SERVICE CONTRACT #GVA-20-031920-01

Between the

STATE OF ARIZONA
THE ARIZONA OFFICE OF THE GOVERNOR

And

BETLACH CONSULTING LLC

This service contract (the "contract") is entered into by and between the State of Arizona, Office of the Governor, located at 1700 W. Washington St., 9th Floor, Phoenix, AZ 85007 and **Betlach Consulting LLC** ("Contractor").

I. PURPOSE OF CONTRACT

Arizona Office of the Governor desires to retain the services of Contractor solely for assistance to this Office as a Consultant and in the following amount set forth below.

II. TERM OF CONTRACT/ EFFECTIVE DATE

The term of the contract shall commence **March 19, 2020** and shall remain in effect until **June 2, 2020**, unless terminated, canceled or extended as otherwise provided herein.

III. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_(Rev 7-1-13) are incorporated into this contract as if fully set forth herein. Copies of this document may be accessed at: https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%20 7-1-2013%29.pdf. In the event of any divergence between this contract and the Uniform Terms and Conditions, the contract shall control. Contractor warrants that he has read and understands the Uniform Terms and Conditions V9_(Rev 7-1-13), and agrees to be bound by them in their entirety.

IV. WORK STATEMENT AND GENERAL PROVISIONS

The parties mutually agree as follows:

A. Costs

For time, in-state travel and costs for services described in this agreement, the Office of the Governor will compensate Contractor $200 per hour, not to exceed $99,000.

Contractor shall submit invoices for work done the prior month to the Arizona Office of the Governor. Payment from the Arizona Office of the Governor will be made within thirty (30) business days of receipt of invoice. Payments shall comply with the requirements of A.R.S. Titles 35 and 41.

The Arizona Office of the Governor is not responsible for withholding, and will not withhold, FICA or taxes of any kind from any payments it owes Contractor.

B. Description of Services and Contractor Requirements

The Contractor shall begin duties under this contract on March 19, 2020. This contract shall not be interpreted to guarantee any amount of assignments and the parties agree that the decision to make or withhold assignments is within the sole discretion of the Arizona Office of the Governor.

The Contractor shall be responsible for the following work as assigned by the Arizona Office of the Governor:

1. Assign contractor's employee, Tom Betlach to fulfill the duties under the agreement. Betlach Consulting LLC may subcontract to Speire Healthcare Strategies without prior approval per section 5.2 of the standard terms and conditions.
2. Be assigned to the Department of Economic Security to oversee day-to-day operations as a special advisor to the Director.
3. Lead the Department of Economic Security while the interim Director is leading the COVID-19 response.
4. Be available to the Governor's Office executive leadership on an as-needed basis for consultation.
5. Provide daily and weekly updates on operations at the Department of Economic Security, issues identified and successes achieved to the Chief of Operations and executive leadership.
6. Attend meetings and evaluate issues and assist in the development of strategy, as requested by the Chief of Staff of the Arizona Office of the Governor or designee.

Contractor shall not participate in any activity under this contract that would be defined as "lobbying" in violation of A.R.S. §41-1234.

The Office of the Governor shall be responsible for the following:

a. Communicating Contractor's assignments and other responsibilities
b. Identify reporting structure and guidelines.

Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Arizona Office of the Governor. The Arizona Office of the Governor will determine the work to be done by Contractor, but Contractor will determine the legal means by which Contractor accomplishes the work specified by the Arizona Office of the Governor.

Contractor is not entitled to receive benefits that employees of the Arizona Office of the Governor are entitled to receive, including, but not limited, to workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

The Arizona Office of the Governor retains no control or direction over Contractor or over the detail, manner or methods of performance of the services by Contractor. The Arizona Office of the Governor does not have the authority to supervise or control the work of Contractor except as to the assignment and results of the work performed.

Contractor will follow all applicable laws, rules, and regulations for work performed under this contract. All of Contractor's time billed under this contract will be in furtherance of the assignments from the Arizona Office of the Governor and will not include campaign, political fundraising, political endorsement, or electioneering activities.

V. APPLICABLE LAW

In accordance with A.R.S. § 41-2501, *et seq.*, and Arizona Administrative Code R2-7-101, *et seq.*, the contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

VI. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Arizona Office of the Governor under the contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to the Arizona Office of the Governor in the event this provision is exercised, and the Arizona Office of

the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VII. AUDIT

In accordance with A.R.S. § 35-214, Contractor shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by Arizona Office of the Governor at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

VIII. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, Arizona Office of the Governor may within three years after execution cancel the contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Arizona Office of the Governor, at any time while the contract is in effect, becomes an employee or agent or any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the matter of the contract.

IX. NOTICES

Any and all notices, requests, demands or communications by either party to this contract, pursuant to or in connection with this contract shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to Contractor :

Betlach Consulting LLC
14028 South 32 Street
Phoenix, AZ 85044

Correspondence to Arizona Office of the Governor :

Jean Bell
Accounting Manager
1700 W. Washington St., 5th Floor
Phoenix, AZ 85007

X. OTHER

All communication between the Contractor and the Arizona Office of the Governor shall be considered privileged and confidential, except as required by applicable law.

As a Contractor with the Office of the Governor, it is understood that Confidential Information may be obtained. "Confidential Information" means any documents, materials, data or information of any kind, nature, or description (whether tangible or intangible, electronic or hard copy) regarding or relating in any manner to the business of the Office of the Governor or the Department of Economic Security. This includes, without limitation, information relating to executive and legislative policy objectives and operations within the Department of Economic Security. Confidential Information does not include information which (a) is or becomes publicly available through no fault of Contractor, or (b) is required to be disclosed in a judicial or administrative proceeding, or by applicable law.

Contractor understands and acknowledges that Confidential Information acquired during the term of this agreement must remain confidential both during and after the term of this agreement, as required of public officials and employees by with A.R.S. § 38-504 and other applicable law and regulations. Contractor further acknowledge that Confidential Information may also be confidential under the executive privilege and/or legislative privilege. Contractor understands that it holds the responsibility to comply with these confidentiality requirements and any other applicable policies of the Governor's Office.

Each party has participated fully in the negotiation and preparation of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this

contract. The parties acknowledge that they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of this contract.

IN WITNESS WHEREOF, the parties agree to execute this contract and agree to the terms of the contract.

CONTRACTOR:

Owner 3/19/2020

Betlach Consulting LLC Date

ARIZONA OFFICE OF THE GOVERNOR:

Daniel Scarpinato Date
Chief of Staff

Governor's Accounting Office

3-19-2020

John McCleve, CPA Date
Comptroller/CFO