

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, APRIL 15, 2014 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.
 - B. Presentation of the 2013 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd)**
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution 14-04-02 to name a previously unnamed section of road in Tonto Basin as W. Desert Breeze Lane. **(Steve Stratton)**
 - B. Information/Discussion/Action to adopt Resolution 14-04-05 to name a previously unnamed section of road in Tonto Basin as N. Park View Lane. **(Steve Stratton)**
4. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to adopt Proclamation No. 2014-04 to proclaim May 1, 2014, as the National Day of Prayer in Gila County. **(Jerry Green)**
 - B. Information/Discussion/Action to adopt Proclamation No. 2014-05 proclaiming April as "Fair Housing Month" in Gila County. **(Malissa Buzan)**
 - C. Information/Discussion/Action to adopt Resolution No. 14-04-06 which authorizes the execution of an Intergovernmental Agreement (ADOT File No. IGA/JPA 14-0004031-I) between Gila County and the State of Arizona, Department of Transportation for the construction of a bridge on Ewing Trail over Oak Creek in the Tonto Basin area of Gila County. **(Steve Sanders)**
 - D. Information/Discussion/Action to adopt Resolution No. 14-04-07 accepting the Final Report of the Gila County Transportation Study dated January 2014. **(Steve Sanders)**

- E. Information/Discussion/Action to approve Professional Services Contract No. 032814 with Kimley-Horn and Associates, Inc. to be billed on a time and materials basis per mutually agreed to hourly rates, in an amount up to but not more than \$18,000, to provide outreach services as a means of informing the public of the results and the importance of the Gila County Transportation Study. **(Steve Sanders)**
- F. Information/Discussion/Action pursuant to A.R.S. §11-254.04 to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and to authorize Public Works to supply requested equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale for the period April 17-24, 2014. **(Steve Stratton)**
- G. Information/Discussion/Action for the Board of Supervisors to declare one 1988 Koehring crane (serial number 76808) as surplus in order to sell the crane at an auction that will be held by Ritchie Brothers Auctioneers in Phoenix, Arizona on April 24, 2014. **(Steve Stratton)**
- 5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
 - A. Approval of an Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01-Y2) between Gila County and First Things First in the amount of \$190,000 which allows the renewal of an agreement between both parties for the Gila County Health Department to continue to provide Healthy Steps Program services for the period of July 1, 2014, through June 30, 2015.
 - B. Approval of the Prevention Services Agreement between Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc. (collectively referred to as "Cenpatico") and Gila County Division of Health and Emergency Services in the amount of \$23,000 for the period of July 1, 2013, to June 30, 2014, which will be used to hire a part-time community educator to address underage drinking and prescription drug abuse in Gila County.
 - C. Approval of an Intergovernmental Agreement between Gila County and the Town of Kearny, whereby the Town of Kearny Library will become a designated "Access Point" under the Workforce Investment Act for the period of January 1, 2014, through December 31, 2014.
 - D. Approval to accept the resignation letter from Dr. Michael Durham as Medical Examiner to Gila County, effective January 9, 2014, and terminate Professional Services Contract No. 072612 - Medical Examiner Services between Dr. Michael Durham and Gila County.

- E. Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elk's Lodge of Globe, Arizona, to serve liquor at a wedding reception on May 3, 2014.
 - F. Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elk's Lodge of Globe, Arizona, to serve liquor at a wedding reception on June 14, 2014.
 - G. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo on May 9-10, 2014.
 - H. Approval of the authorization to conduct horse racing on behalf of the Board of Supervisors at the Gila County Fairgrounds during the first two weeks in October of 2015, 2016, and 2017, at no cost to the County.
 - I. Acknowledgment of the January 2014 monthly activity report submitted by the Recorder's Office.
 - J. Acknowledgment of the February 2014 monthly activity report submitted by Recorder's Office.
 - K. Approval of the March 25, 2014, Board of Supervisors' meeting minutes.
 - L. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 17, 2014, to March 21, 2014; and March 24, 2014, to March 28, 2014.
 - M. Approval of finance reports/demands/transfers for the weeks of April 8, 2014, and April 15, 2014.
6. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-2313

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 04/15/2014

Reporting Period: April 2014

Submitted For: Don
McDaniel
Jr.

Submitted By: Marian Sheppard, Clerk, BOS, Clerk of the
Board of Supervisors

Information

Subject

Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.

Suggested Motion

Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.

ARF-2451

Presentation Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Adam
Shepherd,
Sheriff

Submitted By: Sarah White, Chief Administrative Officer,
Sheriff's Office

Department: Sheriff's Office

Information

Request/Subject

Presentation of the 2013 Gila County Sheriff's Office Annual Report.

Background Information

It was a goal of the current Sheriff's Office Administration to produce a report of the activities annually to inform the public as to the actions taken by the Sheriff's Office.

Evaluation

N/A

Conclusion

The Gila County Sheriff's Office Annual Report is a general overview of the activities performed in 2013. The information contained in the annual report can help inform the public as to the actions taken by the Sheriff's Office and help identify those areas where a majority of the effort is being concentrated. By its very nature, criminal justice is a large portion of the County's budget, and out of respect for the high cost to the citizens we feel that it is our responsibility to produce an accounting of our activity.

Recommendation

To allow the Gila County Sheriff to present the 2013 Annual Report.

Suggested Motion

Presentation of the 2013 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd)**

Attachments

GC Sheriff's Office 2013 Annual Report



Gila County Sheriff's Office

Annual Report 2013



Welcome

to the Gila County Sheriff's Office

Johnny Sanchez – Chief Deputy
Mike Johnson- Undersheriff
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Keith Thompson-Lt Southern District
Tim Scott – Lt. Northern District



Justin Solberg- Jail Commander
William Carlson – Lieutenant
Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

Dear Residents,

After taking office for my first term as Sheriff of Gila County, I made it a priority to improve the accountability and communication that this office owes to the community we serve. It has been a goal of this administration to make improvements in internal processes relating to public information. So far, modifications have been made to public information policies, news releases, and other related procedures with the objective of providing a better flow of information to Gila County Residents and local news providers. We consider this an ongoing project and are committed to continual evaluation and improvement of these processes.

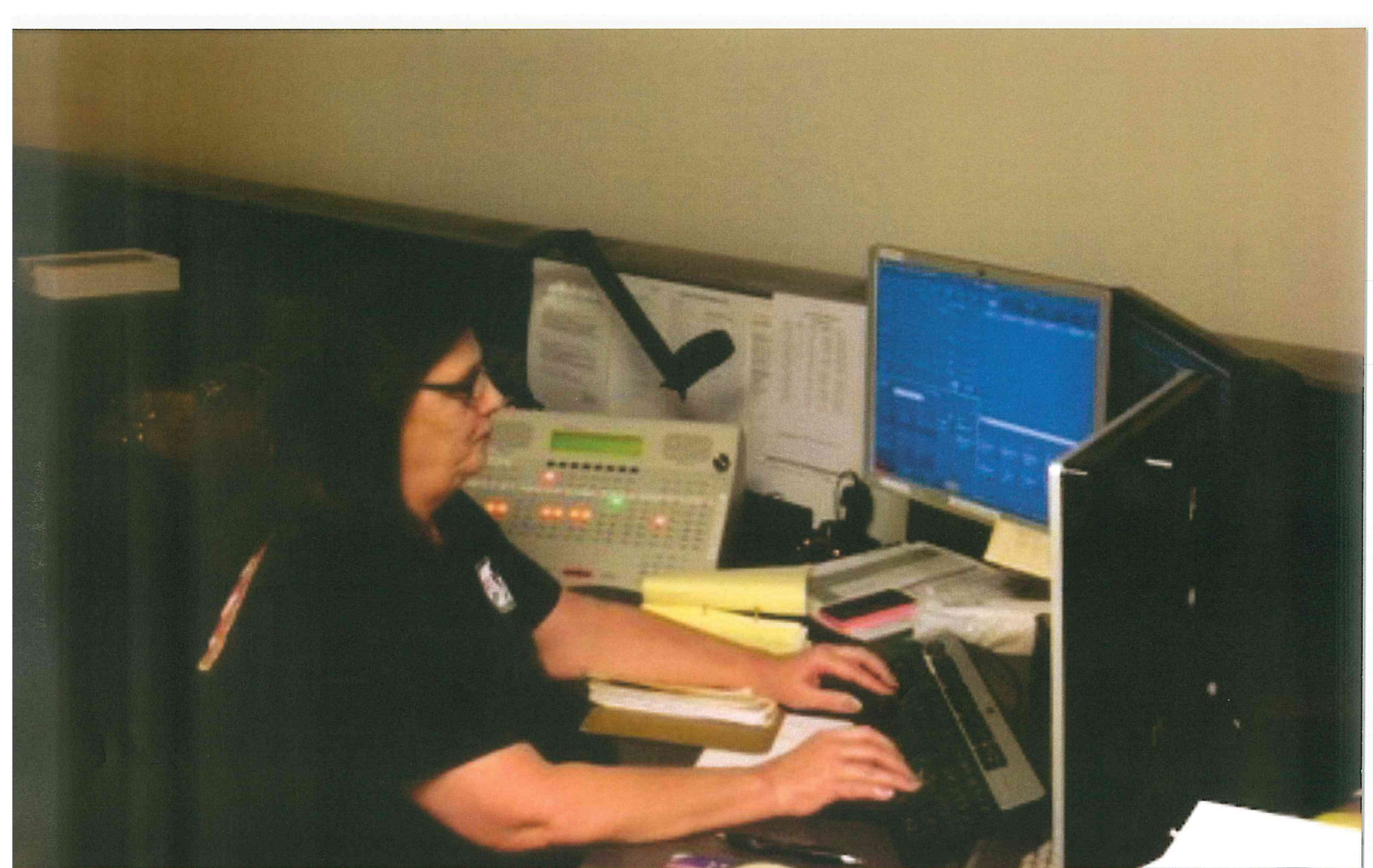
In addition to the above mentioned efforts, another aspiration of this administration was to produce an annual report. Although presented as a general overview as opposed to specific events, the information contained in an annual report can help inform the public as to the actions taken by the Sheriff's Office and help identify those areas in where a majority of the effort is being concentrated. By its very nature criminal justice is a large portion of the county's budget, and out of respect for the high cost to the citizens we feel that it is our responsibility to produce an accounting of our activity.

We sincerely hope that the information contained herein is useful to you, whether it is used for a specific purpose or for general knowledge. As always we encourage feedback on this and everything we do in the service of our community.

Sincerely,

Sheriff J. Adam Shepherd





Administration

Gila County Sheriff's Office Administration Services 2013 Summary



Chief Administrative Officer
Sarah White



Executive Admin. Assistant
Amber Warden



Record's Supervisor
Misty Allinson

FY2013 Annual Operating Budget:

(July 1, 2012 through June 30, 2013)

Administration

Budget: \$991,698.00

Patrol:

Budget: \$3,984,813.00

Dispatch:

Budget: \$972,278.00

Detention:

Budget: \$3,897,393.00

Detention Health Services:

Budget: \$719,661.36

Total FY2013 Budget:

\$10,565,843.36

Seized Weapons traded in: 105

Total Savings on weapons for FY2013: \$13,725.00

2013 Sheriff's Office Positions:

Administration:

Full-time: 16

Part-time: 3

Patrol:

Full-time: 45

Part-time: 1

Dispatch:

Full-time: 21

Detention:

Full-time: 63

Part-time: 4

Detention Medical Services:

Full-time: 4

Part-time: 1

Gang, Drug, & Violent Crimes Task Force:

Full-time: 4

Civil Papers Served: 915

Vision Statement

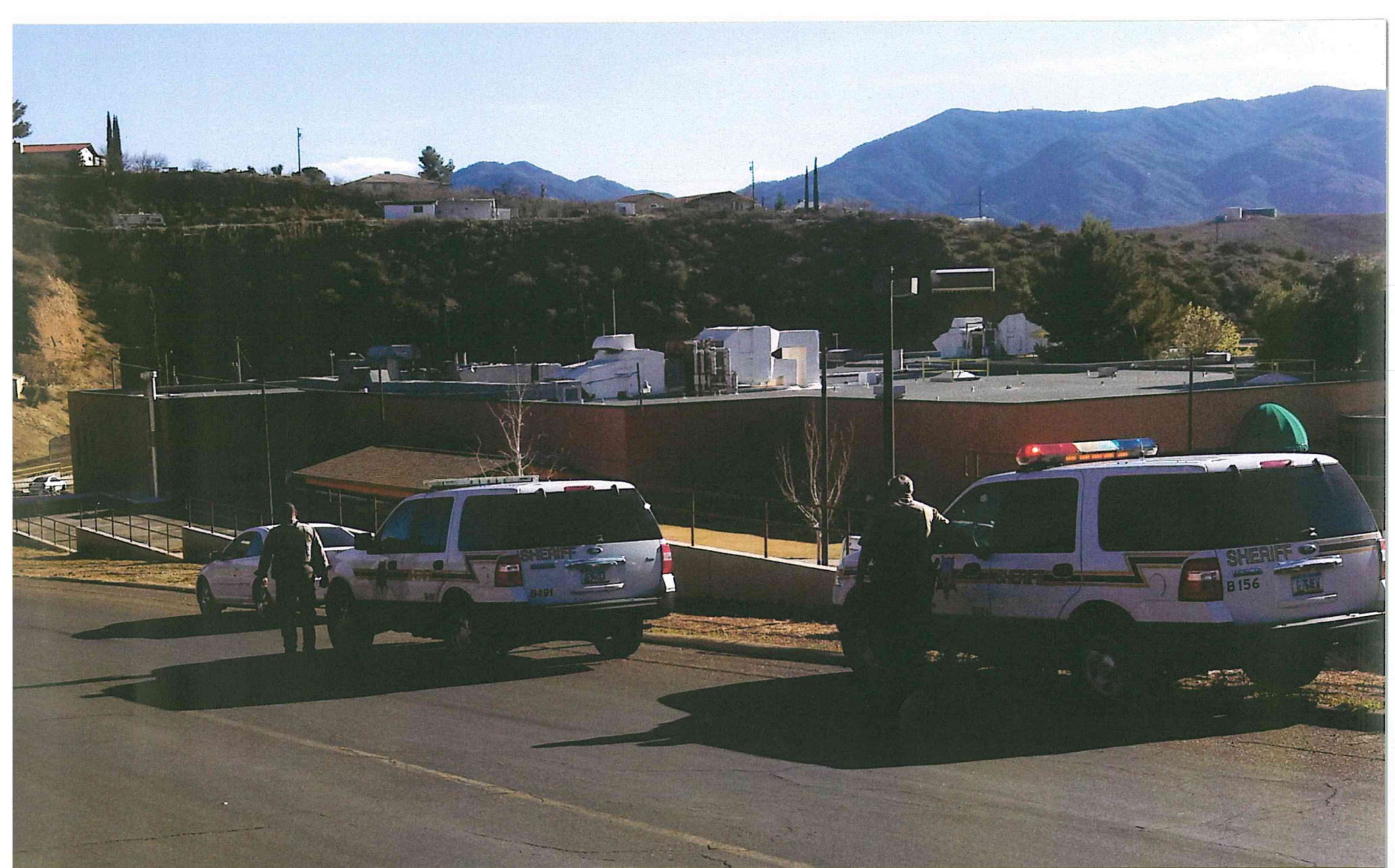
The Gila County Sheriff's Office will support the citizens, visitors, and Justice System within Gila County by maintaining peaceful and orderly communities. We will be accessible and accountable to the citizens of our communities, providing them with economical, consistent, and compassionate service. We pledge the highest standard of professionalism, integrity, ethics, and performance as we deal with the communities that we serve in a fair and impartial manner. We welcome the diversities of our citizens and employees and encourage those diversities to further the abilities of this office.

