
- c. Substitution counsel shall be an attorney who also holds a contract with the County similar to that of the Contractor.

**3.1.4 Restitution hearings are part of the sentencing process.**

The assigned Contractor at the time of sentencing shall be responsible for representation of the Client at any subsequent restitution hearings, even if a Motion to Withdraw was granted after the sentencing.

**3.1.5 Withdrawal.**

Contractors shall evaluate cases for conflict issues immediately upon assignment and on an ongoing basis when new information and disclosures are received. Contractor will move to withdraw immediately when it is determined there is a conflict of interest in continuing with representation on an assigned case.

- a. Contractor shall contact PDS prior to filing a Motion to Withdraw and request the name of successor counsel to include in the motion.
- b. The Motion to Withdraw from a case shall contain the name of successor counsel assigned by PDS.
- c. If the need for successor counsel arises unexpectedly in the courtroom Contractor shall attempt to contact PDS via phone or email, or ask courtroom staff to contact PDS to secure an attorney assignment from PDS before the Court appoints successor counsel.
- d. In Juvenile Dependency, Mental Health and Guardian Ad-Litem cases, Contractor shall represent the client until relieved by the court. In Title 36 Guardianships, the contractor shall remain counsel of record for purposes of the Annual Renewal of Guardianships.

**3.1.6 Bench Warrants.**

Contractors appointed to a case that result in a bench warrant at any time in the life of the case, remain the attorney of record until the case is resolved or the Contractor's contract is terminated. As with any Motion to Withdraw Contractors are expected to contact PDS before filing a Motion to Withdraw to obtain the name of assigned successor counsel. Issuance of a bench warrant alone will not be considered a sufficient reason for Contractor to file a Motion to Withdraw.

**3.1.7 Notice of Appeal.**

It is the responsibility of the trial attorney to file a Notice of Appeal.

- a. If a trial attorney's responsibilities have terminated in the trial court, the Notice of Appeal shall be accompanied by a Motion of Withdraw and Motion to Appoint Appellate Counsel.

- b. If the trial attorney's responsibilities in the trial court have not terminated, the Notice of Appeal shall be accompanied by a Motion to Appoint Additional Counsel for Purposes of Appeal Only.
- c. Contractor shall contact PDS prior to filing and request the name of Appellate Counsel to include in the motion.
- d. The motion to Appoint Appellate Counsel shall contain the name of the appellate counsel assigned by PDS.
- e. When trial counsel and PDS agree, trial counsel is qualified to provide appellate representation; trial counsel may request PDS assign the subsequent direct appeal to trial counsel.

#### 3.1.8 Confidentiality.

Contractor shall maintain Client confidentiality through adherence to Ethical Rule (ER) 1.6 of the ABA and follow the additional guidance offered in the comments to ER 1.6.

#### 3.1.9 Administrative orders and local rules.

Contractors shall follow and remain knowledgeable of Pinal County legal practices including local court rules and administrative orders issued by Pinal County Superior Court.

#### 3.1.10 Assignment Acceptance.

Contractor shall accept all assignments made by the County, unless the Contractor is not ethically permitted to accept the representation.

- a. Contractor is responsible for ongoing personal workload assessment to ensure the Contractor is accepting an ethically manageable caseload.
- b. When the Contractor is unable to accept an assignment they shall notify PDS immediately.

#### 3.1.11 Records & Reports.

~~PDS is in the process of purchasing and implementing a new legal case management system.~~ It is expected that all billing and reporting will be conducted through the ~~new~~ PDS legal case management system.

- a. Contractor shall review training material or attend training ~~if~~ ~~when~~ offered or otherwise ensure their competence in use of the PDS legal case management system.
- b. Contractor shall report statistical data as directed by PDS through the legal case management system.
- c. Failure to submit required reports such as billing documents, final disposition records, and time sheets as required by the County may result in withholding of compensation until the Contractor is in compliance with PDS standards.
- d. Excepting any documentation that is privileged and/or confidential, Contractor shall make available for inspection and duplication by the County all records and accounts relating to the work performed or services provided under the Contract.

- e. In accordance with all applicable Rules of Professional Conduct, laws, rules, County policies, and regulations, Contractor shall safeguard confidential and privileged information.
- f. The County shall have the use of data and reports resulting from the Contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the Contract. The data and reports or compilations of data are public records under Arizona law.

#### **4 Additional Expenditures**

Payment for expenditures to include by not be limited to expert witness fees, travel expenses, publication or legal notices, paralegals, investigators, mitigation specialists, service for process, court transcript fees or any other reasonable and necessary expenditures to ensure effective representation , shall be submitted for approval through the PDS ~~process~~ **Case Management System** prior to any services being rendered.

4.1 Contractor shall not incur any expenses on behalf of the County without prior written approval by PDS.

4.2 Failure to obtain prior approval may result in non-payment and become the personal responsibility of the Contractor.

4.3 **Interpreter services or document translation needed outside of a court proceeding or immediately preceding or following a proceeding, will be submitted to PDS. PDS will coordinate with the contractor to have interpreter services provided in a timely manner.**

4.4 Criminal Immigration Resources Counsel Exception:

- a. Assigned Contractor may use the services of a Criminal Immigration Resource Attorney on the Pinal County contract list for up to four (4) hours of paid time per Client without seeking advance approval from PDS.
- b. The allotted four (4) hours are a total of four (4) hours per client, regardless of the number of cases involving any given Client.
- c. The assigned Contractor shall follow the PDS process for requesting Additional Expenditures when more than four (4) hours of consultation are required.

4.5 Travel

Travel shall be governed by the Pinal County Contractor Travel Policy included in this solicitation as SOW Exhibit A-1.

- a. **All case related travel to include attorney, witness, expert, etc., shall be booked by PDS. Failure to book any travel related costs to include airfare, hotel, short-term housing rental, car rental, and other case related bookings may result in non-payment or reimbursement by PDS.**

4.6 **Trial Clothing.**

- a. **Trial Clothing is available for a client if they are in need, please submit a request to PDS 10 days prior to the need if possible, with the dates of clothing needed, and measurements of the client.**

#### 4.7 Jail Calls/Communication.

All jail calls with Pinal County must be done as a registered contract attorney with the Pinal County Jail. PDS can provide instructions on how to perform this registration. Any costs related to calls with clients outside of Pinal County Jail will be reimbursed through your billing submittals.

#### 4.8 Client and Case Related Record Collection.

- a. Contractor shall request advance approval from PDS for reimbursement for case related record collection fees. Failure to obtain advance approval may result in non-payment or reimbursement by PDS.
- b. Contractor is expected to narrow any request for records to the reasonably necessary records and make diligent efforts to minimize record collection costs. For example when mental health records are needed from a detention facility the Contractor will make all efforts to obtain only mental health records.

#### 4.9 Administrative Costs.

- a. The hourly rate, flat rates and retainer fees are inclusive of minor case related costs such as copies, postage, office supplies, parking, and mileage within 100 mile radius of Pinal County Superior Court. Any other case related reimbursable costs must be approved in advance by written request to PDS. Failure to obtain advance approval may result in non-payment or reimbursement by PDS. Any claim for reimbursement is forfeited if not submitted with the case related invoice.

