

	COMPETITION IMPRACTICABLE CONTRACT AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N 18th Ave., Ste. #530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR071079	AMENDMENT NO.: One (1)	

Outside Legal Counsel – Sober Living Facilities

Effective upon signature by both parties it is mutually agreed that the Contract is amended as follows:

1. Pursuant to the Uniform Terms and Conditions, Provision Five (5), Contract Changes, Section 5.1, the Contract is hereby revised as follows:

- 1.1 Special Terms and Conditions **4. Authority to Contract** currently reads:

“This Contract is a single-agency contract issued by the ADHS and for its sole use only.”

Is **MODIFIED** to now read:

“This Contract is a **multi-agency** contract issued by the ADHS for **the use by ADHS and ADOA.**”

- 1.2 Scope of Work **1. Definitions, 1.1 ADHS** currently reads:

“**ADHS:** Arizona Department of Health Services.”

Is **MODIFIED** to now read:

“**ADHS:** Arizona Department of Health Services. **For the purposes of this agreement, the use of ADHS shall be interpreted to include ADOA – Arizona Department of Administration throughout the Contract. Any rights given to ADHS shall also extend to ADOA.**”

- 1.3 Scope of Work **3. Objective** is revised to **ADD** the following language:

This Contract is established under Arizona Administrative Code (A.A.C.) R2-7-E303, Competition Impracticable Procurements, and the CI Determination signed April 8, 2024, between the ADHS and Coppersmith Brockelman, PLC to provide the Services described herein. ADOA is added as an eligible user to the contract under Arizona Administrative Code (A.A.C.) R2-7-E303(E), and the CI Determination modified and signed on November 6, 2024.

- 1.4 Scope of Work **7. Notices, Correspondence and Reports**, 7.1 is revised to **ADD** contacts for ADOA as follows:

Bruce Brown

Liability Adjuster

Risk Division

Arizona Department of Administration

480-376-3410

bruce.brown@azdoa.gov

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Patti Hageman
 Deputy Assistant Director
 Risk Division
 Arizona Department of Administration
 520-465-7825
Patti.Hageman@azdoa.gov

1.5 Scope of Work **7. Notices, Correspondence and Reports**, 7.2 is revised to **ADD** an invoice contact for ADOA as follows:

“Invoices from the Contractor to ADOA shall be submitted electronically to bruce.brown@azdoa.gov”

1.6 Attachment “Price Sheet” is **REPLACED** in its entirety with “**Price Sheet Revised 11/1/2024.**”

1.7 Attachments “Participation in Boycott of Israel” and “Forced Labor of Ethnic Uyghurs Ban” are **REVISED** to indicate which checkbox options apply.

ALL CHANGES ARE REFLECTED IN **RED**

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of this amendment and that a signed copy must be filed with the Procurement Office before the effective date.  Andy Gaona (Nov 7, 2024 13:05 MST)	The above-referenced Contract Amendment is hereby executed and effective on <u>Nov 7, 2024</u> . (To be filled out by Procurement Office)
Contractor Signature	 Gina Corwin Chief Procurement Officer
Nov 7, 2024	
Contractor Signature Date	
D. Andrew Gaona Partner Authorized Signatory's Name and Title	
Coppersmith Brockelman, PLC	
Contractor's Name	Chief Procurement Officer Signature or Designee

CONTRACT No. CTR071079**Price Sheet****Fixed Price/Hourly Price Sheet****Revised 11/1/2024**

Name of Counsel, Paralegal, Legal Assistant or Law Clerk anticipated to work on this assignment	Title	Counsel Bar Number	Hourly Rate
D. Andrew Gaona	Lead Counsel	028414	\$400/hr
Keith Beauchamp	Counsel	012434	\$500/hr
Marvin Ruth	Counsel	024220	\$425/hr
Austin Yost	Counsel	034602	\$350/hr
Malvika Sinha	Counsel	038046	\$350/hr
Andrew Fox	Counsel	034581	\$350/hr
Kym Derus	Paralegal		\$150/hr
Diana Hanson	Legal Assistant		\$50/hr
Total Contract Not to Exceed			\$3,000,000

	Participation in Boycott of Israel		Arizona Department of Health Services 150 North 18 th Ave, Suite 530 Phoenix, AZ 85007
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Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror **shall** select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

In compliance with A.R.S. § 35-393 et seq., all offerors must select one of the following:

- ☒ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 et seq. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 et seq.
- ☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Coppersmith Brockelman PLC

Company name

2800 N. Central Ave., Suite 1900

Address

Phoenix, AZ 85004

City

State

Zip



Signature of person authorized to sign

D. Andrew Gaona, Partner

Printed name and title

agaona@cblawyers.com

Email address

602-381-5486

Phone number

	Forced Labor of Ethnic Uyghurs Ban		Arizona Department of Health Services 150 North 18 th Ave, Suite 530 Phoenix, AZ 85007
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Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

- ☒ The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- ☐ The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor**
 Indicate which of the following statements applies to the Contractor (may be more than one):
- ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

Coppersmith Brockelman, PLC

Company Name
 2800 N. Central Ave., Suite 1900
 Address
 Phoenix, AZ 85004
 City, State, ZIP


 Signature of person authorized to sign
 D. Andrew Gaona, Partner
 Printed name and title
 agaona@cblawyers.com 602-381-5486
 Contact email address Contact phone number