Values

Which guide the Gila County Sheriff's Office

<i>Integrity</i>	<i>Professionalism</i>
<i>Compassion</i>	<i>Fairness</i>
<i>Leadership</i>	<i>Commitment</i>
<i>Dedication</i>	<i>Respect</i>
<i>Honesty</i>	<i>Consistency</i>





Field Services

Gila County Sheriff's Office Field Services 2013 Summary

DISPATCH

9-1-1 Calls: 20,135
Regular Calls: 35,665

PATROL:

Area Patrolled: 17,400 miles

ACTIVITIES:

Arrests: 573

Misdemeanor: 171
Felony: 216
Cite & Release: 186

Agency Assists: 142

Alarm Calls: 551

Burglary Calls: 238

Theft Calls: 395

DUI: 40

Misdemeanor: 23
Extreme DUI: 17

DUI Drug: 20

Underage Drinking Violations: 15

Citations: 1,504

Criminal Speed: 17
Aggressive Driving: 1
Civil Speed: 420
Other Civil/Criminal: 1,066

Collision: 280

Fatal: 3
Injury: 48
Pedestrian: 2
Other Collisions: 227

TRAINING:

Training Hours Received: 2,441.5 hrs.

2013 Legal Update, AACOP "Case Study Chris Dorner Manhunt and Shootout", AACOP National Drug Control Policy Presentation, Active Shooter/Homicide Course, Advanced Collision Investigation, Advanced Domestic Violence, ALP #8-Orientation, ANOA Cartels in the Neighborhood Below 100, Arizona Medical Marijuana Act, Auto Theft Investigations for Patrol, AZ Pawn/Property Recover L/E 2013 Seminar, AZPOST Driving Simulator-Decision Making, AZPOST Discretionary Shoot, AZPOST Firearms Qualification, AZPOST-NAFTO Basic FTO Course, Basic Equine Investigations, Basic Forensic Interview Drug Endangered Children, Basic Victim's Rights, Basic/Advanced Criminal Gangs, Blue Courage Presentation, Bomb Awareness, Child Physical Abuse Training, CID Transitional School, Civil Process/Address Confidentiality Program, Clandestine Lab ReCert Training, Clandestine Lab Response, Commercial Motor Vehicle Criminal Interdiction, Community response for kids endangered by drugs, CPR, Cyber Investigations 100, Cyber Investigations 100-ISEE, D.T./Impact weapons-expandable baton, Defensive Tactics, Drug Endangered Children, Drug Endangered Children Investigations, Elder Abuse Investigations, Exploring the Sexual Offender & Physical Abuser, Firearms Instructor, FTO Management Course, Fugitive Investigations, Games Inmate Play, General Instructor, Generational Leadership, GPS Interrogation, GPS Interrogation, Handcuffing, Human Trafficking Investigations, InCop 1, The roll or the line Officer, InCop 2, Build a Base, Source Development, InCop 3, Build a Shield, Terrorism Awareness, InCop 4, Build a Bridge, The Analytical Perspective, Informant Development, Inland Search Management for AZ SAR Coordinators, Internal Affairs, Internet Data Mining for the Investigator, Investigating Prescription Drug Crimes, Landlord Tenant Act, Level II Advanced National Boating Accident Investigation, Mandatory Reporter Training, Medical Marijuana in Arizona, Metal Theft/Motorcycle Profiling/ADOT Permits, Multi-hazard Emergency Planning for Schools, On the Mark Leadership School Safety Program, Order of Protection Training, Patrol Rifle Instructor Development Course, Physical Fitness Testing, Police Supervision, Precision Rifle Instructor Development Course, Predominant Aggressor, Pre-Hospital Trauma Life Support, Replevins, Rifle Qualification, S.T.O.P., SB1070 AZ Immigration Law, Search Warrant Writing, Seizures & Auctions, Shotgun Qualification. Specialized Concealment, Stalking Investigations, Strangulation & Suffocation Investigations, Street Crimes, Summons & Subpoenas, The Winning Mind, Traffic Reconstruction I & II, Watercraft for Law Enforcement.

Chief Deputy

Johnny Sanchez



Undersheriff

Michael Johnson



Lieutenant-Southern District

Keith Thompson



Lieutenant-Northern District

Timothy Scott





Detention Services

Gila County Sheriff's Office Detention Services 2013 Summary

ACTIVITIES:

Total Booking for 2013: 3,573
Globe: 2,006
Payson: 1,567

Total Releases for 2013: 3,369
Globe: 2,271
Payson: 1,198

Inmates transported to Court: 5,874

Total miles for transports: 261,825

Inmates seen by medical staff: 1,119
Male: 780
Female: 339

TRAINING:

Training Hours Received: 360 hrs.

Code of Conduct, Ethics, and Integrity, Report Writing, TASER, Inmate Discipline, Defensive Tactics, Inmate Supervision, Gang Intelligence, Native American Gang Summit, Tribal Gang Identification, Basic Instructor Training, Field Officer Training, Leadership Training, General Differences, Legal Issues, Lesson Plan Development, Prison Rape Elimination Act, Curbing Liability, Classification Training, Warrants and Civil Processes, Fingerprinting, and Searches.

Average Number of Inmates for 2013:

162 per month

Inmate Offenses in 2013 by %

- 20% Warrants
- 20% Drug Offenses
- 17% Thefts, Burglaries, Fraudulent Schemes
- 10% DUI or Driving Offenses
- 10% Shoplifting, Trespassing, and Public Intoxication
- 10% Child Support
- 8% Child Crimes
- 5% Murder/Attempted Murder

Programs offered to Inmates:

- General Equivalency Diploma (GED)
 - 14 Graduates in 2013
- Faith-based Services
- Alcohol Anonymous (AA)
- Narcotics Anonymous (NA)
- Visitation
- Inmate Recreation

Jail Commander

Justin Solberg



Lieutenant-Southern District

Christine Duarte



Lieutenant-Southern District

Sandra Estrada



Lieutenant-Northern District

Swede Carlson





Drug, Gang and Violent Crime Task Force

Gila County Drug, Gang & Violent Crimes Task Force 2013 Summary

ACTIVITIES:

Interdiction Stops: 1,977

Arrests: 329

Drug: 211

Non-Drug: 118

Knock & Talks/Consent: 124

Drug: 82

Warrants: 42

Agency Assists: 544

**Marijuana Eradication
Investigations: 90**

Marijuana Grow Located: 11

Executed Search Warrants: 25

Gang Members Identified: 35

Hospice Drugs for Disposal: 85

Drug Presentations: 38

Attendees: 1,769

TRAINING:

Training Hours Received: 1,138 hrs.

K-9, Air Raid, Firearms, Active Shooter, Pharmaceutical Prescription Sales, Investigation, Medical Marijuana Investigations, Tactical Apprehension Training, Counter Terrorism, Driver Stimulation Training, Sovereign Citizens, Blood Borne Pathogens, Basic Drug Investigations, Leadership and Management Training, Gang Identification Training, Drug Endangered Children Investigations, Hidden Compartment in Criminal Interdiction, Undercover Officer Safety and Surveillance.

**Training Hours Given to Outside
Agencies: 162 hrs.**

K-9, Defensive Tactics, Criminal Interdiction Defensive Driving

DRUGS SEIZED IN GILA COUNTY:

- Marijuana:
59,266.52 grams= 130.54 pounds
Street value: \$110,959.00
- Marijuana plants seized:
12,890 plants=19,335 pounds
Street value: \$16,434,750.00
- Methamphetamine seized:
269.46 grams
Street value: \$26,946.00
- Heroin seized:
224.40 grams
Street value: \$22,440.00
- Cocaine seized:
15.1 grams
Street value: \$135.10
- Psilocybin (shrooms) seized:
295.2 grams
Street value: \$7,380.00
- Prescription pills seized:
178 dosages
Street value: \$3,560.00

TOTAL STREET VALUE OF ALL DRUGS SEIZED:

\$16,606,170.00





Lake Patrol & Dive Team Unit

Gila County Sheriff's Office Lake Patrol & Dive Team 2013 Summary

ACTIVITIES:

Calls for Service: 2,547

Medical Calls: 317

Boat Sinking: 12

Forest Service Calls: 462

Watercraft Inspections: 145

Motorist Assists: 58

Agency Assists: 45

Alarm Calls: 20

Burglary Calls: 20

Theft Calls: 30

OUI: 2

OUI Drug: 1

Citations: 12

Collision: 13

Injury: 7

Other Collisions: 6

GILA COUNTY SHERIFF'S OFFICE DIVE TEAM:

Members: 15

Divers: 12

Surface Personnel: 3

DIVE TEAM ACTIVITIES:

Body Recoveries: 3

Roosevelt Lake: 1

Agency Assists: 2

TRAINING: 53 Divers

Training Hours Received: 768 hrs.

Basic Open Water Diver, Deep Diver, Dry Suit Diver, Night/Limited Visibility, Full Face Mask Diver, Underwater Navigation, Altitude Diver, Computer Diver, Dive master, Visual Inspection Procedure SCUBA Cylinder Maintenance, Instructor Candidate Training.

Training Hours Given to Outside Agencies: 520 hrs.

Basic Open Water Diver, Deep Diver, Dry Suit Diver, Night/Limited Visibility, Full Face Mask Diver, Underwater Navigation, Altitude Diver, Computer Diver, Dive master.

FACTS ABOUT ROOSEVELT LAKE:

- Largest lake or reservoir located entirely within the state of Arizona
- 22.4 miles long
- 128 miles of shoreline
- 21,500 surface acres
- Fish species include: large and smallmouth bass, bluegill, channel, catfish, and crappie.

GILA COUNTY SHERIFF'S OFFICE BOAT INVENTORY:

- B02-Achilles 14' Rubber Raft
- B04-Boston Whaler Patrol Boat
- B06-Triton 24' Patrol Boat
- B07-Triton 24' Patrol Boat
- B08-Boston Whaler Dive Boat
- B09-Boston Whaler Patrol Boat

**Total Gila County Sheriff's Office
Boats:**





Volunteer Programs

Gila County Sheriff's Office Volunteer Programs 2013 Summary

- **Community Emergency Response Team (CERT)**

Members: 27

Events: 6

Total Volunteer Hours: 368

- **Sheriff's Office Posse-Globe**

Members: 12

Events: 115

Total Volunteer Hours: 3,205

Total Miles Driven: 15,988

- **Sheriff's Office Search & Rescue-Globe**

Members: 28

Missions: 10

Total Volunteer Hours: 777

Total Miles: 4,251

- **Sheriff's Office Posse-Payson**

Members: 29

Events: 65

Total Volunteer Hours: 6,200

Total Miles: 25,771

- **Sheriff's Office Mounted Posse**

Members: 22

Missions: 27

Total Volunteer Hours: 1,146

Total Miles: 6,670

- **Tonto Rim Search & Rescue**

Members: 81

Missions: 27

Total Volunteer Hours: 5,470.5

Total Miles: 10,772

Volunteer Savings for Gila County FY2013:

CERT:

\$11,639.84

Posse-Globe:

\$101,374.15

Search & Rescue-Globe:

\$24,576.51

Posse-Payson:

\$196,106.00

Mounted Posse:

\$36,247.98

Tonto Rim Search & Rescue:

\$173,031.91

Total Savings FY2013:

\$542,976.39





Building Community

Gila County
Sheriff's Office

Gila County Sheriff's Office Contact Information

Visit our website: www.gilacountyaz.gov

Gila County Sheriff's Office
1100 South Street
Globe, Arizona 85502
(928) 425-4449

Administrative Services
1177 East Monroe Street
Globe, Arizona 85501
(928) 402-1884

Payson Substation
108 West Main Street, Ste. A
Payson, Arizona 85541
(928) 474-2208

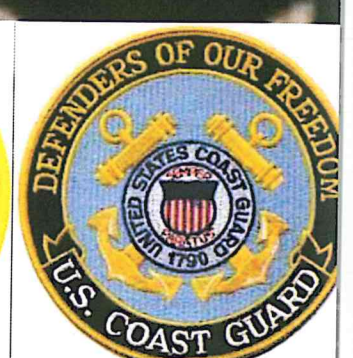
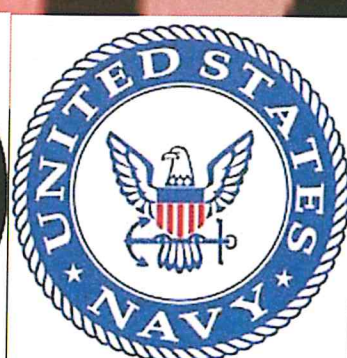
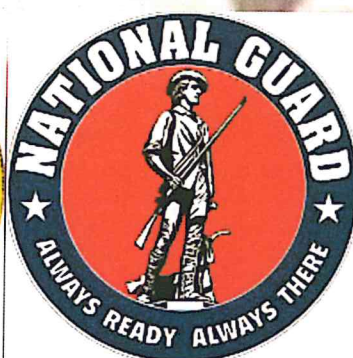
Roosevelt Substation
28449 North Hwy 188
Roosevelt, Arizona 85545
(928) 467-2515