#### 4.10 Transcription Services

Contractors in need of any case related transcription services shall seek approval in advance from PDS before ordering any transcriptions. Failure to obtain advance approval may result in non-payment or reimbursement by PDS.

- a. In-court proceedings transcribed by court reporters  
Contractor shall request a page and cost per page quote from the court reporter and provide that quote to PDS for approval. Contractors shall limit the requested transcript to only the testimony or proceedings necessary. PDS will provide the Contractor and the court reporter with notification of approval.
- b. Out of court audio  
Contractors shall provide PDS with an electronic copy of audio requiring transcription by uploading it to the PDS Case Management System. Contractors shall limit the requested transcript to only necessary audio. The transcription request shall come with verification from the Contractor that they have reviewed the audio, limited the transcription request to only the necessary audio and the recording is audible throughout the recording.
- c. Exception for Appellate and PCR records  
Contractors appointed to Appellate and PCR cases shall designate the record and request the necessary transcriptions from the Court reporter and endorse PDS in their pleading. Advance

authorization is not required. Appellate and PCR counsel will be responsible for verification of receipt and completion of the court reporter's work.

d. Exception for Exigent Trial and Hearing Transcriptions

When the Contractor determines there is an exigent need for a court reporter transcription of in court proceedings the Contractor may make the request of the court reporter without prior approval and complete the PDS approval process as soon as practicable. Exigent is defined as a when the Contractor needs the transcription in order to take action in the trial or hearing within 48 hours. The PDS approval process must be completed within 48 business hours of the completion of the trial or hearing. Failure to obtain timely approval may result in non-payment and become the personal responsibility of the Contractor.

4.11 Court Orders for Additional Compensation.

In the event that the contractor files a motion with any Court for additional compensation or any expenditure in addition to that provided under the terms of this contract, the Contractor must timely serve a copy of the motion upon PDS. Failure to give PDS notice of a motion for additional compensation or expenditure on a timely basis may result in either suspension or termination of the contract.

4.12 Required Equipment.

At a minimum, Contractor shall possess or have access to the following equipment required to conduct business with the County and on behalf of their clients:

- a. Desktop or laptop computer with regular internet access
- b. Cellular Telephone
- c. A professional Email address
- d. Software as needed to allow the Contractor to conduct business with PDS

4.13 Billing Practices.

Contractor shall bill PDS for services rendered on a regular basis through the PDS Case Management System. It is preferred that bills are submitted on a monthly basis, however not required. Please note that Pinal County cannot guarantee expedited service of billing, and Pinal County Finance standards only require full process of payment of a bill within 30 days of receipt of that bill. Contractors are expected to follow billing instructions issued by PDS with respect to timelines related to the end of the fiscal year. In accordance with State law all invoices must be received by PDS no later than 6 months after services are completed. Failure to bill within 6 months will result in a denial of payment by PDS.

4.14 Compensation.

A Compensation Schedule that will govern this contract is included in the solicitation files as SOW Exhibit A-2.

4.15 Submission of Time Tracking for Retainers.

Any contractor on a retainer style contract is required to track and submit time logs into the PDS' Case Management System by the 10th of each month for the preceding month's work. Failure to upload your time tracking in that time frame without prior notification of an expected delay, may result in non-payment.

**4.16 Review of Compensation Schedule.**

PDS shall review compensation/fees schedule for each legal specialty found in this solicitation, on an annual basis (anniversary of contract award commencement date). Changes, if any, to the Compensation Schedule are at the sole discretion of PDS.

~~4.16.1 Replacement Representation.~~

~~In the event Contractor is unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to PDS so that PDS may appoint replacement counsel. PDS may require the Contractor to account for the time Contractor has actually expended and to return all or part of the payment for the representation where appropriate.~~

~~4.16.2 Contractor Withdrawal from Case.~~

~~In Juvenile Dependency, Mental Health and Guardian Ad Litem cases, Contractor shall represent the client until relieved by the court. In Title 36 Guardianships, the contractor shall remain counsel of record for purposes of the Annual Renewal of Guardianships.~~

**5 INDEPENDENT CONTRACTOR STATUS & RESPONSIBILITIES OF PARTIES**

Any Contractor awarded through this solicitation will be considered an Independent Contractor and not an employee of the County.

5.1 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.

5.2 No persons or services utilized by the 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, worker's compensation, and other employee benefits and all taxes and premiums relating to such persons, and shall defend, indemnify and hold the County harmless for any and all claims, suits, liability and damages which the County may incur because of Contractor's failure to pay such taxes or obligations.

5.3 Non-Exclusive Status.

PDS may contract for the same or similar professional services through persons other than Contractor. This provision applies to PDS only and does not confer upon any Contractor permission to substitute performance in any way without the express written consent of PDS.

#### 5.4. Performance Reviews.

Contractors are advised that PDS may at any time during the term of a contract conduct performance reviews. The results of such reviews may be used by PDS to determine the probability of the continuation of a contract with any given Contractor or the type and number of any future cases being assigned to a Contractor. **The County may annually review the performance of awarded Contractors to verify status of license with the Arizona Bar Association, to check for any disciplinary action recorded, and to review issues related to performance concerns with the County.**

#### 5.5. Duty to Report.

In addition to any other obligation to give notice as set forth in this contract, all Contractors shall promptly report in writing to the PDS any arrest, order of protection, injunction against harassment, substance abuse, criminal charge, disciplinary proceeding or action by any state bar association or other regulatory body (whether formal or informal), written or otherwise documented allegation of ineffective assistance of counsel, court sanction, malpractice claim, lawsuit naming a licensed professional or a member of immediate family, any lapse of required insurance coverage, and any other material information that may be reasonably relevant to the question of whether a Contractor is currently qualified to receive case assignments. Failure to timely report any such reportable event may result in either suspension or termination of the contract and reassignment of all pending cases, including forfeiture or reduction of any claim for compensation on any such pending cases, at the sole discretion of PDS, in order to minimize any duplication of costs incurred as a result of reassignment of such cases.

#### 5.6. Continuing Legal Education.

- a. **Contractor shall complete all required continuing legal education and file their affidavit timely with the Arizona State Bar.**
- b. **Contractors with additional legal education requirements for the contracted practice area such as Capital Attorneys and Juvenile Dependency Attorneys shall complete their specialized continuing legal education in accordance with applicable rules and provide documentation as directed by PDS and/or Pinal County Superior Court.**
- c. **Failure to maintain all continuing legal education requirements may require suspension of case assignments, reassignment of case(s), arrangements for substitution of counsel or other break in provision of legal services.**
- d. **Failure of Retained Counsel to maintain all continuing education requirements resulting in a break in provision of legal services, as in 2.4.1(d), will be evaluated by PDS to determine the most equitable action up to and including, a reduction in the next scheduled retainer fee, suspension of the next scheduled retainer fee, termination of contract.**

#### 5.7. Termination of ~~Appointment~~ Contract.

The duty to represent the client pursuant to this contract continues until terminated by the ~~county~~ county. In some cases the representation shall continue beyond the expiration of the contract. The county shall compensate the contractor for services rendered after the termination of the contract **if it is in the best interest of the client and the county to do so**. In the event the contractor is allowed to terminate the representation of the client before the matter is concluded and substitute counsel must be assigned by the County, the contractor shall be responsible for any additional costs associated with the substitution.

