

**PROVIDER AGREEMENT BETWEEN THE CITY OF  
PHOENIX AND COMMUNITY BRIDGES, INC. FOR  
THE OPERATION OF THE CENTRAL CITY  
ADDICTION RECOVERY CENTER**

City of Phoenix Contract No. 147736

This Provider Agreement ("Agreement") is made and entered into by and between the City of Phoenix, Arizona, an Arizona municipal corporation, ("City") and Community Bridges, Inc., an Arizona non-profit corporation, ("CBI") and shall be effective January 1, 2018 and shall terminate December 31, 2022. This Agreement will set out the terms between the Parties to provide for the operation of the Central City Addiction Recovery Center ("CCARC") on the grounds of the Arizona State Hospital ("ASH"). City and CBI are collectively referred to as "Parties" and individually as a "Party."

**RECITALS**

- A. The City had an intergovernmental agreement, City Contract No. KR97-2122-ALS, with the Arizona Department of Health Services ("ADHS") for the construction, operation, and maintenance of CCARC (formerly "LARC") on the grounds of the ASH pursuant to the terms of A.R.S. § 36-2022 ("IGA"). The IGA expired on December 31, 2017.
- B. The City did construct the facility that houses CCARC ("Facility").
- C. Pursuant to section 9.4.1 of the IGA, the City maintains ownership of the Facility and has the right to continue to use it for CCARC after the IGA expires.
- D. Mercy Maricopa Integrated Care ("Mercy Maricopa") is a regional behavioral health authority ("RBHA"), as defined in A.R.S. § 36-3401, that has a contract with the State of Arizona for the delivery of behavioral health services in Maricopa County.
- E. CBI is a Service Provider, as defined in A.A.C. R9-21-101, at CCARC.
- F. The State of Arizona's duties with respect to the delivery of behavioral health care have been transferred from ADHS to the Arizona Health Care Cost Containment System ("AHCCCS"). DHS has indicated that it will not renew the IGA for the Facility. The Parties wish to enter into this Agreement so that CBI may continue to use the Facility for the operation of CCARC.
- G. The City has entered, or will enter, into an intergovernmental agreement with ADHS for the occupancy of the Facility ("IGA").

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the Parties agree as follows:

## **AGREEMENT**

### **ARTICLE I. TERM**

1.1 This Agreement will become effective on January 1, 2018 and will expire on December 31, 2022. Upon written agreement of the Parties, the Agreement may be extended an additional five-year period, expiring on December 31, 2027.

1.2 The duration of this Agreement is subject to the provisions of Article X, Termination.

### **ARTICLE II. SCOPE OF SERVICES**

#### CBI's Duties

2.1 Operations. CBI will be the service provider that qualifies under the definition contained in A.A.C. R9-21-101 ("Service Provider") to provide for the operation and maintenance of CCARC and the Facility as an establishment for the intake, treatment, and evaluation of intoxicated persons contemplated by Article 2, Chapter 18, Title 36 of the Arizona Revised Statutes. CBI agrees that it will provide:

2.1.1 Reception and Intake. For the reception and intake of individuals referred to the CCARC for evaluation and treatment by the City of Phoenix Police and Fire departments and other public safety agencies ("Intake Detention Service").

2.1.2 Intake Detention Services. That the Intake Detention Service will be operated twenty-four hours per day, seven days per week, holidays included, for triage, evaluation, and appropriate treatment of clients incapacitated by alcohol or drugs. The Services will be staffed by a registered nurse and an appropriate number of staff attendants to process the volume of clients admitted. A physician must oversee the medical detoxification services provided.

2.1.3 Client Capacity. That client capacity will be limited to the space available in the Facility to adequately meet the needs of the clients.

2.1.4 Client Discharge. That CBI will adopt appropriate discharge procedures and employ reasonable efforts to minimize the unsupervised, on-site release directly into the Van Buren Street environs of clients who do not reside or work in the Van Buren Street area.