Young Substation
4677 North Highway 288
Young, Arizona 85554
(928) 462-7920

Services Provided by the Gila County Sheriff's Office

- Boat Safety Program
- Car Seat Check
- Citizen Academy
- Civil Service
- Community Outreach
- School Presentations
- K-9 Presentations
- Gun Safety (Eddie the Eagle)
- Drug Presentations
- Event Security
- Explorer Program
- Extra Neighborhood Patrol
- Fingerprinting
- Neighborhood Watch Programs
- School Resource Officers
- Southern Gila County Network Team (SGNET)
- "Spend the Night in Jail" Program
- Vin Inspections
- Volunteer Programs
- CERT Team
- Posse
- Search & Rescue
- Mounted Posse





Gila County Sheriff's Office
Armed Forces Veteran Employee's

Travis Baxley-Air Force

Brad Bennett-Air Force

David Berry-Marines

William Carlson-Air Force

Kassandra Charles-Air Force

Rodney Cronk-Army

Art Decker-Marines

Jacob Delecki-Army & Navy

Ted Durst-Army

Michael Hill-Army

Johnny Holmes Jr.-Army National Guard

David Hornung-Coast Guard

Terry Hudgens-Army National Guard

Keith Johnson-Army

Lane Johnson-Marines

Jack Mathews-Navy

Colt Maxwell-Army

Jeff McClure-Air Force

Chris McGroarty-Navy

Dennis Newman-Air Force & Army National Guard

Thor Nudson- Coast Guard

Clarence Rice-Army

Kevin Roberts-Army

Art Salcido-Navy

Bob Schuler-Navy

George Scott-Navy

Justin Solberg-Army & Air Force Reserve

Thomas Sowles-Army

Richard Stockwell-Coast Guard

Richard Taylor-Army

The Gila County
Sheriff's Office
would like to
honor and thank
our veterans who
have served their
Country and
continue to serve
their Community.





ARF-2455

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Steve McGill, Rural Addressing Analyst, Public Works Division

Department: Public Works Division Division: Roads

Information

Request/Subject

Resolution 14-04-02 to name a previously unnamed section of road in Tonto Basin as W. Desert Breeze Lane.

Background Information

County resident Mike Hanich contacted Rural Addressing regarding naming an unnamed private road adjoining his property. A petition was sent for naming suggestions requiring 75% of affected parcel owners' signatures. A petition was received with a single naming suggestion that did not meet the provisions of Ordinance No. 11-03 and residents were asked for alternate suggestions. A second petition was received with Desert Breeze Lane as the first suggested name. Notifications were sent to affected parcel owners informing them of the proposed name of W. Desert Breeze Lane with two weeks to file objections. No objections were received. A copy of the petition and letter to residents are attached to this item.

Evaluation

The unnamed section of road branches west off of N. AZ Highway 188 in the Tonto Basin area. The section is identified as PT W ½ SECTION 23 T6N R10E.

The County Rural Addressing Analyst determined the GPS location of the affected parcels and appropriately mapped the roadway. A map is attached to this item.

Conclusion

Per the Gila County Street Naming and Property Numbering Ordinance, a public notice was submitted to the Arizona Silver Belt for publication in two consecutive issues: March 19, 2014, and March 26, 2014. A copy of the publication is attached.

No objections were submitted to Rural Addressing personnel during the comment period.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors adopt Resolution 14-04-02 naming a previously unnamed section of road in Tonto Basin as W. Desert Breeze Lane.

Suggested Motion

Information/Discussion/Action to adopt Resolution 14-04-02 to name a previously unnamed section of road in Tonto Basin as W. Desert Breeze Lane. **(Steve Stratton)**

Attachments

Resolution 14-04-02

Petition

Letter to Residents

Map

Public Notice



RESOLUTION NO. 14-04-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD TO BE CALLED W. DESERT BREEZE LANE

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

WHEREAS, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

W. Desert Breeze Lane – PT W ½ SEC 23 T6N R10E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

PASSED AND ADOPTED this 15th day of April 2014.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

GILA COUNTY RURAL ADDRESSING

Please Return To:

STEVEN MCGILL, RURAL ADDRESSING ANALYST
GILA COUNTY 911 RURAL ADDRESSING
5515 S. APACHE AVE, SUITE 400, GLOBE.AZ. 85501

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT-OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASEMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

PROPOSED ROAD NAME #1: ~~CONCHO VIEJO TRAIL~~ ^{REJECTED} DESERT BREEZE LANE
PROPOSED ROAD NAME #2: SIERRA ANCHA DRIVE
PROPOSED ROAD NAME #3: SONORAN SUNRISE TRAIL

	Owner Mailing Address	APN (Parcel #)	Owner Ph #	Signature (Owner)
1.	MICHAEL HANICH PO BOX 214 TONTON BASIN AZ 85553	201-08-091K	928-978-3888	Michael Hanich
2.	HOZER ENTERPRISES LLC 18924 N SAN JUAN MARICOPA AZ 85138 *	201-08-091J	480-766-6069	Dwayne D. Woodard
3.	CRAIG & VICKI LYN VANSICKLE PO BOX 522 TONTON BASIN AZ 85553	201-08-091L	480-220-3883	Craig & Vicki Lyn Vansickle
5.	CRAIG & VICKI LYN VANSICKLE PO BOX 522 TONTON BASIN AZ 85553	201-08-091M	480-220-3883	Craig & Vicki Lyn Vansickle
6.				
7.				
8.				
9.				
10.				

* SOLD TO DWAYNE D. WOODARD

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.
County Manager

STEVE STRATTON
Director

STEVE SANDERS
Deputy Director

Gila County Public Works Division
9-1-1 Rural Addressing
745 N. Rose Mofford Way, Globe Arizona 85501

February 26, 2014

Dear Gila County Resident:

Gila County is in the process of naming a road in your area. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 911 Telephone System Plan.

In order to accomplish this you have petitioned the suggested name of "**W Desert Breeze Lane**" for the road that serves your property. A map has been included showing the location of the road to be named. You must provide any objections in writing to our office within two weeks of this letter.

If no objection is received; the road name W Desert Breeze Lane will be processed and sent to the County Attorney's office for review and then to the Board of Supervisors for approval.

Please feel free to contact our Rural Addressing Analyst, Steve McGill at (928) 402-8597 with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

Steve McGill
Rural Addressing Analyst

cc/file

W BIRDDOG LN

N AZ HIGHWAY 188

E RATTLESNAKE LN

E LIZARD LEAP LN

Unnamed road to be named
W Desert Breeze Lane



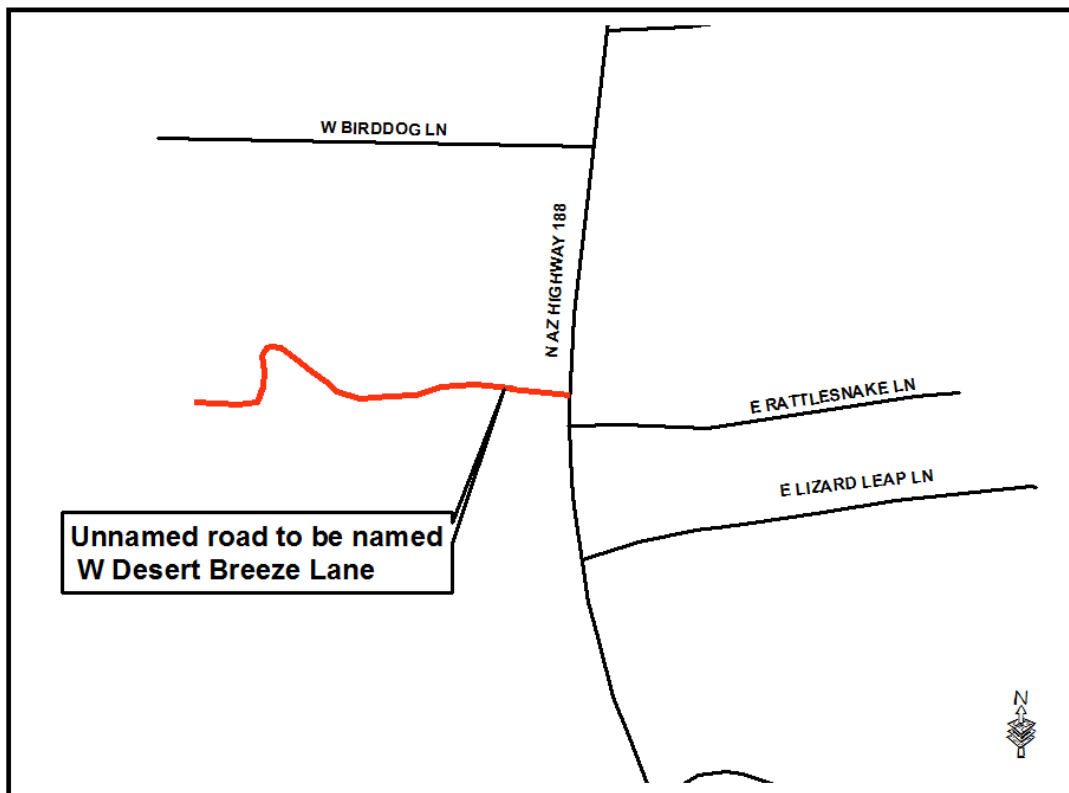
PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of unnamed road in the Tonto Basin area. The road will be named to: **W Desert Breeze Lane**

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Wednesday, April 5, 2014 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name W Desert Breeze Lane is scheduled for April 15, 2014 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:
Steven McGill, Rural Addressing Analyst
1(928) 402-8597
Publication Dates:
March 19, 2014
March 26, 2014



ARF-2456

Public Hearing 3. B.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Steve Stratton, Public Works Division Director Submitted By: Steve McGill, Rural Addressing Analyst, Public Works Division

Department: Public Works Division Division: Roads

Information

Request/Subject

Resolution 14-04-05 to name a previously unnamed section of road in Tonto Basin as N. Park View Lane

Background Information

Ewing Land and Cattle Real Estate inquired about an address for parcel 201-06-008R in Tonto Basin. The addressing scheme for neighboring parcels was not in compliance with Ordinance No. 11-03. Residents were using a new unnamed private road to access their property that did not have street frontage to N. Mclellan Drive in which they were addressed. In addition odd and even house numbers existed on the same side of the street. Assessment indicated the unnamed road would have to be named and parcels would have to be readdressed. The residents petitioned to name the unnamed private road N. Park View Lane. Road naming notifications were sent to affected parcel owners informing them of the proposed name of N. Park View Lane with two weeks to file objections. No objections were received within the period of time established. A copy of the petition and letter to residents are attached to this item.

Evaluation

The road on which the parcels exist is a previously unnamed sections of road that branches north off of N. Mclellan Drive. The section is identified as PT NW 1/4 SECTION 14 T6N R10E.

County Rural Addressing Analyst determined the GPS location of the property to be addressed and appropriately mapped the roadway. A map is attached to this item.

Conclusion

Per the Gila County Street Naming and Property Numbering Ordinance, a Public Notice was submitted to the Arizona Silver Belt for publication in two consecutive issues: March 19, 2014 and March 26, 2014. A copy of the publication is attached.

No objections were submitted to Rural Addressing personnel during the comment period.

Recommendation

The Director of the Public Works recommends that the Board of Supervisors adopt Resolution 14-04-05 naming a previously unnamed section of road in Tonto Basin as N. Park View Lane.

Suggested Motion

Information/Discussion/Action to adopt Resolution 14-04-05 to name a previously unnamed section of road in Tonto Basin as N. Park View Lane. **(Steve Stratton)**

Attachments

Resolution 14-04-05

Petition

Letter to Residents

Area Map

Public Notice



RESOLUTION NO. 14-04-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD TO BE CALLED N. PARK VIEW LANE

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

WHEREAS, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

N. Park View Lane – PT NW ¼ SEC 14 T6N R10E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

PASSED AND ADOPTED this 15TH day of April 2014.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

GILA COUNTY RURAL ADDRESSING

Please Return To:

CELENA CATES, ANALYST
GILA COUNTY 911 RURAL ADDRESSING
5515 S. APACHE AVE, SUITE 400, GLOBE.AZ. 85501

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT -OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

PROPOSED ROAD NAME #1: N. Park View Lane

PROPOSED ROAD NAME #2: Park Creek Drive

PROPOSED ROAD NAME #3: _____

	Signature (Owner)	APN (Parcel #)	Owner Phone #	Owner Mailing Address
1.	<i>Lawrence Elchlepp</i> 928-951-1844	201-06-008R	928-951-1844	ELCHLEPP, LAWRENCE P & GLORIA JEAN PO BOX 1196 TONTON BASIN AZ 85553
2.	<i>Burnell Vollen</i>	201-06-071A	602-619-2184	VOLLAN, BURNELL D & DANA L GENERAL DELIVERY TONTON BASIN AZ 85553
3.		201-06-071B		MARTIN, ROGER E & CHARLENE L PO BOX 1010 TONTON BASIN AZ 85553
5.				
6.				
7.				