#### 5.8. Additional Compensation.

In any matter that relates to or that arises out of a pending assignment of representation, the Contractor shall not solicit or accept private or additional compensation of any kind to include but not be limited to attorney's fees unless approved in writing by the County.

#### ~~5.5. De Minimis Representation.~~

~~The contractor shall not be paid for cases assigned in which representation is terminated before any significant amount of work is completed. If the contractor has received payment for such a case, that payment shall be deducted from future payments due the contractor for other cases or the contractor shall reimburse PDS for the amount of the case payment.~~

#### 5.9. Contractor Assignments.

Assignments made by PDS within each area of practice shall be made, as much as practicable, on a rotating basis. No guarantee is made regarding the frequency of assignments or volume of work that any awarded Contractor may be offered.

#### ~~5.10.—Compensation.~~

~~A Compensation Schedule that will govern this contract is included in the solicitation files as SOW Exhibit A-2. Compensation shall be governed by Court Appointment Policy of the Presiding Judge in the Superior Court and Justice Courts of Pinal County, also referred to as the Court Appointment Policy. This document is included in the solicitation files as SOW Exhibit A-3.~~

#### 5.10. Multiple Contracts.

Any resulting contract shall be entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County. It is anticipated that Contractors may be awarded multiple contracts based on a Contractor's area of practice, solicitation response, and the needs of the County.



## COMPENSATION SCHEDULE

### Exhibit B

<b>Standard Hourly Rate - \$75.00</b>	
Hourly rates apply to Appeal/PCR cases, <b>Felony Criminal Cases</b> , Guardian Ad-Litem cases, <b>Juvenile Delinquencies/Incorrigibility Cases</b> , and General Hourly engagements.	
<b>Paralegal Hourly Rate - \$45.00</b>	
<b>Investigator Hourly Rate - \$45.00</b> Subpoena Service within Pinal County boundaries \$50 per subpoena	
<b>Adult Criminal/Juvenile Delinquency or Incorporrigibility Flat-Fees</b>	
<b><u>Probation Violation Cases</u></b> Cases that include one or more Probation Revocation petitions.	<ul style="list-style-type: none"> <li>• \$300 regardless of the number of Probation Revocation cases;</li> </ul>
<b><u>Misdemeanor Cases</u></b> Cases that include any misdemeanor or Justice Court indictment.	<ul style="list-style-type: none"> <li>• \$225 plus \$150 for each additional Justice Court beyond a first court where any number of matters are pending.</li> </ul>
<b><u>Initial Appearance Hearings</u></b> All cases of an initial appearance calendar.	<p><b><u>Weekday Hearings</u></b></p> <ul style="list-style-type: none"> <li>• \$150 for the first 2 hours; plus</li> <li>• \$75 per hour any additional hours after the first 2 hours.</li> </ul> <p><b><u>Weekend/Holiday Hearings</u></b></p> <ul style="list-style-type: none"> <li>• \$225 for the first 2 hours on weekends/holidays; plus</li> <li>• \$112.50 per hour any additional hours after the first 2 hours.</li> </ul> <p><b><u>Follow-up Hearings &amp; Preparation</u></b></p> <ul style="list-style-type: none"> <li>• \$75 per hour upon approval.</li> </ul>

<b>Extraordinary Capital Cases Hourly Rate</b>	
Standard Capital 1 <sup>st</sup> Chair Hourly Rate = \$125.00 per hour Standard Capital 2 <sup>nd</sup> Chair Hourly Rate = \$100.00 per hour	
<b>Juvenile Dependency Retained Counsel</b>	
<b><u>Monthly Retainer</u></b>	<b>\$11,000</b>
Retained Counsel are required to reserve a substantial portion of their practice time and resources, and Retained Counsel are restricted from accepting other cases that will materially conflict with serving as Retained Counsel.	

Leo Lew  
County Manager



Himanshu Patel  
Deputy County Manager

Angeline Woods  
Finance & Budget Director

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

MaryEllen Sheppard  
Deputy County Manager

To: Pinal County Board of Supervisors

From: Omar Rosas, Procurement Officer

Date: June 8, 2022

Re: Contract Amendment for RFP #208226 Immigration Resource Attorney Services

It is requested the Board approve a contract term extension with the following suppliers who provide immigration consultation to attorneys representing indigent adults and juveniles for the Public Defense Service Office:

- The Neufeld Law Firm PLC
- Ballecer and Seagal LLP

The County has spent approximately \$100,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on 6/30/2022. The new term, if approved, will begin on 7/1/2022, and will continue through 6/30/2023. After this extension, three (3) one (1) one-year optional extensions will remain.

It is also requested the Board authorize the Finance & Budget Director to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Omar Rosas*

Omar Rosas  
Procurement Officer  
(520) 866-6639  
Omar.Rosas @pinal.gov



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 208226**  
**Amendment #1**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Immigration Resource Attorney Services

Contractor Name: **The Neufeld Law Firm PLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

---

X	X June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	



## Contract Amendment

---

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 208226**  
**Amendment #1**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Immigration Resource Attorney Services

Contractor Name: **Ballecer and Segal LLP**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2023.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

---

X	X June 8, 2022
Jeffrey McClure, Chairman	Date
Pinal County Board of Supervisors	

# Purchasing Sole Source Justification Form

(In accordance with Pinal County Procurement Code PC1 - 346-348)



## Requestor and Vendor Information

Requestor Name

DEANNE BREWER

Request Date

02/14/2022

Requestor Email

DEANNE.BREWER@PINAL.GOV

Requestor Extension OR Phone # \*

5238

Department Name \*

SHERIFF

Requisition #

Suggested Vendor \*

HERITAGE CARES

Estimated Yearly Dollar Amount \*

**\$350,000.00**

Item/Service to be Purchased \*

Heritage CARES (Comprehensive Addiction Recovery Education & Support) Program provides stress and anxiety reduction, suicide prevention and substance misuse and abuse support. Heritage CARES utilizes a unique feature of combining confidential online video education and certified Assertive Community Engagement Specialists which cannot be found elsewhere.

## REQUESTOR: Reason for Requesting Sole Source (Check All Applicable)

No other manufacturer or supplier of this type of product exists (Attach a signed statement from the supplier)

Attach a signed statement from the vendor

Technical characteristics of this particular item or service are essential to our needs

Because:

Other (includes course-specific material)

Provide Explanation

## Upload Attachment(s) Here (1)

FIN Purchasing Supporting Documents (Document Name – Max. 75 Characters)

– Dept: SHERIFF – Req Dt – Suggested Venor: HERITAGE CARES – Vendor Name:

**Administration Approval Section**

**Department Director Approval**

**Dept Director Approval Name**

STACYS

**Dept Director Response**

Approved

**Dept Director Approval Date**

02/15/2022

**Dept Director Approval Comments**

REQUIRED APPROVAL

**Dept Director Denied Comments**

**Procurement Officer Approval**

**Procurement Officer Approval Name**

BRISNAC

**Procurement Officer Response**

Approved

**Procurement Officer Recommendation**

SOLE SOURCE JUSTIFICATION IS ADEQUATE AND PURCHASE TO BE AUTHORIZED WITHOUT COMPETITIVE BIDDING.

