

CITY CLERK
ORIGINAL

SMALL PURCHASE CONTRACT BETWEEN

THE CITY OF GLENDALE, ARIZONA AND INTECH HEALTH VENTURES

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 23RD day of May 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and INTECH HEALTH VENTURES, (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**
2. Compensation. City shall pay Contractor a maximum contract price of \$ 10,000 for the Services as set forth in **Exhibit B** and incorporated herein by reference. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.
3. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.
4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.
5. Insurance, Bond and Indemnification.
 - (a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.
 - (b) Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations, including, but not limited to, those provisions regulated by the Arizona Registrar of Contractors and the City Engineering and Building and Safety Department. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.
 - (c) To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract.
6. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.
7. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

8. Conflict of Interest This Contract is subject to A.R.S. § 38-511

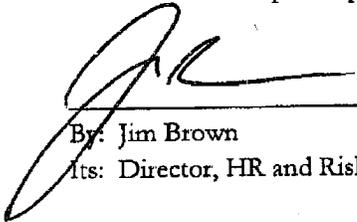
9. Independent Contractor The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.

10. Immigration Law Compliance Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program

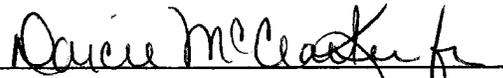
11. Non-Discrimination Policies Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

The parties enter into this Contract effective as of the date shown above

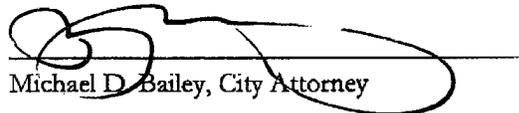
City of Glendale,
an Arizona municipal corporation


By: Jim Brown
Its: Director, HR and Risk Management

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

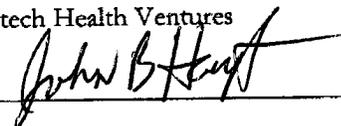
INTECH
Intech Health Ventures

By: John B Hoyt
Its: Partner

Exhibit A
Scope of Service

1. Employer Responsibilities

- (a) Provide Information about Employer's Employees. Employer shall submit:
- i. Lists of all Qualifying Covered Employees to INTECH on a semi-annual, or as otherwise agreed to by the parties.
 - ii. Employee information associated to Full Time Equivalents and Part Time Employees.
 - iii. Minimum medical coverage benefits and costs provided to Employees.
- (b) Corrections and modifications. Employer shall be solely responsible for the information and shall be responsible for making any corrections to IRS. Employer will provide the information as requested by INTECH and meet deadlines given. If employer does not provide information by communicated deadline, employer submission to IRS may be delayed and/or reporting deadline not met.
- (c) Data verification/Timely Submission of Data. It is the Employer's sole responsibility to review the data submitted or provided by INTECH in connection with the IRS data. The Employer may, at its own expense, retain an independent third party to review the IRS data. INTECH agrees to cooperate with and make records available to the Employer or such independent third party retained to review the IRS data as permitted by law. Employer shall retain responsibility for making any necessary corrections or disclosure to IRS. Employer acknowledges and agrees that it is responsible for submitting all information required or requested by INTECH in a timely manner and failure to fulfill such requirements or respond to such requests in an expedient and complete manner may impair or impede benefits available to the Employer and, in such event, INTECH shall in no way be responsible or accountable for any such adverse actions or results suffered by Employer.

2. INTECH Responsibilities

- (a) Submitting and Reconciling Lists of Qualifying Covered Employees. INTECH shall submit the Employer's current updated full file to the IRS for Employer on a semi-annual basis to the most current Updated List of Qualifying Covered Employees and shall prepare and submit the list of adds, deletes and changes to IRS on behalf of Employer on a semi-annual basis.
- (b) Confirmation of Qualifying Covered Employees. INTECH shall receive Data Match information from IRS. INTECH will provide Employer or Employer's designee with the most recent match information received from IRS. INTECH shall cross-check the IRS Data Match information against the Employer's Initial or Updated List of Qualifying Covered Employees and remove from processing any individuals that are determined by IRS to not be Qualifying Covered Employees.
- (c) Report back to Employer. INTECH will report to the Employer those Employees and Employees' dependents that IRS has determined were not qualified.

- (d) Responsibility for compiling aggregate employee data. Based on the employee data provided by Employer or Employer's Group Health Plan(s) or administrators, INTECH shall report the employee and/or employer data as required by IRS.
- (e) If contracted: Provide Employer Employee print file. INTECH will provide to the Employer those Employees and Employees' dependents information that the IRS has determined is required to report to Employees in a print file format for Employer to distribute.
- (f) Corrections and modifications. Based on data provided by Employer or Employer's designee, INTECH will submit changes and corrections to the list of Qualifying Covered Employees and claims data on Employer's behalf to IRS and assist Employer through the appeals process on issues related to these changes and corrections. INTECH is not responsible for the validity of data provided by Employer or Employer's designee.
 - (i) Should INTECH learn that any data provided by Employer, Employer's Group Health Plan(s), administrators or any third-party is or was inaccurate, INTECH shall notify Employer, and Employer shall have ultimate responsibility for making any necessary corrections and communications to IRS but INTECH may, at INTECH's discretion, work with Employer in making those corrections and/or submitting them on Employer's behalf.

Exhibit B
COMPENSATION

Payment terms

Employer shall pay INTECH:

- 2015 ACA Reporting to IRS (only): \$5000
 - INTECH will provide Employer with one data correction file/report prior to submission to IRS
 - Additional submission(s) to IRS: \$500 each
 - Note: additional submissions to IRS should not be necessary if Employer data is edited/corrected on initial data error file/report

- Optional services:
 - 2016 and future years ACA Reporting:
 - Employee and IRS reporting: \$9800
 - IRS reporting only: \$5000