GILA COUNTY RURAL ADDRESSING

TO BE FILLED OUT BY COUNTY PERSONNEL

DATE RECEIVED: Jan. 3, 2014

IT IS RECOMMENDED THAT THE PROPOSED NAME BE: N Park View Lane

☒ Assigned as requested

☐ Modified as follows: _____

Submitted this 14 day of January, ~~2013~~ ²⁰¹⁴

Celine Cob

Rural Addressing Analyst

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.
County Manager

MICHAEL O'DRISCOLL
Director

DEBRA L. WILLIAMS
Deputy Director of Emergency Management

Gila County Division of Health & Emergency Services

9-1-1 Rural Addressing

5515 S. Apache Avenue, Suite 400, Globe Arizona 85501

Voice: 928-402-8510 or 928-402-8597

Fax: 928-425-7714

January 14, 2014

Dear Gila County Resident:

Gila County is in the process of naming a road in your area. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 911 Telephone System Plan.

In order to accomplish this, our office has a name suggestion for the road that serves your property. It is **"N Park View Lane."** A map has been included showing the location of the road to be named. If you prefer a different road name, you must provide our office with a written suggestion within two weeks of this letter. It is also recommended to work with your neighbors to suggest a road name agreeable to all.

If no suggestion is received; the road name assigned will be processed and sent to the County Attorney's office for review and then to the Board of Supervisors for approval.

If a suggestion is received; you will receive notification informing you of the review date set by the Board of Supervisor's, providing you with an opportunity to voice your objections of the proposed road name.

Please feel free to contact our Rural Addressing Analysts, Celena Cates at (928) 402-8510 or Steve McGill at (928) 402-8597, with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

Celena Cates
Rural Addressing Analyst

cc/file

201-06-071A

201-06-071B

201-06-008R

UNAMED PRIVATE ROAD

E PECOS DR

E CATFISH LN

S CAMINO WAY

N MCLELLAN DR

E RIDGE RUN

Unnamed Private Road:
To be named N Park View Lane



PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of unnamed road in the Tonto Basin area. The road will be named to: **N Park View Lane**

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Wednesday, April 5, 2014 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name N Park View Lane is scheduled for April 15, 2014 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:

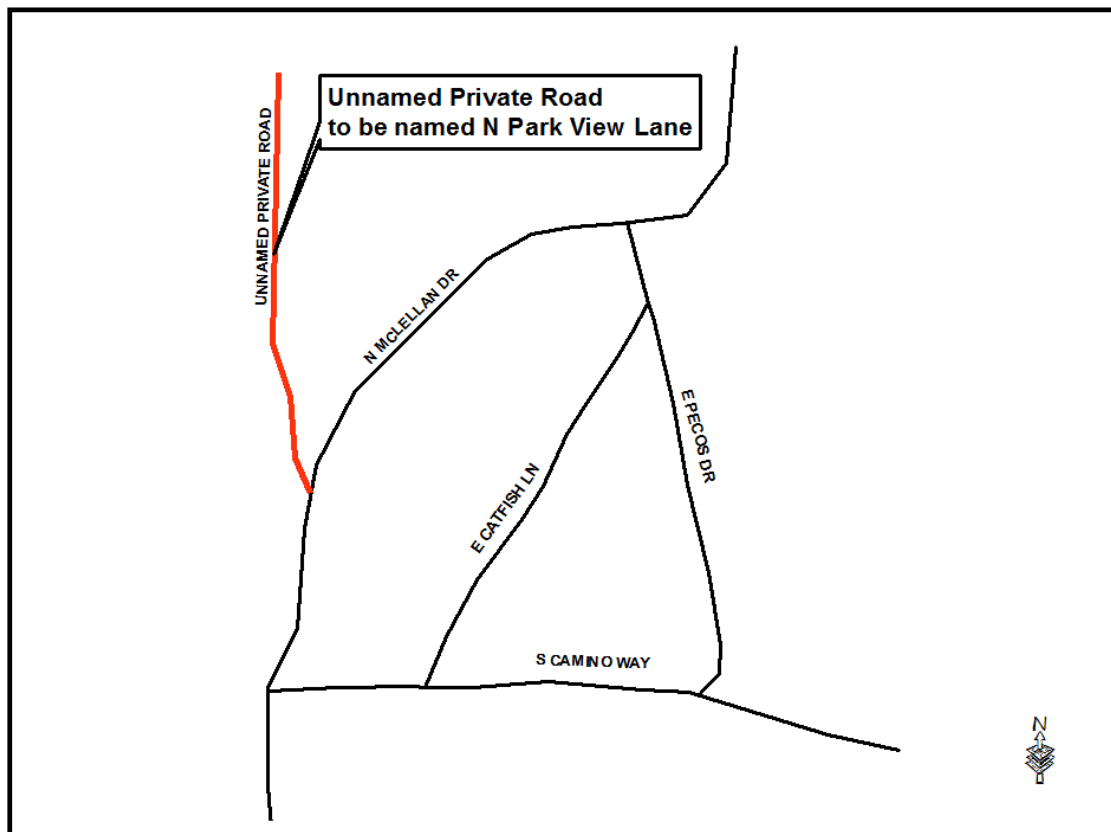
Steven McGill, Rural Addressing Analyst

1(928) 402-8597

Publication Dates:

March 19, 2014

March 26, 2014



ARF-2468

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted By: Marian Sheppard, Clerk,
BOS, Clerk of the Board of
Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Proclamation No. 2014-04 - National Day of Prayer.

Background Information

The first Thursday in May has been designated as the National Day of Prayer since 1988. Historically, the Governor of the State of Arizona and the President of the United States each year adopts a proclamation to proclaim the first Thursday in May as the National Day of Prayer. For many years, the Gila County Board of Supervisors has also adopted a proclamation for same.

Evaluation

Each year the Board of Supervisors adopts a proclamation to declare a date certain in May (first Thursday in May) as the National Day of Prayer and encourages all citizens to pray on their own and give thanks for the rich blessings of our County, State and Nation.

This year's theme is "One Voice, United in Prayer" and the theme verse is Romans 15:6, "So that with one mind and one voice you may glorify the God and Father of our Lord Jesus Christ."

There are many observances of the National Day of Prayer scheduled for May 1, 2014, in Payson, Pine and the Globe-Miami area.

Conclusion

Jerry Green has agreed to present this proclamation to the Board of Supervisors to proclaim May 1, 2014, as the National Day of Prayer in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 2014-04 to proclaim May 1, 2014, as the National Day of Prayer.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2014-04 to proclaim May 1, 2014, as the National Day of Prayer in Gila County.

(Jerry Green)

Attachments

Proclamation No. 2014-04



PROCLAMATION NO. 2014-04

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING MAY 1, 2014, AS THE NATIONAL DAY OF PRAYER IN GILA COUNTY.

WHEREAS, the National Day of Prayer was officially created in 1952 by a joint resolution of the U.S. Congress, and signed into law by President Harry Truman; and

WHEREAS, the first Thursday of May has been designated as the National Day of Prayer since 1988; and

WHEREAS, the pilgrims prayed on the Mayflower and their first act upon touching the soil in America was to kneel and pray; and

WHEREAS, Arizona Governor Jan Brewer has proclaimed May 1, 2014, as the National Day of Prayer for the State of Arizona; and

WHEREAS, each year the President of the United States historically proclaims the first Thursday in May as the National Day of Prayer for the United States of America; and

WHEREAS, this year's theme is "One Voice, United in Prayer" and the theme verse is Romans 15:6: "So that with one mind and one voice you may glorify the God and Father of our Lord Jesus Christ"; and

WHEREAS, many observances of the National Day of Prayer are scheduled for May 1, 2014, in Payson, Pine, and the Globe/Miami area.

NOW, THEREFORE, we, the members of the Gila County Board of Supervisors, do hereby proclaim May 1, 2014, as the National Day of Prayer in Gila County and encourage all citizens to pray on their own and give thanks for the rich blessings of our County, State and Nation.

PASSED AND ADOPTED this 15th day of April 2014.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

ARF-2469

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Malissa Buzan, Community Services Division Director

Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division **Division:** Comm. Action Program/Housing Servs.

Information

Request/Subject

Adoption of Proclamation No. 2014-05 proclaiming April as "Fair Housing Month" in Gila County.

Background Information

Each April, the U.S. Department of Housing and Urban Development (HUD) uses Fair Housing Month to mark the passage of the 1968 Fair Housing Act, the landmark law passed shortly after the assassination of Dr. Martin Luther King, Jr. which prohibits housing discrimination based on race, color, national origin, religion, sex, disability, and family status. This year's Fair Housing Month theme is "Fair Housing is Your Right: Use It!"

Evaluation

In an effort to raise awareness regarding the Fair Housing Act, the Gila County Community Services Division/ Housing Services would like to join the nation in proclaiming April as Fair Housing Month.

Conclusion

By the Board of Supervisors adopting Proclamation No. 2014-05, Gila County will join in a national effort proclaiming April as Fair Housing Month.

Recommendation

The Gila County Division of Community Services Director recommends that the Board of Supervisors adopt Proclamation No. 2014-05 proclaiming April as Fair Housing Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2014-05 proclaiming April as "Fair Housing Month" in Gila County. **(Malissa Buzan)**

Attachments

Proclamation No. 2014-05 Fair Housing Month



PROCLAMATION NO. 2014-05

A PROCLAMATION OF THE GILA COUNTY BOARD OF SUPERVISORS PROCLAIMING APRIL AS FAIR HOUSING MONTH IN GILA COUNTY.

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing, and financing of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familiar status or nation origin; and

WHEREAS, the 1968 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.

NOW, THEREFORE, we, the members of the Gila County Board of Supervisors, do hereby proclaim April as Fair Housing Month in Gila County and do hereby urge all citizens of this County to comply with the letter and spirit of the Fair Housing Law.

PASSED AND ADOPTED this 15th day of April 2014.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

APPROVED AS TO FORM:

Bryan Chambers
Deputy Attorney Principal

ARF-2461

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Fiscal Year: 2013-2014 and 2014-2015

Budgeted?: Yes

Contract Dates April 15, 2014 through

Grant?: Yes

Begin & End: June 30, 2015

Matching Yes

Fund?: New

Requirement?:

Information

Request/Subject

Resolution No. 14-04-06 authorizing the execution of an IGA/JPA 14-0004031-I with the Arizona Department of Transportation.

Background Information

In March 2009, Gila County entered into an agreement with ADOT to design a bridge over Tonto Creek in Tonto Basin. Part of this project required a bridge to be built over Oak Creek. In 2012, the plans for the Oak Creek Bridge were complete and the Tonto Creek Bridge design was nearing completion. The cost of the two bridges and associated earthwork was over \$17 million. The County realized it did not have the funds to complete the project as one large project. It was decided to try and split the project into phases if ADOT was agreeable. After talking to ADOT it was decided to separate the bridges into 2 projects and try to secure funding for the Oak Creek Bridge.

In July 2013, Gila County Public Works applied to the Central Arizona Governments Transportation Technical Advisory Committee (TTAC) for Surface Transportation Funds (STP) to assist in the construction of a bridge on Ewing Trail over Oak Creek in Tonto Basin. The cost of the Oak Creek Bridget is approximately \$2 million. The County was successful in their application and was awarded \$1,350,979 for the project. Gila County will fund the difference of \$649,021 from the ½ cent transportation excise tax. ADOT will bid, advertise, administer and oversee construction of the project.

Evaluation

During storm events and high flows, Oak Creek becomes impassable and as result residents become isolated from goods and services.

While the County continues to work toward finalizing plans and securing funding for a bridge over Tonto Creek, we should take advantage of this opportunity to construct a bridge over Oak Creek.

Conclusion

It is the best interest of the County, the citizens of Tonto Basin, and the public to construct a bridge across Oak Creek.

Recommendation

The Public Works Division Deputy Director recommends that the Gila County Board of Supervisors adopt Resolution No. 14-04-06 approving IGA/JPA 14-0004031-I between the State of Arizona, Department of Transportation, and Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-04-06 which authorizes the execution of an Intergovernmental Agreement (ADOT File No. IGA/JPA 14-0004031-I) between Gila County and the State of Arizona, Department of Transportation for the construction of a bridge on Ewing Trail over Oak Creek in the Tonto Basin area of Gila County. **(Steve Sanders)**

Attachments

Resolution No. 14-04-06

Intergovernmental Agreement with ADOT

Legal Explanation



RESOLUTION NO. 14-04-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 14-0004031-I,) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A BRIDGE ON EWING TRAIL OVER OAK CREEK IN THE TONTO BASIN AREA OF GILA COUNTY

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the construction of a bridge on Ewing Trail over Oak Creek in the Tonto Basin area of Gila County; and

WHEREAS, an Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (IGA/JPA 14-0004031-I,) between Gila County and the State of Arizona, Department of Transportation, for the construction of a bridge on Ewing Trail over Oak Creek in the Tonto Basin area of Gila County.

PASSED AND ADOPTED this 15th day of April 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

ADOT File No.: IGA/JPA 14-0004031-I
AG Contract No.: P001 2014 00xxxx
Project: Oak Creek Bridge-Ewing Trail
Across Oak Creek
Section: Tonto Basin
Federal-aid No.: GGI-0(212)T
ADOT Project No.: SZ11601C
TIP/STIP No.: GIL 13-01C
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AGREEMENT is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its BOARD OF SUPERVISORS, (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. The work proposed under this Agreement consists of constructing a new 147'10" long 2-span AASHTO type III girder bridge over Oak Creek, replacing a pipe culvert crossing that was washed out there several years ago. The work also includes reconstructing Ewing Trail/ FR 423 approaching the new bridge, installing guardrail, riprap gabions, and other related work, hereinafter referred to as the "Project". The County has completed and will provide the design; the State will review the design, advertise, bid, award and administer the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 4. The County, in order to obtain federal funds for the construction of the Project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE).
 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the County and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the County.
 6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

7. The federal funds will be used for the construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ116 01C (construction)

Federal-aid funds @ (appropriate percentage)	\$ 1,350,979.00
County's match @ 5.7%	\$ 81,660.00
County's share @100%	\$ 567,361.00
Total Estimated County Funds	\$ 649,021.00
Total Federal Funds	\$ 1,350,979.00
TOTAL Project Construction Costs**	\$ 2,000,000.00

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the **County** is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The **County** acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the County, if the Project is approved by FHWA and funds for the Project are available.

b. Upon completion of design and prior to bid advertisement, invoice the County for the County's share of the Project construction costs, currently estimated at **\$649,021.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual Project construction costs.

c. Upon receipt of the County's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.

d. Upon FHWA authorization and with the aid of the County, proceed to advertise for, receive and open bids, subject to the concurrence of the County to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

e. Be granted, without cost requirements, the right to enter County right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the County.

f. Notify the County that the Project has been completed and is considered acceptable, coordinating with the County as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

g. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement, designate the State as authorized agent for the County.

b. Prepare and provide the design plans, specifications and other such documents and services required for construction bidding and construction of the Project and incorporate comments from the State as appropriate.

c. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

d. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the County's Project construction costs, currently estimated at **\$649,021.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs. , Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

h. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

i. Grant the State, its agents and/or contractors, without cost, the right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

j. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Project Management Section.

k. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the County. This Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the County will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the County terminate this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The County acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to pay the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of 9 months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Gila County
Attn: Steve Sanders
745 N. Rose Mofford Way
Globe, Arizona 85501
(928) 425-3231 Ext. 8502
(928) 425-8104 Fax

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GILA COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
MICHAEL A. PASTOR
Chairman

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
MARIAN SHEPPARD
County Clerk

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2014.