**Procurement Officer Approval Date**

02/15/2022

**Procurement Officer Approval Comments**

**Procurement Officer Denied Comments**

**Procurement Manager Approval**

**Procurement Mgr Approval Name**

TIARA PETERSON

**Procurement Mgr Response**

Approved

**Procurement Mgr Approval Date**

05/27/2022

**Procurement Mgr Approval Comments**

SS APPROVED.

**Procurement Mgr Denied Comments**

\_\_\_\_\_  
Tiara Peterson  
Pinal County Purchasing Manager

\_\_\_\_\_  
Date

**Finance Director Approval – Under \$100K**

**Finance Director Approval Name**

ANGELINEW

**Finance Director Response**

Approved

**Finance Director Approval Date**

05/27/2022

**Finance Director Approval Comments**

**Finance Director Denied Comments**

\_\_\_\_\_  
Angeline Woods  
Pinal County Finance and Budget Director

\_\_\_\_\_  
Date

**Procurement FINAL**

**Procurement FINAL Approval Name**

**Procurement FINAL Approval Date**

**Procurement FINAL Approval Comments**

**Procurement FINAL Denied Comments**

**Contract # - If applicable**

**Vendor #** 123468

**Vendor Name** Heritage Health Solutions, Inc

**Origination Date**

**Retention Date**

\_\_\_\_\_  
Jeffrey McClure, Chairman  
Pinal County Board of Supervisors

\_\_\_\_\_  
Date



## **BUSINESS ASSOCIATE ADDENDUM**

This Addendum is made part of this Contract between Pinal County ("COUNTY") and, YouTurn, LLC, referred to as "Business Associate" in this Addendum.

COUNTY and Business Associate agree that the underlying Contract shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"), as amended. In the event of conflicting terms or conditions, this Addendum shall supersede the underlying Contract.

### **1. DEFINITIONS**

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA rules set forth in Title 45, Parts 160 and 164 of the CFR: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- 2.1. Not use or disclose Protected Health Information ("PHI") other than as permitted, required by this Addendum, or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI (ePHI), to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3. Report to COUNTY any use or disclosure of PHI/ePHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware in the following manner:
  - 2.3.1. Reporting. Business Associates shall report to COUNTY any use or disclosure of PHI/ePHI that is not authorized by the Contract, by law, or in writing by COUNTY. Business Associate shall make an initial report to the COUNTY not more than twenty-four (24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:
    - A. A description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
    - B. A description of the PHI/ePHI used or disclosed;
    - C. The date(s) on which the unauthorized use or disclosure occurred;
    - D. The date(s) on which the unauthorized use or disclosure was discovered;

- E. Identify the person(s) who used or disclosed the PHI/ePHI in an unauthorized manner;
- F. Identify the person(s) who received PHI/ePHI disclosed in an unauthorized manner;
- G. A description of actions, efforts, or plans undertaken by the Business associate to mitigate the harm of the unauthorized disclosure;
- H. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
- I. An assessment of whether a breach, as defined in 45 CFR 164.402, has occurred, including, if necessary, an assessment of the probability of harm, and
- J. Such other information, as may be reasonably requested by the COUNTY Privacy Official.

Business Associate shall provide COUNTY with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than thirty (30) days after discovery of the unauthorized use or disclosure.

- 2.3.2. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI/ePHI by Business Associate in violation of the requirements of the Contract.
- 2.3.3. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses COUNTY PHI/ePHI in violation of this Addendum or applicable law.
- 2.4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any COUNTY approved subcontractors that create, receive, maintain or transmit PHI/ePHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.5. Make available PHI/ePHI in a designated record set to COUNTY as necessary to satisfy COUNTY's obligations under 45 CFR §164.524;
- 2.6. Make any amendment(s) to PHI/ePHI in a designated record set as directed or agreed to by COUNTY pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy COUNTY's obligations under 45 CFR §164.526;
- 2.7. Maintain and make available the information required to provide an Accounting of Disclosures to COUNTY as necessary to satisfy COUNTY's obligations under 45 CFR §164.528;
- 2.8. To the extent Business Associate is to carry out one of more of COUNTY's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to COUNTY in the performance of such obligation(s); and

- 2.9. Make its internal practices, books and records available to COUNTY and the Secretary for purposes of determining compliance with the HIPAA rules within ten (10) business days of a written request by COUNTY.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 3.1. Business Associate may only use or disclosure PHI/ePHI as necessary to perform the services and obligations set forth in the underlying Contract;
- 3.2. Business Associate may use or disclose protected health information as required by law;
- 3.3. Business Associate agrees to make uses and disclosures and requests for PHI/ePHI consistent with minimum necessary requirements;
- 3.4. Business Associate may not use or disclose PHI/ePHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by COUNTY, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
- 3.5. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
- 3.6. Business Associate may provide data aggregation services relating to the health care operations of COUNTY.

### **4. PROVISIONS FOR COUNTY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS**

- 4.1. COUNTY shall notify Business Associate of any limitation(s) in the COUNTY Notice of Privacy Practices under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- 4.2. COUNTY shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI/ePHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI/ePHI; and
- 4.3. COUNTY shall notify Business Associate of any restriction on the use or disclosure of PHI/ePHI that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI/ePHI.

### **5. TERM AND TERMINATION**


- 5.1. Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date COUNTY terminates the contract for cause as authorized in Section 5.2, or for any other reason permitted under the contract, whichever is sooner.

- 5.2. Termination for Cause: Business Associate authorizes termination of the Contract by COUNTY if COUNTY determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by COUNTY.
- 5.3. Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI/ePHI received from COUNTY, or created, maintained, or received by Business Associate on behalf of COUNTY, shall:
  - 5.3.1. Retain only that PHI/ePHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.3.2. Destroy or return to COUNTY all remaining PHI/ePHI that the Business Associate still maintains in any form;
  - 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI/ePHI;
  - 5.3.4. Not use or disclose the PHI/ePHI retained by Business Associate other than for the purposes for which such information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and
  - 5.3.5. Destroy or return to COUNTY the PHI/ePHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.
- 5.4. Survival: The obligations of Business Associate under this Section shall survive the termination of the Contract.

## 6. INDEMNIFICATION AND MISCELLANEOUS

- 6.1. Indemnification: Business Associate shall indemnify, hold harmless and defend COUNTY from and against any and all claims, losses, liabilities, costs, including, but not limited to, reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness fees, and any and all fees and costs from appellate proceedings), civil and criminal penalties, and any and all other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and approved sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties' respective rights and obligations under this Section shall survive termination of the Contract.
- 6.2. Regulatory References: A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.
- 6.3. Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.
- 6.4. Interpretation: Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.

- 6.5. **Governing Law:** This Addendum and any action related thereto shall be governed by and interpreted under the laws of Pinal County. The parties expressly consent to the jurisdiction and venue of the COUNTY and federal courts of Arizona for any action arising from or related to this Addendum.