2.1.5 Rent. CBI will pay the City all amounts due to ADHS under the IGA ten (10) days before the amounts are due.

2.1.6 Licensure. CBI will possess all valid certifications and/or licenses as required by federal, state or local laws.

2.2 Maintenance and Furnishings. CBI will provide for the maintenance of the Facility and related equipment as follows:

2.2.1 Furnishings and Equipment. Provide for the capital acquisition or replacement costs for furnishings and equipment necessary to operate the CCARC and the Facility and maintain, repair or replace the furnishings and equipment so as to maintain a standard of maintenance and quality consistent with the customary practices for health care facilities in the Phoenix metropolitan area.

2.2.2 Facility Maintenance. Repair and maintain the Facility in good order and condition, except for reasonable wear and tear, in safe and debris-free order, repair, and condition in accordance with existing laws and ordinances affecting the Facility. Building maintenance must include janitorial services and repairs other than to major capital systems as described in section 2.3 of the Agreement except that CBI will be responsible for all repairs necessitated by CBI's sole negligence or that of its employees, contractors, or clients. In addition to performing actual facility repair and maintenance, be responsible for preventative maintenance, code required inspections, and submission of an annual maintenance report that includes completed work, existing facility deficiencies and expenses of building operations and maintenance. The reporting is due within 30 days of the closing of CBI's fiscal year.

2.2.3 Systems. CBI will make no alterations or improvements to the HVAC mechanical, fire suppression systems, and electrical system without prior approval from the City, which approval shall not be unreasonably withheld.

2.2.4 Compliance with Law. All repair and modification of space shall be done in accordance with local ordinances, codes, and regulations covering such modifications including, but not limited to, the Americans with Disabilities Act ("ADA"). Any alteration or improvement commenced by CBI will be completed expeditiously and in compliance with all laws, rules, and regulations or any governmental authorities having jurisdiction over the Facility.

### City's Duties

2.3 Capital Replacement Funding. The City is responsible for the replacement of major capital items at the Facility including the heating, ventilation and air-conditioning systems; plumbing and electrical systems; roof; and, parking lot paving.

2.4 Annual Funding. The City will pay CBI fifty-thousand dollars (\$50,000.00) per quarter to be used by CBI exclusively for the costs associated with building operations and maintenance at CCARC. CBI is responsible for costs associated with building operations and maintenance in excess of the annual \$200,000 described

herein. The first payment will be made on March 31, 2018. Payments will be made each year on March 31, June 30, September 30, and December 31 until termination of the Agreement.

2.5 Appropriations. CBI acknowledges the provisions of this Agreement for payment of funds by City and City incurring any financial obligation under this Agreement will be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The obligation of City to make any payment pursuant to this Agreement is a current expense of City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of City. If performance under this Agreement by the City shall ever be dependent on the appropriation of funds by the City Council of the City of Phoenix, and if the City Council fails to appropriate the necessary funds for such performance, then by written notice to CBI the City may cancel this Agreement. The City agrees to make annual budget requests to the City Council for appropriations sufficient to carry out its responsibilities under this Agreement.

### **ARTICLE III. RECORDKEEPING AND REPORTS**

3.1 Recordkeeping. CBI agrees to keep, in a form acceptable to both Parties, adequate records of the CCARC operation pursuant to this Agreement. The content of such records shall include financial operations; client demographics, service, duration, disposition, and recidivism. The City reserves the right, at reasonable times, to audit CBI's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept for a period of five years following termination of the Agreement.

3.2 Reports. CBI will provide quarterly operating reports and an annual (fiscal year) report to the City showing financial and program operations in such details and formats as shall be agreed upon by the Parties.

### **ARTICLE IV. CONFIDENTIALITY AND DATA SECURITY**

4.1 Data Disclosure. Except as specifically provided in this Agreement, CBI will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

4.2 Data Secured. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, CBI must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

4.3 Compromised Data. In the event that data collected or obtained by CBI in connection with this Agreement is believed to have been compromised, CBI will notify the City Privacy Officer immediately. CBI agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

4.4 Service Providers. CBI agrees that a violation of this Article will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Article may result in immediate termination of this Agreement without notice.

4.5 Survival. The obligations of CBI under this Article will survive the termination of this Agreement.

## **ARTICLE V. INDEMNIFICATION**

5.1 Indemnification Clause. CBI ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of CBI or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Agreement. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of CBI to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. CBI must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. CBI will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, CBI waives all rights of subrogation against Indemnitee for losses arising from the work performed by CBI under this Agreement. The obligations of CBI under this provision survive the termination or expiration of this Agreement.