Bryan Chambers, Deputy Attorney Principal



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2462

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Information

Request/Subject

Resolution No. 14-04-07 adopting the Final Report of the Gila County Transportation Study dated January 2014

Background Information

In June 2012, the Arizona Department of Transportation (ADOT) announced that it was taking applications for Planning Assistance for Rural Areas (PARA) Studies. On July 17, 2012, the Board adopted Resolution No. 12-07-02 approving staff to submit a PARA application to ADOT. Around September 2012, Gila County was notified that ADOT would fund a PARA Study for Gila County. ADOT selected Kimley-Horn as Project Manager of the study and the kick-off meeting was held in early 2013. The study focused on the transportation infrastructure needs of the County. The needs were grouped into the following elements: roadway, safety, pavement management, bicycle and pedestrian facilities, and transportation finance.

Evaluation

A technical advisory committee was formed with stakeholders from communities and agencies within the County to assist Kimley-Horn in creating the Transportation Plan. A series of public meetings was also held in Globe and Payson to seek input from residents in the development of the Plan.

Conclusion

In January 2014, Kimley-Horn completed the Final Report of the Gila County Transportation Plan.

Recommendation

It is the recommendation of the Public Works Division Deputy Director that the Board adopt the Final Report of the Gila County Transportation Study dated January 2014, and authorize staff to utilize the findings and recommendations of the Gila County Transportation Study as a basis for transportation decisions in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-04-07 accepting the Final Report of the Gila County Transportation Study dated January 2014. **(Steve Sanders)**

Attachments

Resolution No. 14-04-07

Transportation Study



RESOLUTION NO. 14-04-07

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ADOPTING THE FINAL REPORT OF THE GILA COUNTY TRANSPORTATION STUDY DATED JANUARY 2014, WHICH IDENTIFIES CRITICAL TRANSPORTATION INFRASTRUCTURE NEEDS OVER THE NEXT 20 YEARS AND ASSISTS IN THE DEVELOPMENT OF A PROGRAM OF IMPROVEMENT PROJECTS TO ADDRESS THOSE NEEDS.

WHEREAS, the purpose of the Gila County Transportation Study was to identify critical transportation infrastructure needs of Gila County over the next 20 years and recommend a program of improvement projects to address those needs identified as roadway, safety, pavement management, bicycle and pedestrian facilities, and transportation finance; and,

WHEREAS, the Gila County Transportation Study will provide assistance and planning in the development of the County's transportation system in cooperation with local, regional, state, and federal stakeholders; and,

WHEREAS, on July 17, 2012, the Gila County Board of Supervisors adopted Resolution No. 12-07-02, authorizing staff to submit an application to Arizona Department of Transportation (ADOT) for a Planning Assistance to Rural Areas (PARA) Study for Gila County. The result of that application is the Final Report of the Gila County Transportation Study dated January 2014.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does hereby adopt the Final Report of the Gila County Transportation Study dated January 2014 and authorizes staff to utilize the findings and recommendations of the Gila County Transportation Study as a basis for transportation decisions in Gila County.

PASSED AND ADOPTED this 15th day of April 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

Final Report

Gila County

TRANSPORTATION STUDY

January 2014



Prepared by
 Kimley-Horn
and Associates, Inc.



Gila County Transportation Study

ADOT MPD Task Assignment 011C-13
PGTD0904
Contract ADOT11-013152

Executive Summary

Prepared by:



Kimley-Horn
and Associates, Inc.

Prepared for:

ARIZONA DEPARTMENT OF TRANSPORTATION
GILA COUNTY

January 2014
098236006



1 INTRODUCTION

The Arizona Department of Transportation (ADOT) awarded funding for the Gila County Transportation Study through the Planning Assistance for Rural Areas (PARA) program. The purpose of the PARA program is to assist rural counties, cities, towns, and tribal communities in addressing a broad range of multimodal transportation planning issues.

The principal purpose of the Gila County Transportation Study is to identify the most critical transportation infrastructure needs within Gila County and recommend a program of improvement projects to address these needs. Transportation needs were grouped into the following elements: roadway, safety, pavement management, bicycle and pedestrian facilities, and transportation finance.

The study area for the Gila County Transportation Study is all transportation facilities within Gila County that are owned or maintained by Gila County. This excludes transportation facilities owned and maintained by Gila County's incorporated communities and Indian reservations, as well as the state highways owned and maintained by ADOT, although it does include the connecting points between these facilities and those facilities owned or maintained by Gila County.

This executive summary of the study provides a brief summary of current and future conditions, transportation needs and issues, recommended improvements, and the implementation plan. More detailed information can be found in the final report.

2 SOCIOECONOMIC CONDITIONS

Per the U.S. Census, the 2010 population of Gila County (including the incorporated communities) is 53,597 and the 2010 employment in Gila County is 11,094. The major economic industries in Gila County are mining, recreation, ranching, and tourism.

The Gila County population grew at a compound annual growth rate of approximately 1.45% per year between 1990 and 2010. Population projections for Gila County estimate an average compound annual growth rate of 0.37% per year between 2013 and 2033, resulting in a 2033 population estimate of 57,800.

3 ROADWAYS

The existing roadway network and roadway ownership in Gila County are shown in **Figure ES-1**. The roadway network is comprised of state highways and non-state roadways owned by Gila County, federal agencies, local jurisdictions, or private owners. Gila County owns or maintains a total of 764.9 miles of roadways (171.8 miles of paved roadways and 593.1 miles of unpaved roadways), of which approximately 500 miles are U.S. Forest Service (USFS) roadways.

Traffic volume information serves to indicate how close to capacity roadway segments or intersections may be. The highest traffic volumes occur on segments of Golden Hill Road, Main Street, Jesse Hayes Road, and Houston Mesa Road. All study area roadway segments for which traffic volume data was available currently provide acceptable levels of service and are projected to continue to provide acceptable levels of service through the study horizon year of 2033.

Of the 13 bridges owned or maintained by Gila County, eight bridges have been rated by ADOT as being in need of repair or replacement. Gila County is planning to construct two new bridges at Oak Creek and Tonto Creek to provide all-weather access through the Tonto Basin community.



Source: Gila County, ADOT, USFS

Figure ES-1 – Roadway Network in Gila County

4 SAFETY

Crash data was obtained from ADOT, Gila County, and USFS for a five-year analysis period from January 1, 2008 through December 31, 2012. There were a total of 324 motor vehicle crashes on study area roadways within the analysis period, of which there were six fatal crashes (five involving motorcycles or all-terrain vehicles) and 105 injury crashes. Speed and/or alcohol were identified as factors in most of the fatal and serious injury crashes.

Four study area segments with higher numbers of crashes were identified as warranting more detailed safety evaluations: Broadway Street/El Camino Street intersection; Young Road (FS 512) east of FS 202; Russell Road (FS 55) between Roberts Drive and Kellner Canyon Road; and Houston Mesa Road between SR 87 and Control Road.

5 PAVEMENT MANAGEMENT

A roadway pavement condition inventory was conducted in May 2013 for the paved roadway segments within Gila County's two maintenance regions: the Timber region (the Payson/Mogollon Rim area); and the Copper region (Globe area).

The roadway pavement conditions were visually rated as being Excellent, Good, Fair, Poor, or Failed. Overall, the majority of the roadways within the Timber region are in Good to Fair condition with the most common distresses observed being low-severity longitudinal and transverse (L&T) cracking, alligator cracking, edge cracking, and weathering/raveling. The majority of the paved roadways within the Copper region are in Fair to Poor condition with the most common distresses observed being medium-severity block and alligator cracking in addition to low- to medium-severity weathering/raveling.

The roadway segments rated as Failed or Poor in both the Timber and Copper regions generally exhibit a significant amount of medium- to high-severity alligator cracking, medium- to high-severity edge-cracking, and patching, resulting in a loss of surface integrity and ability to safely and efficiently accommodate the vehicular traffic being applied to the roadway surface.

6 BICYCLE AND PEDESTRIAN FACILITIES

Elements that make up bicycle networks can include designated bike routes, striped bike lanes, paved shoulders along roadways, wide outside lanes, shared use paths, and sidewalks. There are limited existing bicycle facilities on Gila County roads. Fairgrounds Road has a wide shoulder that is marked as a bicycle lane. Several of the state highways that connect to County roadways have wide shoulders.

Pedestrian networks are typically comprised of sidewalks, trails, and shared use paths. Few sidewalks exist on County roadways. Those that do exist are generally located within or near the incorporated communities of Globe, Miami, and Payson and there are often gaps in the sidewalk network. There are no trails or shared use paths owned or maintained by Gila County.

7 TRANSPORTATION FINANCE

In 1994, Gila County voters passed a half-cent excise tax to pay for highway and street improvements and transportation projects that has a sunset date of December 31, 2014. This tax has generated approximately \$3 million in revenue per year for Gila County.

The State of Arizona taxes motor fuels and collects a variety of fees relating to the registration and operation of motor vehicles to generate revenue for the Highway User Revenue Fund (HURF). HURF

revenue, which is intended to be used on highway-related expenses, has historically been approximately \$3.3 million per year for Gila County.

Federal funding for transportation improvements is available through federal programs authorized under Moving Ahead for Progress in the 21st Century (MAP-21), subject to eligibility requirements and approval by ADOT and the Federal Highway Administration (FHWA). Utilizing federal funds requires obtaining environmental, utility, and right-of-way clearances before proposed improvements can be implemented.

Transportation improvement needs have historically exceeded available revenue. This trend is anticipated to continue for the foreseeable future unless additional sources of revenue are identified.

8 TRANSPORTATION NEEDS

Transportation system needs (e.g., safety issues, infrastructure gaps or deficiencies, and unmet demand for transportation facilities or services) were identified from an analysis of current and future transportation conditions and comments received from the general public, the technical advisory committee, and stakeholders regarding transportation system needs.

8.1 Roadway Needs

Paving Control Road (FS 64) between SR 87 and SR 260 and paving Young Road (FS 512) between SR 260 and SR 288 are the highest-priority Gila County paving needs.

Eight Gila County bridges need to be rehabilitated to current standards or replaced. New bridges at Oak Creek and Tonto Creek are needed to provide all-weather access through Tonto Basin.

8.2 Safety Needs

There is a need to improve enforcement and driver education on Gila County roadways. Speed limits should be adhered to and the public should be warned about the dangers of alcohol consumption while driving.

Four study area segments need more detailed safety evaluations: Broadway Street/El Camino Street intersection; Young Road (FS 512) east of FS 202; Russell Road (FS 55) between Roberts Drive and Kellner Canyon Road; and Houston Mesa Road between SR 87 and Control Road.

Another identified need is the development of a more consistent procedure for reporting crash data collected by Gila County and USFS to ADOT.

8.3 Pavement Management Needs

The roadway segments whose pavement condition is rated as Failed or Poor need to be rehabilitated to prevent further deterioration and to improve circulation, safety, emergency vehicle access, and drainage. Because pavement conditions are generally expected to deteriorate over time, even the roadways rated as Excellent, Good, or Fair will likely need to be rehabilitated within the next 20 years.

8.4 Bicycle and Pedestrian Needs

Bike lanes/paved shoulders should be provided on roadways that connect urbanized areas, activity centers, and recreational destinations, particularly if these routes have high traffic volumes, high speeds, or are used by trucks or recreational vehicles.

Gila County staff has identified two roadways that are high-priority candidates for bike lanes/paved shoulders: Christopher Creek Loop is a recreational roadway with sufficient pavement width that a bike lane/paved shoulder could be created if the roadway were restriped to remove the center turn lanes; and Houston Mesa Road has sufficient right-of-way that the roadway could be widened to create bike lanes/paved shoulders without needing additional right-of-way.

Another identified need was to fill in gaps and expand the sidewalk network, particularly in the vicinity of the incorporated communities of Globe, Miami, and Payson.

8.5 Transportation Finance Needs

The cost of needed improvements is expected to exceed projected available revenue from traditional revenue sources. A key identified need is extending the transportation excise tax or identifying other funding sources to construct the projects currently in the Gila County 2013-2018 Capital Improvement Program (CIP) and the improvement projects recommended in this study.

9 IMPROVEMENT CONSIDERATIONS

The considerations described below guided the development and priority ranking of potential improvements.

Proactive maintenance activities can prolong pavement life cycle spans, thus requiring less capital expenditure. Taking a proactive approach in managing the overall condition of the pavement network and applying maintenance and rehabilitation activities at the appropriate time will allow Gila County to make cost-effective decisions and protect the investment in the roadway network. It is important that Gila County make maintenance and rehabilitation decisions that consider the underlying cause of the pavement deterioration so that repairs will restore the expected useful life of the pavement.

It is recommended that Gila County consider updating its rural collector, rural local, and rural very low volume roadway cross-sections to provide sufficient accommodation for bike travel (i.e., a minimum 5-foot flat paved shoulder or bike lane). It is also recommended that Gila County consider adopting a “complete streets” policy that emphasizes the importance of providing transportation facilities that accommodate all users.