<p>Contractor hereby acknowledges receipt and acceptance of this HIPAA Business Associate Addendum and that a signed copy must be filed with the Pinal County Procurement Office.</p>	<p>The above referenced HIPAA Business Associate Addendum is hereby executed this _____ day of _____ 202__ by the County's Finance Department on behalf of Pinal County.</p>
<p>          _____          Signature Date</p>	<p>_____          County Representative Date</p>
<p><b>HAMILTON BAIDEN</b>          _____          Printed Name</p>	<p><b>Jeffrey McClure</b>          _____          Printed Name</p>
<p><b>CEO</b>          _____          Title</p>	<p><b>Chairman, Board of Supervisors</b>          _____          Title</p>
<p><b>Yoturn, LLC</b>          _____          Company/Vendor Name</p>	

## HERITAGE CARES ORDER FORM

This Order Form including the Terms and Conditions set forth herein, any Statements of Work (each, a "SOW") and any other addenda attached hereto or referenced herein (each of which are incorporated herein by this reference) (collectively, the "Agreement") describe and govern the relationship between YouTurn, LLC ("YouTurn") and the customer identified below ("Customer"). The Agreement will become effective as of the date when this Order Form is executed by authorized representatives of both Parties (the "Effective Date"). Customer acknowledges and agrees that the terms and conditions set forth below (the "Terms and Conditions") form a part of this Agreement and set forth the rights, obligations, restrictions and liabilities of the parties with respect to the Services. This Agreement, including any Terms and Conditions or the terms of any SOW, may only be modified by mutual written agreement of the parties. Any new or different terms and conditions proposed by either party in any document or writing are hereby expressly rejected and of no effect. Capitalized terms used but not defined herein shall have the meanings set forth in the Terms and Conditions or the SOW, as applicable.

**CUSTOMER INFORMATION:**

CUSTOMER NAME/DESIGNATED CONTACT: Pinal County / Matthew Thomas

ADDRESS: PO Box 1348 Florence, AZ 85132

PHONE: 520-866-5133

EMAIL: matthew.thomas@pinal.gov

TITLE: Chief Deputy

**Initial Term:** **36 Months**, provided that any SOW may include a different term applicable to such SOW

Services (as described in greater detail in the SOW)	Monthly Unit Price	UOM	Total Annual Amount
<ul style="list-style-type: none"> <li>• Heritage CARES Base Program</li> <li>• Heritage CARES Peer Recovery Coaching Program</li> </ul>	<b>\$28,125.00</b>	<b>12 Month Ea.</b>	<b>\$337,500.00</b>

Notes: This Order Form and any SOW attached hereto are specifically governed by the Terms and Conditions of Service set forth herein.

**1. Terms and Conditions of Service:** CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS READ THE TERMS AND CONDITIONS OF SERVICE ATTACHED HERETO AND, BY PLACING AN ORDER, ACCEPTING ANY SERVICES OR MAKING ANY PAYMENT HEREUNDER, CUSTOMER HEREBY EXPRESSLY AGREES TO BE BOUND BY AND COMPLY WITH ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE. **Payment Terms.** Customer shall pay YouTurn within thirty (30) days from invoice date for the fees set forth on the Order Form and the applicable SOW (as applicable) for access to and use of the Services (collectively, the "Fees"). The Fees exclude any applicable sales taxes, which shall be listed as a separate line item in this Order Form as set forth above or in the applicable SOW, if applicable. Interest shall accrue on all amounts not paid when due at a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less, from the due date until paid in full. Customer agrees to pay all costs of collection, including without limitation reasonable attorneys' fees, for any amounts not paid when due. Programs will continue to be billed annually in the foregoing manner until the program is cancelled or the Agreement is terminated as set forth herein. Program Fees are non-refundable; and Customer agrees that Customer shall not be entitled to any partial or pro rata refund in the event the program is cancelled or this Agreement is cancelled prior to the end of the applicable Term. The number of Authorized User programs may be increased at Customer's request, during the Term. Unless otherwise specified in a SOW, (i) the term of additional Authorized User programs shall share the same expiration timeline of the then-current Term; and (ii) pricing for any additional Authorized User programs shall be the same as that for the pre-existing programs, prorated for the remainder of the then-current Term. YouTurn may suspend Customer's and Authorized Users' access to the Services hereunder for so long as any amounts due hereunder are delinquent.

**2. Term and Termination.** Unless terminated earlier in accordance with the Agreement, the Agreement shall become effective as of the Effective Date and the initial term shall continue for the time period set forth on the applicable Order Form (the "Initial Term"). Thereafter, unless terminated in accordance with the Agreement, the Agreement shall automatically renew for two (2) one year term each, (a "Renewal Term") and, together with the Initial Term, the "Term"). Either party may terminate this Agreement in the event the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days following receipt of written notice thereof. Base program fees may be increased by YouTurn at the end of each year of the Term; provided that YouTurn may pass along to Customer the amount of any cost increases of any third party programming, services or material which are incorporated into or embedded into the Services. Either party may also terminate without cause upon sixty (60) days' written notice in advance of termination. Notwithstanding the foregoing, in order to protect the intellectual property rights of YouTurn and its licensors, YouTurn may disable any individual's access to the Services immediately if, in YouTurn's sole discretion, such individual's use of the Services violates the terms and conditions of this Agreement or the applicable SOW.

**3. Confidentiality.** For purposes of this Agreement, "Confidential Information" shall mean any non-public, confidential or proprietary information or data, whether communicated in writing, orally, or by any other method, and whether or not patentable or copyrightable, that is provided by one party (including any Authorized User or any party's affiliates) ("Discloser") to the other party ("Recipient") under this Agreement and that is (i) marked as "confidential" or "proprietary" by the Discloser at the time of disclosure, or within thirty (30) days after disclosure in written form; or (ii) information which a reasonable person engaged in a similar transaction would consider to be confidential information; further provided that, if such information or data relates to the Services, then such information and data will be "Confidential Information" whether or not it has been marked as "confidential" or "proprietary" by the Discloser. Without limitation, Confidential Information also includes Protected Health Information ("PHI"), as defined by Health Insurance Portability and Accountability Act of 1996 ("HIPAA") accessed in connection with the Services. YouTurn's Confidential Information will include the terms of this Agreement and any SOW, web site architecture and content, any of YouTurn's or its third party service providers' or vendors' technology, or computer software in all versions and forms of expression, manuals, notes, Documentation, technical information, drawings, diagrams, or specifications. Customer's Confidential Information shall include Customer Data, which means any non-public, proprietary data, information, or material provided or submitted to YouTurn by the Customer in connection with Customer's use of the Services. All Confidential Information will be maintained in confidence by the Recipient using at least the same degree of care as the Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, and will not be disclosed to a third party or used for any purposes except as set forth in this Agreement. The obligations described in this Section 3 will not apply to any Confidential Information that (i) is known by the Recipient at the time of receipt, and not through a prior disclosure by the Discloser, as documented by the Recipient's business records; is known to the public before its receipt from the Discloser, or thereafter becomes known to the public through no breach of this Agreement by the Recipient; (ii) is subsequently disclosed to the Recipient by a third party who is not under an obligation of confidentiality to the Discloser; or (iii) is developed by the Recipient independently of Confidential Information received from the Discloser, as documented by the Recipient's business records. Notwithstanding the obligations of confidentiality and non-use set forth in Section 3 the Recipient may use and disclose Confidential Information as may be reasonably required by it in order for the Recipient to perform its obligations and to exercise its rights under this Agreement. The Recipient may disclose Confidential Information: (a) to its employees, directors, agents, consultants, advisors, or other third parties for the performance of its obligations and exercise of its rights hereunder, provided such entities are under an obligation of confidentiality with respect to such information that is no less stringent than those of this Section 3; and (b) to the extent necessary to comply with a court order, or as otherwise required by law or by a regulatory agency or government body, provided that the Recipient shall first give notice to the Discloser (so long as such notice is not prohibited by law) and assist the Discloser, at the Discloser's expense, to block such disclosure and/or obtain a protective order to protect the confidentiality of such information. If the Recipient is nevertheless required to make such disclosure, the Recipient agrees to disclose only that portion of the Confidential Information that it is legally required to disclose, provided, however, the Recipient shall continue to be bound by the confidentiality and non-use provisions of Section 3 with respect to any Confidential Information disclosed by the Recipient pursuant to this Section 3. The Recipient shall immediately notify the Discloser of any actual or suspected unauthorized disclosure of Confidential Information. The parties agree that a breach or threatened breach of this Section 3 would result in irreparable harm to the non-breaching party, which breach would be inadequately compensated by money damages. Accordingly, the non-breaching party may, in addition to any other legal remedies that may be available, seek injunctive relief, including without limitation preliminary injunctive relief, prohibiting or enjoining any such actual or threatened breach of this Section 3. The parties agree that the non-breaching party will not be required to post a bond in seeking such injunctive relief.