## **ARTICLE VI. INSURANCE**

6.1 Requirements. CBI and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by CBI and its agents, representatives, employees and sub-consultants in the amounts contained on Exhibit A attached hereto and incorporated herein. CBI and its subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Agreement.

## **ARTICLE VII. INDEPENDENT CONTRACTOR**

7.1 Employment Disclaimer. This Agreement is not intended to constitute,

create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement. The Parties agree that no individual performing under this Agreement on behalf of CBI will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. CBI will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

## **ARTICLE VIII. LEGAL WORKER REQUIREMENTS**

8.1 E-Verify. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that it and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214. A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement. The City retains the legal right to inspect CBI papers or those of its subcontractor employee(s) who work(s) on this Agreement to ensure that CBI or subcontractor is complying with the warranty herein.

## **ARTICLE IX. STANDARD TERMS**

9.1 Compliance with Laws. CBI will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on CBI, a request for an amendment may be submitted pursuant to this Agreement.

9.2 Amendments. No alteration or variation of the terms of this Agreement will be binding on the Parties herein unless such alteration or variation is in writing and signed by each of the Parties. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the Parties herein.

9.3 Notices. Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) deposited with any commercial air courier or express delivery service; or (4) deposited in the United States mail, postage prepaid.

If to CBI:  
Community Bridges Inc.  
John Hogeboom, Deputy CEO  
1855 W. Baseline Rd. Ste. 101  
Mesa, AZ 85202

If to City:  
City of Phoenix  
Human Services Department  
Management Services Division – Procurement Section  
200 W. Washington St., 18<sup>th</sup> Floor  
Phoenix, AZ 85003-1611

Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the second day after its deposit with any commercial air courier or express delivery service; or (4) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received. Notices sent by e-mail will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

9.4 Integration. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto that is not embodied in this Agreement, and no Party will be bound by or liable for any statement of intention not so set forth.

9.5 Governing Law; Forum; Venue. This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

9.6 Claims Or Demands against the City. CBI acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, CBI agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18,

Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

9.7 No Israel Boycott. By entering into this contract, CBI certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

9.8 Background Screening. Because of the nature of the service being provided pursuant to this Agreement, the City has determined that the risk level and background screening required for this Agreement is MAXIMUM RISK and that contract workers must meet the background screening requirements for maximum risk as described in Exhibit B attached hereto and incorporated herein.

9.9 Assignment. With the City's written approval, CBI may assign this Agreement to a successor Service Provider.

#### **ARTICLE X. TERMINATION**

10.1 Termination for Cause. In the event of a material breach of any of the provisions of this Agreement, the non-defaulting Party may terminate this Agreement by delivering written notice to the defaulting party specifically setting forth the nature of the breach. Upon being served with such notice, the defaulting Party has ninety days in which to cure the breach. If the breach has not been cured within the ninety days, then this Agreement will be deemed terminated as set forth in the notice, and both Parties shall perform their respective obligations up to the effective date of the termination.

10.2 Termination for Non-Appropriation. This Agreement may be terminated by the City if the City Council reduces the appropriation for the CCARC program such that any remaining appropriation is insufficient to fund the responsibilities assumed by the City under this Agreement for any fiscal year.

10.3 Termination for Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

#### **ARTICLE XI. NONDISCRIMINATION**

11.1 CBI, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. CBI will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising,




layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. CBI further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement, and that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Agreement entered into by Contractor. If CBI employs more than 35 employees, CBI further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, an Arizona municipal corporation  
ED ZUERCHER, City Manager


*7/24/14*  
  
\_\_\_\_\_  
MARCHELLE F. FRANKLIN  
INTERIM HUMAN SERVICES DIRECTOR

ATTEST:


  
\_\_\_\_\_  
City Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Acting City Attorney

Community Bridges Inc.

By:   
\_\_\_\_\_  
FRANK SCARPATI, ED. D  
PRESIDENT/CEO

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**EXHIBIT A**

**1. INSURANCE REQUIREMENTS:**

These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in this exhibit are sufficient to protect CBI from liabilities that might arise out of the performance of the work under this Agreement by CBI, its agents, representatives, employees or subcontractors and MMIC is free to purchase additional insurance as may be determined necessary.