A Road Safety Assessment (RSA) of the Broadway Street/El Camino Street intersection was conducted by ADOT in June 2013 at the request of Gila County because the location was identified as needing a more detailed safety evaluation. Issues and recommended countermeasures for consideration were identified as a result of the RSA. Gila County has indicated it intends to implement the recommended countermeasures as funding and staff resources become available.

10 EVALUATION CRITERIA AND PRIORITIZATION

10.1 Prioritization of Recommended Capital Improvements

Roadway, safety, bicycle, and pedestrian improvements are collectively considered capital improvements. Capital improvement project recommendations are based on an assessment of need. Prioritization of those projects reflects the degree to which the projects meet the following evaluation criteria:

- Already programmed or designed;
- Promotes safety;
- Preserves existing infrastructure;
- Improves system continuity and efficiency;

- Encourages multimodal travel;
- Improves air quality;
- Design is not overly complex; and
- Functionally classified as a collector or arterial.

The prioritized projects were grouped into near-term, mid-term, and long-term priorities.

10.2 Prioritization of Recommended Pavement Improvements

To provide the framework necessary to make informed decisions regarding pavement improvement priorities, a set of prioritization criteria was developed. The primary factors considered in the development of the prioritization criteria were functional classification, overall pavement condition rating, and the type, severity, and amount of load-related distress observed (measured as a percentage of the overall area experiencing the distress).

Nine pavement improvement categories were developed consisting of “Resurface – Priority #1” through “Resurface – Priority #4”, “Chip Seal – Priority #1” through “Chip Seal – Priority #4”, and “Preventive Maintenance”. Resurface improvements refer to an asphalt pavement overlay and are for those segments with low overall pavement condition ratings or high degrees of load-related distresses. Chip seal improvements are for those segments with moderate overall pavement condition ratings or moderate degrees of load-related distresses. Preventive maintenance improvements such as crack sealing, fog sealing, and asphalt patching are for those segments with high overall pavement condition ratings or low degrees of load-related distresses.

Roadway segments with a priority of “Resurface – Priority #1”, “Resurface – Priority #2”, and “Chip Seal – Priority #1” have been assigned to the near-term implementation timeframe.

Roadway segments with a priority of “Resurface – Priority #3”, “Resurface – Priority #4”, “Chip Seal – Priority #2”, “Chip Seal – Priority #3”, and “Chip Seal – Priority #4” have been assigned to the mid-term implementation timeframe.

Roadways with a priority of “Preventive Maintenance” are not assigned to a specific implementation timeframe – rather, preventive maintenance on these segments should be conducted at regular intervals or as needed to address specific issues that arise. It is anticipated that some of the roadways with a priority of “Preventive Maintenance” that receive regular preventive maintenance treatment in the near-term and mid-term implementation timeframes will still likely need resurfacing or chip seal treatment in the long-term timeframe.

11 PLAN FOR IMPROVEMENTS

11.1 Implementation Plan

An implementation plan has been developed to group the recommended improvements into near-term (0-5 years), mid-term (6-10 years), and long-term (11-20 years) timeframes based on the aforementioned prioritization process for capital and pavement maintenance improvement projects. Implementation timeframes are based on fiscal years (FY). The actual phasing of implementation of the recommended improvements will be determined by a variety of factors, including funding availability, development activity, traffic patterns, and private participation. The need for improvements should be re-evaluated each year as part of Gila County’s budget processes or as needed if conditions and travel patterns change significantly.

Table ES-1, Table ES-2, and Table ES-3 present the implementation plan, split into near-term (FY2015-FY2019), mid-term (FY2020-2024), and long-term (FY2025-2034) timeframes. These tables include project cost estimates. Project cost estimates include, where applicable, planning-level construction costs as well as “soft” costs such as planning, design, construction engineering, and contingency costs. Right-of-way costs are not included in the estimates. All cost estimates are in 2013 dollars, do not account for inflation, and are rounded to the nearest \$5,000.

To be conservative, the cost estimates developed as part of this study assume federal funding will be utilized in case federally funded grants can be obtained. The exception to this assumption is that the cost estimates developed for the pavement maintenance improvement projects (i.e., chip seal, resurface, and miscellaneous preventive maintenance and equipment) assume Gila County funding will be utilized as pavement maintenance activities have historically been funded by Gila County.

The total cost estimate for the implementation plan is:

- Near-term (FY2015-FY2019) improvement projects: \$32.8 million;
- Mid-term (FY2020-FY2024) improvement projects: \$41.9 million;
- Long-term (FY2025-FY2034) improvement projects: \$91.5 million; and
- Total implementation plan cost: \$166.2 million.

The locations of the recommended improvement projects included in the implementation plan are shown in **Figure ES-2**.

11.2 Existing Revenues Sources

Three scenarios were developed to assess potential future transportation project funding opportunities based on existing revenue sources:

- *Scenario 1:* The transportation excise tax is extended for another 20 years and Gila County applies the full revenue amount to Gila County projects. HURF revenues continue as a funding source;
- *Scenario 2:* The transportation excise tax is extended for another 20 years and Gila County shares revenues with the other jurisdictions in Gila County. This scenario assumes that Gila County will get one-half of the transportation excise tax revenues of Scenario 1. HURF revenues continue as a funding source; and
- *Scenario 3:* The transportation excise tax is not extended and Gila County depends solely on HURF revenues for funding.

It is assumed that transportation excise tax and HURF revenues will grow 1.0% per year over the preceding year. This assumption provides the revenues shown in **Table ES-4** for FY 2015 through FY 2034, the analysis period for the Gila County Transportation Study. It should be noted that costs are not indexed to inflation and are based on today’s dollars.

For the analysis period (FY 2015-2034), projected total revenues vary from approximately \$139.0 million to \$73.7 million, depending on whether the excise tax extension is approved by voters, and if approved, how the revenues would be distributed. The total cost of recommended improvement projects and corresponding projected revenue shortfall for each of the three revenue scenarios are also shown in **Table ES-4**.

Table ES-1 – Recommended Near-term Improvement Projects

Project Name	Project Type	Project Cost Estimate
<i>Roadway Improvements - Paving and Improving Existing Unpaved Roadways</i>		
Pine Creek Canyon Dr: Pine Ln to campground entrance	Paving	\$1,550,000
Icehouse Canyon Rd: Six Shooter Canyon Rd to end of pavement	Paving	\$300,000
<i>Roadway Improvements - Bridges</i>		
Tonto Creek Bridge (assumed \$100k per year of total \$1.14M for 5.7% share of \$20M total cost)	New construction	\$500,000
Bridge Load Rating Study	Study	\$100,000
Rim Trail Bridge	Replacement	\$195,000
Bloody Tanks Wash Bridge	Replacement	\$205,000
Tonto Village Bridge	Replacement	\$265,000
<i>Roadway Improvements - Other</i>		
SR 260: Lion Springs Section (Gila County contribution)	Widen to 4-lane highway	\$2,200,000
Cemetery Rd: SR 87 to end of pavement	Paving and reconstruction	\$150,000
Monroe St. Reconstruction: 7th St to Gila County Courthouse	Roadway realignment	\$890,000
<i>Safety Improvements</i>		
Broadway St/El Camino St Intersection RSA	Modifications per RSA	\$100,000
Houston Mesa Rd RSA – 9.64-mile segment from SR 87 to Control Rd	Modifications per RSA	\$250,000
Russell Rd (FS 55) RSA – 5.5-mile segment from Roberts Dr to Kellner Canyon Rd	Modifications per RSA	\$200,000
Young Rd (FS 512) RSA – 0.7-mile segment east of FS 202	Modifications per RSA	\$150,000
Driver Education Campaign	Outreach	\$25,000
<i>Bicycle Facility Improvements</i>		
Houston Mesa Rd: SR 87 to Control Rd	Add paved shoulder or shared use path	\$160,000
Christopher Creek Loop: SR 260 to SR 260	Add paved shoulder	\$45,000
<i>Pavement Maintenance Improvements</i>		
Chip seal projects	Chip seal - Priority #1	\$225,000
Resurface projects	Resurface - Priority #1 and #2	\$14,025,000
Miscellaneous preventive maintenance and equipment	Assumes \$2.25M per year	\$11,250,000
Total Near-term (FY2015-FY2019) Improvement Costs		\$32,785,000

Source: Kimley-Horn and Associates, Inc.

Table ES-2 – Recommended Mid-term Improvement Projects

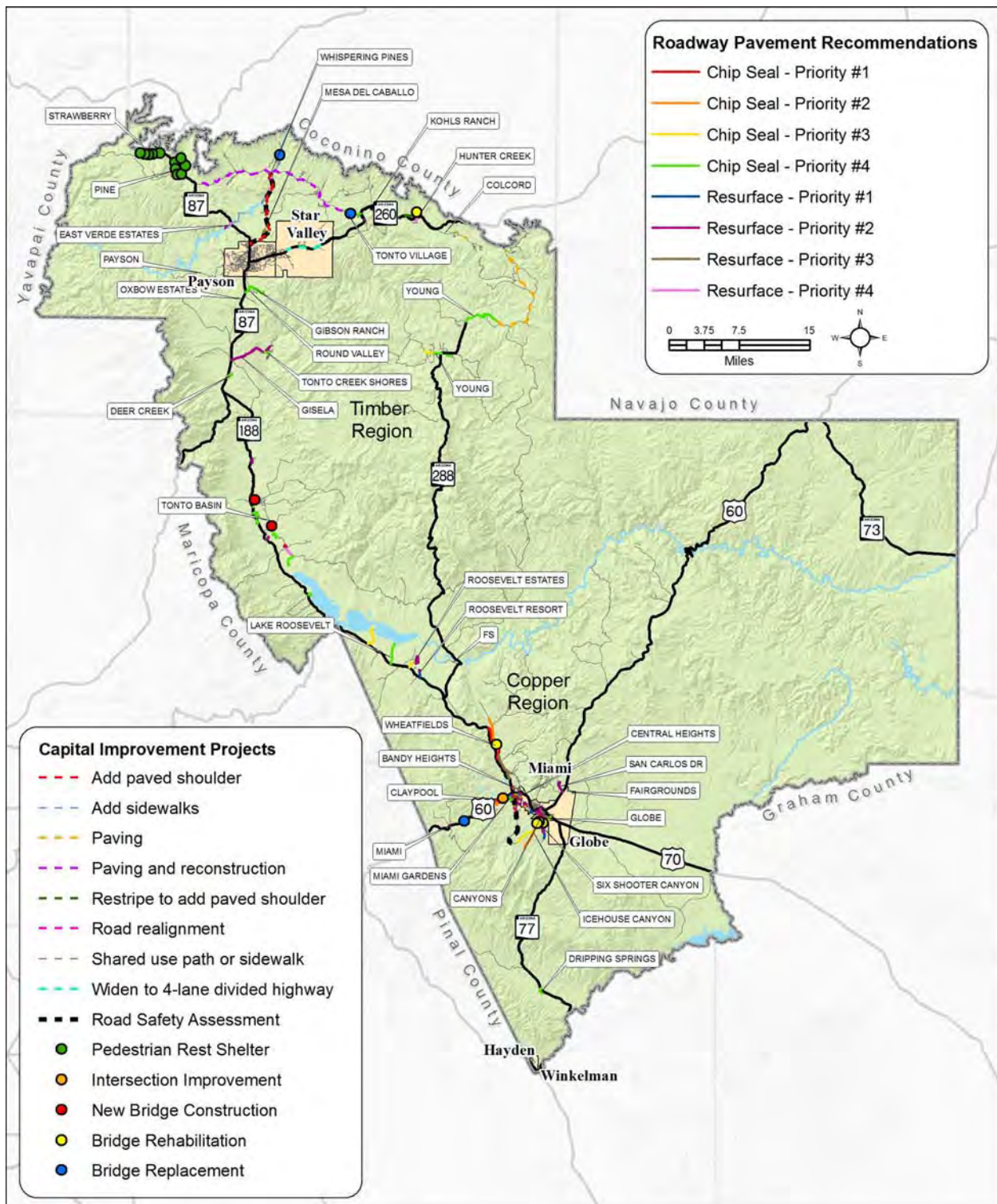
Project Name	Project Type	Project Cost Estimate
<i>Roadway Improvements - Paving and Improving Existing Unpaved Roadways</i>		
Control Rd (FS 64): Houston Mesa Rd to FS 144	Paving and reconstruction	\$8,970,000
Young Rd (FS 512): Colcord Rd to FS 128	Paving	\$10,230,000
<i>Roadway Improvements - Bridges</i>		
Icehouse Canyon Bridge 1	Rehabilitation	\$20,000
Icehouse Canyon Bridge 2	Rehabilitation	\$65,000
Christopher Creek Bridge	Rehabilitation	\$20,000
Pinal Creek Bridge	Rehabilitation	\$45,000
Pinal Creek Reinforced Concrete Box Culvert	Rehabilitation	\$20,000
Tonto Creek Bridge (assumed \$100k per year of total \$1.14M for 5.7% share of \$20M total cost)	New construction	\$500,000
<i>Bicycle Facility Improvements</i>		
Six Shooter Canyon Rd: Cherokee Rd to Icehouse Canyon Rd	Add paved shoulder	\$335,000
Jesse Hayes Rd: Beer Tree Crossing to Oil Circle Rd	Add paved shoulder	\$1,245,000
Fossil Creek Rd: Rimwood Rd to SR 87	Add paved shoulder	\$595,000
<i>Pedestrian Facility Improvements</i>		
Jesse Hayes Rd: Beer Tree Crossing to Oil Circle Rd	Add sidewalks	\$105,000
<i>Pavement Maintenance Improvements</i>		
Chip seal projects	Chip seal - Priority #2, #3, and #4	\$1,935,000
Resurface projects	Resurface - Priority #3 and #4	\$6,565,000
Miscellaneous preventive maintenance and equipment	Assumes \$2.25M per year	\$11,250,000
Total Mid-term (FY2020-FY2024) Improvement Project Costs		\$41,900,000

Source: Kimley-Horn and Associates, Inc.