**4. Warranties.** YouTurn represents and warrants that the Services shall conform to the description set forth in the applicable SOW and shall be provided in accordance with applicable law in a professional manner by qualified individuals. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY IMPLIED BY COURSE OF PERFORMANCE OF USAGE OF TRADE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES INCORPORATE THIRD PARTY SERVICES OR MATERIALS, WITH RESPECT TO WHICH YOUTURN MAKES NO REPRESENTATION OR WARRANTY. YOUTURN MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR OR INTERRUPTION FREE, WILL BE PERFORMED OR ACHIEVED BY ANY PARTICULAR DEADLINE OR WILL ACHIEVE OR ACCOMPLISH ANY PARTICULAR RESULTS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE INTENDED TO SUPPLEMENT, BUT NOT COMPLETELY REPLACE TRADITIONAL MEDICAL OR PSYCHIATRIC CARE. Customer represents and warrants to Heritage that it is and shall remain in compliance with any and all federal, state and local laws, rules and regulations applicable to Customer's business and that Customer shall implement, maintain and document comprehensive privacy and security policies and procedures in accordance with leading industry standards and all applicable laws, rules and regulations.

**5. Customer Restrictions.** Customer shall only access and use the Services in accordance with this Agreement and applicable law. Customer agrees that its access and use of the Services shall be limited to the number of Authorized Users identified in the Order Form or the applicable SOW, as applicable. Except as may otherwise be permitted in this Agreement, Customer shall not (a) reproduce, publish, display, distribute, sell, sublicense, transfer, rent, lease, broadcast, timeshare, loan, disclose, or otherwise make available the Services or any Content, or any part thereof, to any third party; (b) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Services or any Content, or any part thereof; (c) modify, translate,

adapt, alter, or create derivative works (as defined under the United States copyright laws) based upon the Services or any Content or any part thereof; (d) remove any proprietary notices, labels, trademarks, or service marks on any materials provided in connection with the Services; (e) merge the Services or any Content, or any component thereof, with another program (unless otherwise authorized pursuant to a specific deployment method identified in the applicable Order Form); (f) use the Services, or any component thereof, for any purposes other than those explicitly stated in this Agreement; (g) have any right to any source code for the Services or any Content (h) permit any party not specifically licensed herein to use the Services or any Content; or (i) use download functionality enhancement tools. Customer further agrees that Customer is solely responsible for the content of all visual, written, or audible communications made by Customer using the Services. Although YouTurn is not responsible for any such communications, YouTurn may delete any such communications at any time should YouTurn become aware of a communication that is unlawful, would constitute a criminal offense, or give rise to civil liability. In the event of the foregoing, YouTurn will provide prompt notice of such deletion to Customer, which notice may be provided electronically.

**6. Customer's Responsibility for Allowing Access.** Customer acknowledges that all of the restrictions on access to and use of the Services contained in this Agreement apply to the Authorized User. Customer will take all necessary steps to ensure compliance of the Authorized User therewith, and Customer will be liable to, and indemnify, YouTurn for any violations of this Agreement by any affiliate, employee, or agent of Customer whether or not such individual was an Authorized User.

**7. Customer Obligations.** Customer shall: (a) not swap or share the login identifications or passwords ("Logins") used to access the Services and associated with any Authorized User under any circumstance; (b) not use the provided storage to store any information that is extraneous to or unnecessary for the operation or legitimate use of the Services; (c) not use the user-defined fields to store sensitive personally identifiable information; (d) notify YouTurn immediately of any unauthorized use of any Logins used to access the Services or any other known or suspected breach of security; (e) report to YouTurn immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Customer to be infringing or unlawful; (f) notify YouTurn promptly if the Authorized User licensed to use any YouTurn Products set forth in the applicable Order Form is exceeded; and (g) promptly (i) execute any amendments to the applicable Order Form as necessary to memorialize such excess and (ii) pay fees associated with such excess.

**8. Indemnification.** (a) Customer shall indemnify, defend, release and hold harmless YouTurn and its affiliates and their respective officers, directors, equity holders, agents, employees and representatives (the "YouTurn Indemnified Parties") from and against any and all claims, suits, judgments, losses, liabilities, damages, settlements, fees, fines, penalties, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "Losses") arising in connection with Customer's (i) breach of any term of this Agreement (including the BAA or any other YouTurn policy or other exhibit attached hereto and incorporated herein by reference), (ii) breach of applicable law, (iii) negligence, willful misconduct or fraud, (iv) misappropriation of any intellectual or other property in connection with the Services, (v) breach of confidentiality, (vi) failure to obtain or maintain industry standard information and data security protocols or (vii) any decision, act or omission of Customer or any Authorized User or any other third party resulting from or arising in connection with Customer's or any Authorized User's (including his or her designated family and significant others' and their respective heirs', successors' and assigns') use of or access to the Services.

(b) YouTurn shall indemnify, defend, release and hold harmless Customer and its affiliates and their respective officers, directors, equity holders, agents, employees and representatives (the "Customer Indemnified Parties") from and against Losses arising in connection with YouTurn's (i) breach of any term of this Agreement (including the BAA or any other Customer policy or other exhibit attached hereto and incorporated herein by reference), (ii) breach of applicable law, (iii) negligence, willful misconduct or fraud, (iv) misappropriation of any intellectual or other property in connection with the Services, (v) breach of confidentiality, (vi) failure to obtain or maintain industry standard information and data security protocols or (vii) any decision, act or omission of Customer or any Authorized User or any other third party resulting from or arising in connection with YouTurn's or any Authorized User's (including his or her designated family and significant others' and their respective heirs', successors' and assigns') use of or access to the Services.