**1.1. MINIMUM SCOPE AND LIMITS OF INSURANCE:** CBI must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**1.1.1. Commercial General Liability – Occurrence Form**

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

General Aggregate \$2,000,000  
Products – Completed Operations Aggregate \$1,000,000  
Personal and Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000

The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of MMIC."

**1.1.2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**2. ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include, the following provisions:

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by CBI even if those limits of liability are in excess of those required by this Agreement.
  - CBI insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
3. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Agreement, CBI must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **City of Phoenix, Human Services Department, Contracts Section, 200 W. Washington St. 18<sup>th</sup> Floor, Phoenix, AZ 85003-1611.**
  4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect CBI from potential insurer insolvency.
  5. **VERIFICATION OF COVERAGE:** MMIC must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement must be sent directly to **City of Phoenix, Human Services Department, Contracts Section, 200 W. Washington St. 18<sup>th</sup> Floor, Phoenix, AZ 85003-1611.** The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

6. **SUBCONTRACTORS:** MMICs' certificate(s) must include all subcontractors as additional insureds under its policies or CBI must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

7. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## EXHIBIT B

### CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

CBI agrees that all CBI and subcontractors' workers (collectively "Contractor's Worker(s)") that CBI furnishes to the City pursuant to this agreement shall be subject to background and security checks and screening (collectively "Background Screening") at CBI's sole cost and expense as set forth in this section. The background screening provided by CBI shall comply with all applicable laws, rules and regulations. MMIC further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect CBI from any liabilities that may arise out of the CBI's services under this agreement or CBI's failure to comply with this section. Therefore, in addition to the specific measures set forth below, CBI and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

#### A. BACKGROUND SCREENING REQUIREMENTS AND CRITERIA

Because of the varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this agreement is **MAXIMUM RISK**.

##### 1. Minimum Risk Level

A minimum risk background screening shall be performed when the contract worker:

- (i) will not have direct access to City facilities or information systems;
- or
- (ii) will not work with vulnerable adults or children; or
- (iii) when access to City facilities is escorted by City's workers.

The background screening for minimum risk shall consist of the screening required by A.R.S. § 41-4401 and following to verify legal Arizona worker status.

##### 2. Standard Risk Level

A standard risk background screening shall be performed when the contract worker's work assignment will:

- (i) require a badge or key for access to City facilities; or

- (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- (iii) allow unescorted access to City facilities during normal and non-business hours.

The background screening for this standard risk level shall include the background screening required for the minimum risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the contractor worker has lived at any time in the preceding seven (7) years from the contract worker's proposed date of hire.

### **3. Maximum Risk Level**

A maximum risk background screening shall be performed when the contract worker's work assignment will:

- (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
- (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- (iii) have unescorted access to City data centers, money rooms, or high-valve equipment rooms; or
- (iv) have access to private residences; or
- (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search. If notified by the City, the screening must also include a credit check and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-27.

### **B. CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING**

By executing this agreement, CBI certifies and warrants that CBI has read the

background screening requirements and criteria in this section, understands them and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, CBI further certifies and warrants that CBI has satisfied all such background screening requirements for the minimum and standard risk background screening as required. In addition, for maximum risk background screening, CBI shall furnish to **enter department contact information** for the City's review and approval of such background screenings for any contract worker considered for performing services under this agreement where human safety or facility security is classified as a maximum risk level. The subject contract worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until CBI has received the City's written acceptance of the subject contract worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the contract workers proposed by CBI for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

**C. TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS**

CBI shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.

**D. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY**

The background screening requirements of this section are material to City's entry into this agreement and any breach of this section by CBI shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, CBI shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by CBI or the City for failure to satisfy this section.

**E. CONTINUING DUTY; AUDIT**

CBI's obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. CBI shall notify the City immediately of any change to a maximum risk background screening of a contract worker previously approved by the City. CBI shall maintain all records and documents related to all background screenings and the City reserves the right to audit CBI compliance with this section.