Table ES-3 – Recommended Long-term Improvement Projects

Project Name	Project Type	Project Cost Estimate
<i>Roadway Improvements - Paving and Improving Existing Unpaved Roadways</i>		
Young Rd (FS 512): FS 128 to FS 101	Paving	\$8,140,000
Control Rd (FS 64): FS 144 to 2 miles west of SR 260	Paving and reconstruction	\$11,930,000
Young Rd (FS 512): FS 101 to Crouch Mesa Rd (FS 116)	Paving	\$9,100,000
Control Road (FS 64): SR 87 to Houston Mesa Road	Paving and reconstruction	\$18,195,000
<i>Roadway Improvements - Bridges</i>		
Tonto Creek Bridge (assumed remaining \$140k of total \$1.14M for 5.7% share of \$20M total cost)	New construction	\$140,000
<i>Bicycle Facility Improvements</i>		
Russell Rd: Hospital Dr to Golden Hill Rd	Add paved shoulder	\$240,000
Main St: Golden Hill Rd to Short Ave	Add paved shoulder	\$280,000
Golden Hill Rd: Russell Rd to Main St	Add paved shoulder	\$450,000
Old Oak St: Locomotive Dr to US 60	Add paved shoulder	\$170,000
<i>Pedestrian Facility Improvements</i>		
Russell Rd: US 60 to Golden Hill Rd	Add sidewalks	\$100,000
Golden Hill Rd: Russell Rd to Main St	Add shared use path or sidewalks	\$170,000
Broadway St: Existing sidewalk to Old Oak St	Add sidewalks	\$55,000
Old Oak St: US 60 to Railroad Ave, Railroad Ave to Maple St	Add sidewalks	\$65,000
<i>Pavement Maintenance Improvements</i>		
Chip seal and resurface projects for roadways in good condition now that will need rehabilitation in 10-20 years	Assumes \$2.00M per year	\$20,000,000
Miscellaneous preventive maintenance and equipment	Assumes \$2.25M per year	\$22,500,000
Total Long-term (FY2025-FY2034) Improvement Project Costs		\$91,535,000

Source: Kimley-Horn and Associates, Inc.



Source: Kimley-Horn and Associates, Inc.

Figure ES-2 – Recommended Improvement Projects in Implementation Plan

Table ES-4 – Revenue Projections

Revenue Source	Scenario 1 Revenues (Excise Tax + HURF)	Scenario 2 Revenues (1/2 Excise Tax + HURF)	Scenario 3 Revenues (HURF Only)	Total Cost of Recommended Improvement Projects	Projected Revenue Shortfall
Near-term (FY2015-FY2019)				Near-term (FY2015-FY2019)	
Excise Tax Revenues	\$15,120,000	\$7,560,000	\$0	\$32,785,000	Scenario 1: \$585,000
HURF Revenues	\$17,080,000	\$17,080,000	\$17,080,000		Scenario 2: \$8,145,000
Total Near-term Revenues	\$32,200,000	\$24,640,000	\$17,080,000		Scenario 3: \$15,705,000
Mid-term (FY2020-FY2024)				Mid-term (FY2020-FY2024)	
Excise Tax Revenues	\$15,890,000	\$7,945,000	\$0	\$41,900,000	Scenario 1: \$8,060,000
HURF Revenues	\$17,950,000	\$17,950,000	\$17,950,000		Scenario 2: \$16,005,000
Total Mid-term Revenues	\$33,840,000	\$25,895,000	\$17,950,000		Scenario 3: \$23,950,000
Long-term (FY2025-FY2034)				Long-term (FY2025-FY2034)	
Excise Tax Revenues	\$34,240,000	\$17,120,000	\$0	\$91,535,000	Scenario 1: \$18,595,000
HURF Revenues	\$38,700,000	\$38,700,000	\$38,700,000		Scenario 2: \$35,715,000
Total Long-term Revenues	\$72,940,000	\$55,820,000	\$38,700,000		Scenario 3: \$52,835,000
Total (FY2015-FY2034)				Total (FY2015-FY2034)	
Total Revenues	\$138,980,000	\$106,355,000	\$73,730,000	Total Cost \$166,220,000	Total Revenue Shortfall Scenario 1: \$27,240,000 Scenario 2: \$59,865,000 Scenario 3: \$92,490,000

Source: Kimley-Horn and Associates, Inc.

11.3 Additional Revenue Sources

Based on revenue projections, Gila County will not have sufficient revenue from existing sources to complete all of the recommended improvements in this study within the recommended timeframes. For the three aforementioned revenue scenarios, the projected total revenue shortfall for FY2015 through FY2034 is estimated to be approximately \$27.2 million with Scenario 1, \$59.9 million with Scenario 2, and \$92.5 million with Scenario 3. Additional local, regional, state, and/or federal revenue sources will be needed if all of the recommended improvements are to be constructed within the recommended timeframes.

11.4 Title VI Impacts

The U.S. Department of Transportation regulations related to disadvantaged, or Title VI, populations (i.e., minority, low-income, and elderly populations) state that in determining the site or location of transportation facilities, selection cannot be made with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies. According to the regulations, a project using federal funds cannot be implemented that will cause disproportionately high and adverse impacts to disadvantaged populations.

The Gila County Transportation Study is a long-range multimodal planning study that addresses the transportation needs in the study area for the near-term, mid-term, and long-term transportation planning horizons. The recommended improvements are expected to improve the overall transportation system of the study area and benefit the study area as a whole. Recommended improvement projects were not selected based on the population that would be impacted, but rather were selected to address an identified transportation need. More detailed analysis will be needed for individual design projects that are federally-funded to ensure that there are no disproportionately high and adverse impacts to disadvantaged populations.

11.5 Recommended Next Steps

Recommended next steps include the following:

- Present the Gila County Transportation Study to the Gila County Board of Supervisors for approval;
- Support extension of the transportation excise tax and identify other potential funding sources such as local/regional taxes and federal funding programs;
- Develop various funding scenarios showing what can be funded depending on various levels of anticipated revenues;
- Continue to coordinate with ADOT regarding funding for widening SR 260: Lion Springs section;
- Integrate the implementation plan into the next update of the Gila County five-year CIP as available funding allows; and
- Coordinate the implementation of the Gila County Transportation Study with the previously completed Payson Transportation Study and Cobre Valley Comprehensive Transportation Study.

12 PUBLIC AND STAKEHOLDER PARTICIPATION

To inform and involve Gila County residents in the study and to obtain public input, two rounds of public meetings were held in both Payson and Globe. Public involvement summary reports were prepared that documented the input received at the public meetings.

To inform and involve Gila County elected officials in the study and to obtain their input, presentations that summarized the findings and recommendations of the study were made to the Gila County Board of Supervisors and to several of the City/Town Councils of the incorporated communities in Gila County.

To inform and involve Gila County agency staff in the study and to obtain their input on interim deliverables, a technical advisory committee met four times that was comprised of key stakeholders representing the incorporated communities in Gila County, Central Arizona Governments (CAG), ADOT, Gila County, USFS, and the San Carlos Apache Tribe.



Gila County Transportation Study

ADOT MPD Task Assignment 011C-13
PGTD0904
Contract ADOT11-013152

Final Report

Prepared by:

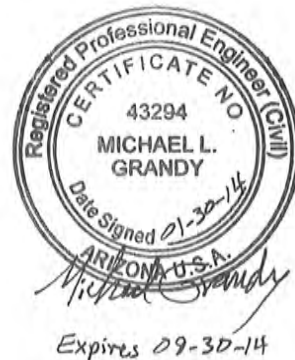


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ARIZONA DEPARTMENT OF TRANSPORTATION
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January 2014
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This report has been funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The contents of this report reflect the views of the authors, who are responsible for the facts and the accuracy of the data, and for the use or adaptation of previously published material, presented herein. The contents do not necessarily reflect the official views or policies of the Arizona Department of Transportation or the Federal Highway Administration, U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation. Trade or manufacturers' names that may appear herein are cited only because they are considered essential to the objectives of the report. The U.S. government and the State of Arizona do not endorse products or manufacturers.

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1 INTRODUCTION

The Arizona Department of Transportation (ADOT) awarded funding for the Gila County Transportation Study through the Planning Assistance for Rural Areas (PARA) program. The purpose of the PARA program is to assist rural counties, cities, towns, and tribal communities in addressing a broad range of multimodal transportation planning issues related to roadways, transit, and non-motorized modes of travel.

1.1 Study Purpose

The principal purpose of the Gila County Transportation Study is to identify the most critical transportation infrastructure needs within Gila County and recommend a program of improvement projects to address these needs. The study will serve as a guide for community development, project funding applications, and project implementation.

1.2 Study Objectives

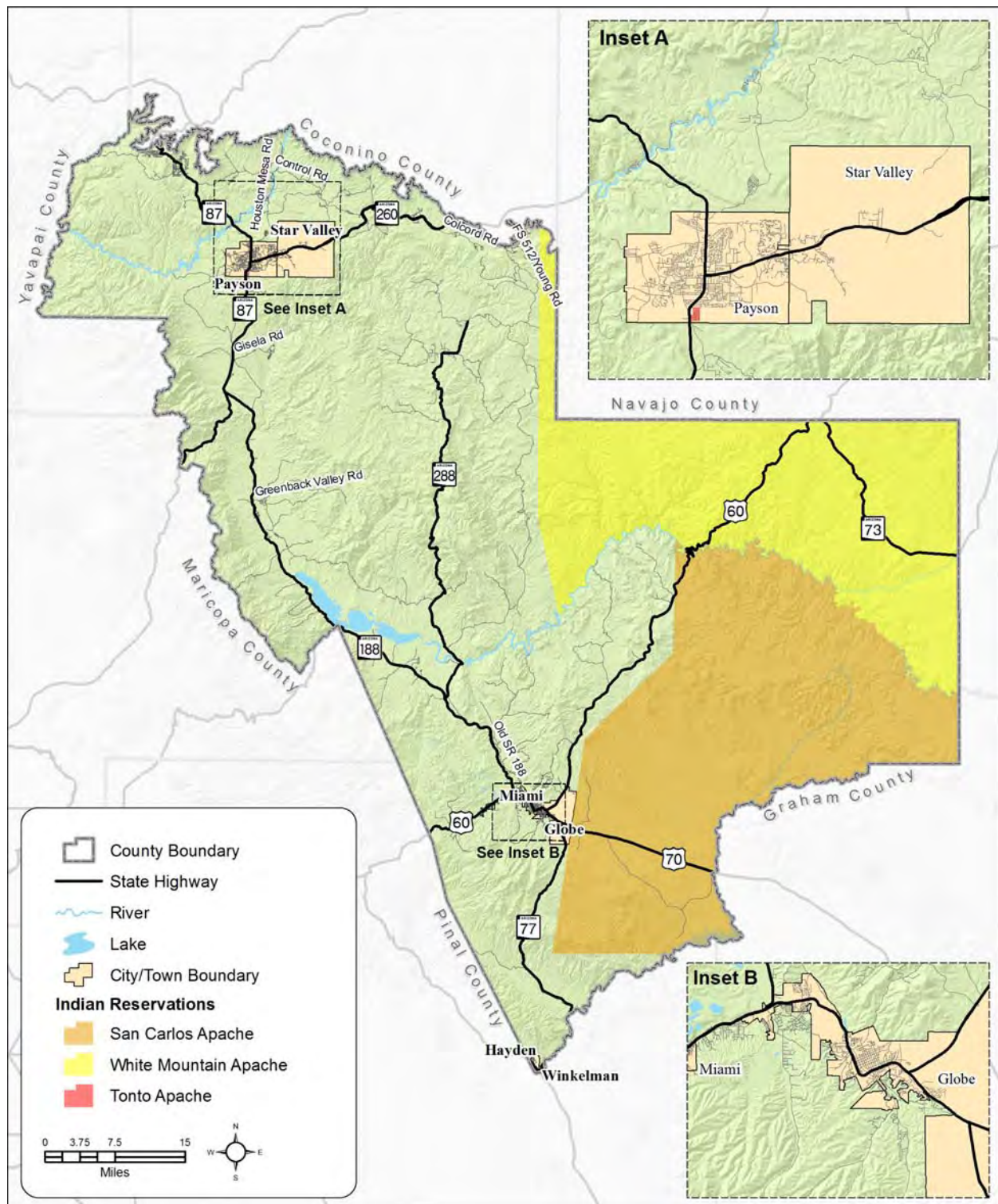
Objectives of the Gila County Transportation Study are:

- Compile data and information on current and projected future conditions to identify transportation needs for the following elements:
 - Roadway,
 - Safety,
 - Pavement management,
 - Bicycle and pedestrian facilities, and
 - Transportation finance;
- Recommend and prioritize specific projects and implementation strategies – along with their associated costs – that address identified needs over the next five, ten, and twenty years;
- Present study information to, and obtain input from, technical staff and the general public; and
- Summarize the study’s findings and recommendations in a final report.

1.3 Study Area

The study area for the Gila County Transportation Study is all transportation facilities within Gila County that are owned or maintained by Gila County. This excludes transportation facilities owned and maintained by Gila County’s incorporated communities (Globe, Payson, Star Valley, Hayden, Winkelman, and Miami) and Indian reservations (San Carlos Apache, White Mountain Apache, and Tonto Apache), as well as the state highways owned and maintained by ADOT, although it does include the connecting points between these facilities and those facilities owned or maintained by Gila County.

Jurisdictional boundaries consisting of the municipal planning areas of the incorporated communities and the Indian reservation boundaries within Gila County are shown in **Figure 1**. Over half of Gila County is federal public land managed by the U.S. Forest Service (USFS). The San Carlos, Tonto, and White Mountain Apache Nations encompass an additional 37% of the land within the county.



Source: Gila County, ADOT, USFS

Figure 1 – Jurisdictional Boundaries within Gila County

1.4 Summary of Relevant Plans and Studies

A number of plans and studies were reviewed in the preparation of this study. A brief summary of the key relevant plans and studies is presented as follows.