(c) Wherever the indemnification under this section applies, YouTurn is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Youturn indemnitors with respect to Customer indemnitees, and accordingly YouTurn is also responsible for any cooperation, contribution, or subordination between or amongst the Youturn indemnitors. In consideration of the award of the contract by a Customer indemnitee, Youturn hereby waives all rights of subrogation against Customer indemnities for losses arising from the work.

(d) It is the specific intention of the Customer and YouTurn that the Customer shall, in all instances, except for the gross negligent or willful acts of the Customer, be indemnified, defended and held harmless by the YouTurn from and against any all demands, claims, suits, losses, and damages.

**9. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, ITS AFFILIATES OR THIRD PARTY LICENSORS, SUPPLIERS OR SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, USE, SAVINGS, INCOME, GOODWILL, DATA, OR BUSINESS OPPORTUNITY, REGARDLESS OF THE NATURE OF THE CLAIM AND REGARDLESS OF WHETHER OR NOT ALL OTHER REMEDIES HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**10. Assignment.** YouTurn may delegate, assign, or subcontract its rights and/or responsibilities under this Agreement without the prior consent of Customer. Customer may not assign or subcontract its rights and/or responsibilities under this Agreement without YouTurn prior written approval.

**11. Governing Law and Venue.** This Agreement is governed by the laws of the state of Arizona without reference to its conflict of laws principles. Venue for any legal action or proceeding in connection with this Agreement shall reside exclusively within the federal and state courts of Arizona; and each party hereby expressly consents to the exclusive jurisdiction of such courts. Each party agrees to waive its right to a trial by jury.

**12. Miscellaneous.** YouTurn provides the Services as an independent contractor only and not as part of any employer, joint venture, partnership or other relationship. Neither party has the right to contractually bind the other in any manner. Should any part of this Agreement be held unenforceable, the remainder of the Agreement shall remain in full force and effect. The lack of either party's enforcement of a provision of this Agreement shall not constitute a waiver of any of such party's rights, including the right to enforce such provision in the future. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof.



YOUTURN, LLC

By:  \_\_\_\_\_

Print Name: Hamilton Baiden

Title: Chief Executive Officer

PINAL COUNTY

By: \_\_\_\_\_

Print Name Jeffrey McClure

Title: Chairman, Board of Supervisors

## STATEMENT OF WORK

THIS STATEMENT OF WORK (this "**SOW**") dated [\_\_\_\_], 20[\_\_\_], (the "**Effective Date**"), is made by and between YouTurn, LLC. ("**YouTurn**") and Pinal County, ("**Customer**"), pursuant to that certain Order Form (including the Terms and Conditions of Service included therein) entered into by and between Customer and YouTurn and dated [\_\_\_\_], 20[\_\_\_] (the "**Agreement**"), as amended from time to time by the Parties. Customer and YouTurn may each be referred to herein individually as a "**Party**" and together as the "**Parties**" as context so requires. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

### **1. Executive Summary and Definitions.**

- 1.1. "**Authorized User**" means an employee of Customer or a family member of such employee eligible to access the Services.
- 1.2. Customer and YouTurn agree that Customer shall pay the Program Fee which permits Customer to onboard no greater than **XXX** Authorized Users for the Initial Term.

2. **Base Program Standard Service:** Fees will include unlimited access to the Content program services, the Heritage Care Management Solution platform, implementation, marketing/engagement collateral and tactics, standard reporting. Available to all Customer participants and family members of participant, but subject to any limitations on the maximum number of Authorized Users permitted in connection with the Services ordered by Customer.

#### **2.1. Included Services**

- 2.1.1. Access to the care management platform
- 2.1.2. Access to online learning management platform
- 2.1.3. Implementation
- 2.1.4. Integration with other appropriate Customer stakeholders
- 2.1.5. Marketing materials to appropriately promote the service to Authorized Users
- 2.1.6. Engagement strategy to ensure Authorized Users are using the service
- 2.1.7. Regular reporting (monthly, quarterly, annual)

#### **2.2. Description of Included Services**

- 2.2.1. **Healthcare Assessment Platform:** This interface allows Authorized Users to access the healthcare platform which is designed to assess the risk of suicide and substance misuse and abuse.
- 2.2.2. **Online Learning Platform:** The platform allows confidential access for Authorized Users to support to help increase the Authorized User's understanding of stress, anxiety, and wellness and provide education on important topics.
- 2.2.3. **Implementation:** Set-up of Customer information; Collection and loading of all enrollment and related information.
- 2.2.4. **Integration:** Training calls with other key Customer stakeholders to educate them on Heritage program and establish a referral process.
- 2.2.5. **Marketing Materials:** Create marketing materials to promote the program to all Authorized Users. Including, but not limited to, digital signage, email content, one pager, brochure, letter to launch the program.
- 2.2.6. **Engagement Strategy:** Collaborate with Customer to create a plan that will create awareness across the duration of contract term.
- 2.2.7. **Regular Reporting:** Utilization details including enrollment numbers, topics of interest, trends, and outcome details.

3. **Peer Coaching Program Standard Services:** Fees will include unlimited monthly access to the Peer Coaching program. Available to all Customer participants and family members of participant, but subject to any limitations on the maximum number of Authorized Users permitted in connection with the Services ordered by Customer

#### **3.1. Included Services**

- 3.1.1. Assertive Community Engagement (ACE) Virtual Peer Coaching
- 3.1.2. Implementation
- 3.1.3. Integration with other appropriate Customer stakeholders
- 3.1.4. Marketing materials to appropriately promote the service to Authorized Users
- 3.1.5. Engagement strategy to ensure Authorized Users are using the service
- 3.1.6. Regular reporting (monthly, quarterly, annual)

#### **3.2. Description of Included Services**

- 3.2.1. **Assertive Community Engagement (ACE) Virtual Peer Coaching:** This will include communications between an Authorized User and an ACE trained virtual Peer Coach provided by Heritage. The Coach and the Authorized User shall meet at regular intervals as agreed upon between the coach, Heritage, and the Authorized user. All exchanges will be held in a confidential nature unless prohibited by law.
- 3.2.2. **Implementation:** Set-up of Customer information; Collection and loading of all enrollment and related information.

- 3.2.3. Integration: Training calls with other key Customer stakeholders to educate them on the Peer Coaching program and establish a referral process.
- 3.2.4. Marketing Materials: Create marketing materials to promote the program to all Authorized Users. Including, but not limited to, digital signage, email content, one pager, brochure, letter to launch the program.
- 3.2.5. Engagement Strategy: Collaborate with Customer to create a plan that will create awareness across the duration of contract term.
- 3.2.6. Regular Reporting: Utilization details including enrollment numbers, topics of interest, trends, and outcome details.

4. Program Standard Payment Terms: Fee will be assessed on a monthly basis to be paid up front monthly. The total amount per month is \$28,125.00.

5. **SOW Term.**

5.1. The term of this SOW (“Term”) shall commence on the Effective Date and shall terminate as set forth on the Order Form.

6. **Authorized Users.**

6.1. The estimate number of inmates for the Base Program Standard Services is 150. This includes nine (9) months of Peer Coaching Standard Services.

6.2. Employees of the Customer and family member of such employees will be unlimited for both Base Program and Peer Coaching Standard Services.

7. **Authorized Customer Personnel,**

7.1. Heritage personnel will accept direction only from the following Customer employees or officers, or such other Customer personnel, as they designate: [Click or tap here to enter text.](#)

8. **Peer Coaching**

If included in the Order Form, Peer Coaching is a service for individuals and their families who desire assistance from Heritage to provide support that may be necessary to improve the likelihood of sustaining abstinence and improving overall life functioning. Coaches are familiar with resources that can advance recovery. Coaching is not a professional clinical service, does not guarantee that a person will sustain remission from his or her addiction, and does not replace any treatment arrangement established by the individual with an experienced addiction counselor or other medical program.

HERITAGE COACHING SERVICES

Heritage Coaches will continue to support Authorized Users in their recovery. The Coaching services may be provided by various methods of communication.

Customer acknowledges and agrees that those who participate in the program must agree to the following:

PARTICIPANT RESPONSIBILITIES

- I understand and agree that the decisions I make in the recovery coaching program are mine and not solely the responsibility of my Coach.
- I agree to keep appointments made on my behalf and if unable to, I will notify my coach.
- I agree to have open and honest communication with my Coach.
- I agree that I will not hold my Coach or Heritage or any of their third party service providers or vendors legally responsible for decisions I make or actions I take.

I agree to comply with any other terms and conditions provided to me in writing by Heritage, including any terms of use which may apply to my access of Heritage materials and Services online.

CONFIDENTIALITY

Recovery Coaches will honor privacy to the extent possible while still ensuring the safety of the participant. Heritage will communicate with other staff involved with treatment and will advise the Authorized User’s designated family and significant others of events of which we become aware that we believe constitute emergency or life-threatening circumstances including a resumption of drug and/or alcohol use.

**IN WITNESS WHEREOF**, the parties have caused this SOW to be executed as of the Effective Date by their duly authorized representatives.

**YOUTURN, LLC.**

**By:** 

**Name:** Hamilton Baiden

**Title:** Chief Executive Officer

**Date:** 05/23/22

**PINAL COUNTY**

**By:** \_\_\_\_\_

**Name:** Jeffrey McClure

**Title:** Chairman, Board of Supervisors

**Date:** 06/08/2022



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

# Purchase Order

**Pinal County Finance Department**  
Purchasing Division  
P.O. Box 1348  
Florence, AZ 85132

**PO Number**

**247242**

This number must appear on all documents pertaining to this order.

**PO Date: 5/26/2022**

**Page: 1 of 1**

<b>Mail Invoice to:</b> Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 <b>Or</b> <b>email invoice to:</b> <a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a>	<b>Ship to:</b> INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	<b>Supplier:</b> CDW GOVERNMENT 75 REMITTANCE DR STE 1515 CHICAGO IL 60675-1515  Phone: 877 - 853 - 0557 Fax: 847 - 371 - 2100  <b>Confirming to: JEFF BUTCHKO</b>
<b>Buyer: Brisna Canizalez, Buyer</b> <b>Phone: 520 - 866-6223</b> <b>Email: <a href="mailto:brisna.canizalez@pinal.gov">brisna.canizalez@pinal.gov</a></b>	<b>Requested Delivery Date: 6/9/2022</b> <b>Payment Terms: Net 30</b> <b>Shipping Terms: FOB Destination</b>	

The terms and conditions of the following contract apply to this Purchase Order:

**Contract Entity** State of Arizona  
**Contract Number** ADSPO17-149774  
**Contract Expiry** 6/30/2022

**Reference:** Quote # MSWV999

Department Contact: Robert Stanley - [robert.stanley@pinal.gov](mailto:robert.stanley@pinal.gov) | Chrisitne Trent - [christine.trent@pinal.gov](mailto:christine.trent@pinal.gov) | Nicole Hudson - [nicole.hudson@pinal.gov](mailto:nicole.hudson@pinal.gov) | Freddy Ontiveros - [freddy.ontiveros@pinal.gov](mailto:freddy.ontiveros@pinal.gov)

Vendor Contact: Jeff Butchko - [jeffbut@cdwg.com](mailto:jeffbut@cdwg.com)

ALL SOFTWARE LICENSES MUST BE EMAILED TO: [ITLICENSES@PINAL.GOV](mailto:ITLICENSES@PINAL.GOV)

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	500.00	EA		Microsoft Office Pro Plus	\$397.22	\$198,610.00
2		LS		Sales tax	\$0.00	\$13,306.87

**Total Order : \$211,916.87**

**NOTE :**

Failure to send invoice to above address will result in delay of payment.  
Direct all payment questions to Accounts Payable at 520-866-6397.  
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

# QUOTE CONFIRMATION



DEAR CHRISTINE TRENT,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.


QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MSWV999	5/4/2022	OFFICE PRO X 500	1166016	\$211,916.87

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Office LTSC Professional Plus 2021 - license - 1 PC</a> Mfg. Part#: 79P-05855 Electronic distribution - NO MEDIA Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)	500	6722875	\$397.22	\$198,610.00

PURCHASER BILLING INFO		SUBTOTAL	\$198,610.00
<b>Billing Address:</b> PINAL COUNTY FINANCE DEPT. ACCTS PAYABLE PO BOX 1348 FLORENCE, AZ 85132-3027 <b>Phone:</b> (520) 868-6264 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$13,306.87
		GRAND TOTAL	\$211,916.87
	<b>DELIVER TO</b>	<b>Please remit payments to:</b>	
<b>Shipping Address:</b> PINAL COUNTY CHRISTINE TRENT 75 NORTH MAIN STREET FLORENCE, AZ 85132 <b>Phone:</b> (520) 868-6264 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Jeff Butchko	(877) 853-0557	jeffbut@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager  
© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

	<b>Contract Amendment</b>		State of Arizona State Procurement Office 100 N. 15 <sup>TH</sup> Avenue, Suite 402 Phoenix, AZ 85007
	Contract No.: ADSP017-149774		PAGE 1 OF 1
	Amendment No.: Nine (9) APP No.: Four (4)		
<b>CONTRACTOR:</b> CDW Government, LLC 230 North Milwaukee Ave Vernon Hills, IL 60041  <b>CONTACT: John ARmijo</b> <b>PHONE:</b> (619) 358-8651 <b>EMAIL:</b> <a href="mailto:John.Armijo@cdwg.com">John.Armijo@cdwg.com</a>		<b>STATE AGENCY:</b> AZ Department of Administration State Procurement Office 100 N. 15 <sup>th</sup> Avenue, Suite 402 Phoenix, AZ 85007  <b>CONTACT: Rana Schultz</b> <b>PHONE:</b> (602) 542-2927 <b>EMAIL:</b> <a href="mailto:Rana.Schultz@azdoa.gov">Rana.Schultz@azdoa.gov</a>	

**Software Value Added Reseller (SVAR)**

Pursuant to Exhibit C, of the State of Arizona’s Participating Addendum to the Master Agreement No. ADSP016-130652, State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through June 30<sup>th</sup>, 2022.
2. All other terms, conditions and provisions remain unchanged.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

*\* Please ensure all required Certificates of Insurance are updated and submitted to the State Procurement Office.*

**ACKNOWLEDGEMENT AND AUTHORIZATION**

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.