- **ADOT Five-Year Transportation Facilities Construction Program, 2014-2018** – As part of the public comment process for the Five-Year Program, ADOT developed three scenarios to address how to fund projects in Arizona with limited money. Scenario A focused on allocating the majority of funding to preservation. Scenario B focused on moving major projects forward with the available funding. Scenario C focused on a combination of preservation and major projects. The Arizona State Transportation Board adopted a modified version of Scenario C. In Gila County, State Route (SR) 260 – Lion Springs Section was the main construction project proposed. This widening project was allocated \$5 million in funding in fiscal year (FY) 2018 for design work but the \$40 million construction is currently unfunded.
- **ADOT Statewide Transportation Planning Framework Study (March 2010)** – The ADOT Statewide Transportation Planning Framework Study established a vision for a multimodal transportation network within Arizona in the year 2050. Portions of Gila County are contained within two regional framework studies that fed into the statewide framework study: the Central Framework Study and the Eastern Framework Study. These studies included conceptual improvement recommendations for three transportation and growth scenarios.
- **Arizona Trails 2010: A Statewide Motorized & Non-Motorized Trails Plan (July 2010)** – The Arizona Statewide Trails Plan provides information and recommendations for recreational trail management for five years from the published date. This plan addresses both motorized and non-motorized trails and includes information on public input, trends and issues, as well as funding priorities.
- **Central Arizona Governments (CAG) Transportation Improvement Program (TIP), FY 2013-2016 (July 2012) and TIP Amendment (approved September 25, 2013)** – The CAG TIP for fiscal years 2013-2016 discusses the projects, processes, and funding sources for projects within the CAG region, which includes Gila County. Projects for roads owned or maintained by Gila County are shown in **Table 1**.

Table 1 – CAG TIP Projects in Gila County, 2013-2016

Project Number	Year/ Enhancement Grant Round	Project Name and Location	Project Type	Total Cost
GIL 11-01C	2013	Upgrade various roads to thermoplastic striping	Road Construction	\$212,089
GIL 07-01T	Round 15	Sidewalks - Six Shooter Canyon Road	Pedestrian Facility	\$529,675
GIL 09-01T	Round 17	Sidewalks - Globe Main Street	Pedestrian Facility	\$521,166
GIL 10-01T	Round 18	Pine-Strawberry pedestrian shelters	Pedestrian Facility	\$506,903
GIL 09-01H	Ongoing	Tonto Creek bridge	Bridge Design	\$3,138,918
GIL 12-01P	Ongoing	Upgrade various roads to thermoplastic striping	Road Construction	\$280,800
GIL 13-01C	2013	Oak Creek Bridge-Ewing Trail across Oak Creek in Tonto Basin	Bridge Construction	\$2,000,000

Source: CAG

- **Gila County Comprehensive Plan (2001)** – The Gila County Comprehensive Plan serves as a guide to address future growth and development within Gila County unincorporated areas. Transportation and circulation goals and objectives are:
 - *Goal:* Gila County has a safe, efficient and cost effective multimodal circulation system that provides for adequate mobility and access.
 - *Objective:* adopt a roadway classification system that is responsive to existing and projected traffic access and mobility demands and that complements the County’s land use planning efforts.
 - *Objective:* provide a balanced transportation system that promotes multimodal transportation opportunities and ensures adequate emergency access.
 - *Objective:* maximize the public benefit of limited roadway funding and optimize the expenditure of funds for roadway maintenance and construction.
 - *Objective:* encourage the formation of informal partnerships to coordinate mutually beneficial transportation improvements.
 - *Objective:* actively work to reduce fugitive dust levels due to vehicular traffic on unimproved roadways.
- **Gila County Small Area Transportation Study (October 2006)** – This study developed a 20-year transportation plan for Gila County in two phases: 2006-2010 and 2011-2030. While some of the projects in the first phase have been implemented, many projects in the first phase and second phase have not yet been implemented.
- **Gila County Rail Passenger Study (January 2009)** – This study focused on the Arizona Eastern Railway and evaluated the feasibility of implementing permanent excursion rail service between Globe and the Apache Gold Casino. It included the operating costs, a summary of operational best practices, an estimate of transit demand, and draft rail service scenarios.
- **Arizona Forest Highway Long Range Transportation Plan (February 2012)** – This study identified six funded projects in Arizona, one of which is in Gila County on Forest Service (FS) 199 (also known as Houston Mesa Road or Forest Highway 52), which consists of constructing bridges at two low-flow crossing locations at a cost of \$4.1 million. An application was received for one other project in Gila County but there was not sufficient available funding so this project was identified as “unconstrained”, which means it must be resubmitted through an application process in the next call for projects to be considered again for future funding. The unconstrained project in Gila County is:
 - FS 64 (also known as Control Road or Forest Highway 51) – Construct two-lane chip seal, curve realignment, culvert replacement, and new guardrail on a 23.1-mile segment in the Tonto National Forest at an estimated cost of \$24.8 million.
- **Payson Transportation Study (March 2011)** – This study developed a long-range multimodal transportation program for the Town of Payson, located in the northern portion of Gila County. Recommended improvements included developing access management standards and guidelines, developing and maintaining a pavement management system, and establishing a new functional classification system. This study also evaluated several potential alternate corridors to help reduce traffic congestion on SR 87 and SR 260. Some of these alternate corridors extend beyond the current boundaries of Payson into unincorporated areas of Gila County.
- **Cobre Valley Comprehensive Transportation Study (October 2012)** – The primary focus of the Cobre Valley Comprehensive Transportation Study was to update local transportation plans within the City of Globe and Town of Miami and interface with ADOT and Gila County transportation systems to meet the needs of the region.
- **Tonto Creek Bridge Location/Design Concept Report (August 2011)** – This document discusses the recommended location and design concept for a bridge across Tonto Creek in the Tonto Basin community. The existing low-flow crossings are impassable during flood events. Crossing closure

durations can last several weeks. A bridge will improve roadway network continuity, quality of life, and emergency response times in Tonto Basin.

- **Tonto National Forest Travel Management Environmental Impact Statement (Ongoing)** – The Tonto National Forest is in the process of implementing the Travel Management Rule, which calls for establishing a system of roads, trails, and areas designated for motorized vehicle use and determining suitable locations for dispersed camping. After initiating compliance with the Travel Management Rule under an Environmental Assessment (EA), the Tonto National Forest determined that the level of significance reached a point that environmental analysis for travel management under an Environmental Impact Statement (EIS) would be more appropriate. All comments provided throughout the process thus far, including those to the 2009 proposed action, the 2012 EA, and public meetings, will continue to be considered and may be incorporated into either the proposed action for the EIS or alternatives to that proposed action.
- **Pinal Creek Corridor Study (September 2004)** – This corridor study analyzed location options for a four-lane urban arterial roadway in the area bounded by Beer Tree Crossing, Jesse Hayes Road, Pinal Creek, Railway America, US 70 and SR 77. The need for this project is to improve emergency access, accommodate regional growth, and provide access for future power transmission systems. Five alternatives were examined, and the recommended alternative was Alternative 1 – Beer Tree Crossing to US 70. This alignment extends from Beer Tree Crossing to US 70 approximately 600 feet southeast and along US 70 from an existing railroad bridge trestle. The cost of this project was estimated at \$5.29 million.

1.5 Technical Advisory Committee

The Technical Advisory Committee (TAC) for this study was comprised of key stakeholders representing the following agencies:

- City of Globe;
- Towns of Payson, Star Valley, Hayden, Winkelman, and Miami;
- Gila County;
- CAG;
- ADOT – Multimodal Planning Division;
- ADOT – Communications;
- ADOT – Environmental Planning Group;
- ADOT – Globe and Prescott Engineering Districts;
- USFS – Tonto National Forest; and
- San Carlos Apache Tribe.

The TAC met four times during the course of the study and provided input on key project deliverables, as well as provided input on current and future transportation needs and potential improvements.

2 SOCIOECONOMIC CONDITIONS

This section summarizes data obtained on current and future socioeconomic conditions to help identify growth trends within Gila County. Growth patterns in population and employment are used in projecting future traffic demands and transportation needs.

2.1 Socioeconomic Data

Socioeconomic data based on the 2010 U.S. Census data is summarized in this section. Historic population growth rates are also examined for Gila County and urbanized areas within the county.

2.1.1 2010 Population and Employment

Population and employment data from the 2010 U.S. Census are summarized in **Table 2**. In 2010, Gila County (including the incorporated communities) had a population of 53,597. Today, the major economic industries in Gila County are mining, recreation, ranching, and tourism.

Table 2 – 2010 Population and Employment Data for Gila County

2010 Population	2010 Employment*
53,597	11,094

*Private non-farm employment

Sources: U.S. Census Data, <http://quickfacts.census.gov/qfd/states/04/04007.html>, referenced 2/21/13

2.1.2 Historic Population Growth

Population growth rates were developed based on a review of the 1990, 2000, and 2010 U.S. Census data. These data indicate that Gila County has grown at a compound annual growth rate of approximately 1.45% per year over the 20-year period. For comparison purposes, the compound annual growth rate of the state of Arizona was computed. The state of Arizona grew at a compound annual growth rate of 2.82%, nearly double the growth rate of Gila County over the 20-year period. The majority of Gila County population growth occurred over the 1990 to 2000 time period. These growth rates are shown in **Table 3**.

Table 3 – Population Growth Rates in Gila County

Location	1990 Population	2000 Population	2010 Population	1990-2000 Compound Annual Growth Rate	2000-2010 Compound Annual Growth Rate	1990-2010 Compound Annual Growth Rate
Gila County	40,216	51,335	53,597	2.47%	0.43%	1.45%
Arizona	3,665,228	5,130,632	6,392,017	3.42%	2.22%	2.82%

Sources: U.S. Census Data, 1990, 2000, 2010

The annual growth rates of the urbanized areas within the county were also reviewed. As shown in **Table 4**, these growth rates vary considerably, with the mining communities of Hayden and Winkelman showing negative growth rates and Star Valley showing the highest growth rate, 4.17 % per year.

Table 4 – Population Growth Rates in Urbanized Areas of Gila County

Urbanized Area	2000 Population*	2010 Population**	Compound Annual Growth Rate
Globe	7,486	7,532	0.06%
Star Valley	1,536	2,310	4.17%
Payson	13,620	15,301	1.17%
Hayden	892	662	-2.94%
Winkelman	443	353	-2.25%

*Source: Gila County Small Area Transportation Study, October 2006.

**Gila County: Profile of General Population and Housing Characteristics: 2010, <http://www.cagaz.org/CAG/RegionalData/RegionalData.html>, accessed 2/21/13.

2.1.3 Future Population Growth

Population projections are prepared for all counties in the state by the Arizona Department of Administration (ADOA) Office of Employment and Population Statistics. Their mission is to provide reliable unbiased projections of future population growth and a single state repository for current population references. They provide population projections for each year between 2012 and 2050. Population projections for Gila County are summarized in **Table 5**. These data assume relatively modest annual growth rates (typically less than 0.5% per year) over the 20-year study period from 2013 to 2033. The average compound annual growth rate for the 20-year period from 2013 to 2033 is 0.37% per year.

Table 5 – Gila County Population Projections

Year	Gila County Population Projection	Compound Annual Growth Rate
2013	53,700	-
2023	56,300	2013-2023: 0.47% per year
2033	57,800	2023-2033: 0.26% per year

Source: <http://www.workforce.az.gov/population-projections.aspx>, referenced 5/15/13.

2.1.4 Title VI Populations

Title VI of the Civil Rights Act of 1964 and related statutes assure that individuals are not subjected to discrimination on the basis of race, color, national origin, age, sex, or disability. In February 1994, President Clinton signed Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”. The purpose of the order was to focus attention on the “environmental and human health conditions in minority communities and low income communities with the goal of achieving environmental justice.” The Order does not supersede existing laws or regulations; rather, it requires consideration and inclusion of these targeted populations as mandated in previous legislation including:

- Title VI of the Civil Rights Act of 1964;
- National Environmental Policy Act of 1969 (NEPA);

- Section 309 of the Clean Air Act; and
- Freedom of Information Act.

The U.S. Department of Transportation issued its final order to implement the provisions of Executive Order 12898 on April 15, 1997. This final order requires that information be obtained concerning the race, color or national origin, and income level of populations served or affected by proposed programs, policies, and activities. It further requires that steps be taken to avoid disproportionately high and adverse impacts on these populations. One of the first steps in assuring environmental justice is the identification of those populations specifically targeted by the Order – minority and low-income populations.

According to the 2010 Census, the racial composition of Gila County is predominantly white, with about 23% minorities, as shown in **Table 6**. American Indian residents comprise a higher proportion of county residents than the state as a whole because there are three reservations located within Gila County. Persons of Hispanic heritage (of any race) comprise 17.9% of the Gila County population, as compared to 29.6% statewide.

Table 6 – Racial Demographic Percentages in Gila County

Race Category (alone or in combination with one or more races)	Gila County	State of Arizona
White	78.6%	75.9%
African American	0.6%	5.0%
American Indian or Alaska Native	15.8%	5.5%
Asian	0.7%	3.6%
Other	6.0%	13.2%
Hispanic population (of any race)	17.9%	29.6%

Source: 2010 Census

The Executive Order also requires the consideration of persons older than 65 years of age. Approximately 23% of the population in Gila County is 65 years or older. This is higher than the statewide percentage of persons over 65, which is 13.8%.

In addition, the Executive Order mandates that impacts on low-income people must also be considered. Approximately 21% of all people in Gila County are estimated to be living below the poverty level, as compared to 16% living below the poverty level statewide. Title VI population percentages for Gila County are shown in **Table 7**.

Table 7 – Sex, Age, and Poverty Level Data from 2010 Census (except where noted)

Population Category	Gila County	State of Arizona
Females	50.3%	50.3%
Males	49.7%	49.7%
Persons over age 65	23.2%	13.8%
Persons living below the poverty level	20.9%*	16.2%*

Sources: 2010 Census, *U.S. Census Bureau 2007-2011 American Community Survey

3 ROADWAYS

The existing roadway network and roadway ownership in Gila County are shown in **Figure 2**. The roadway network is comprised of state highways and non-state roadways owned by Gila County, federal agencies, local jurisdictions, or private owners. The major state highways in Gila County are described as follows:

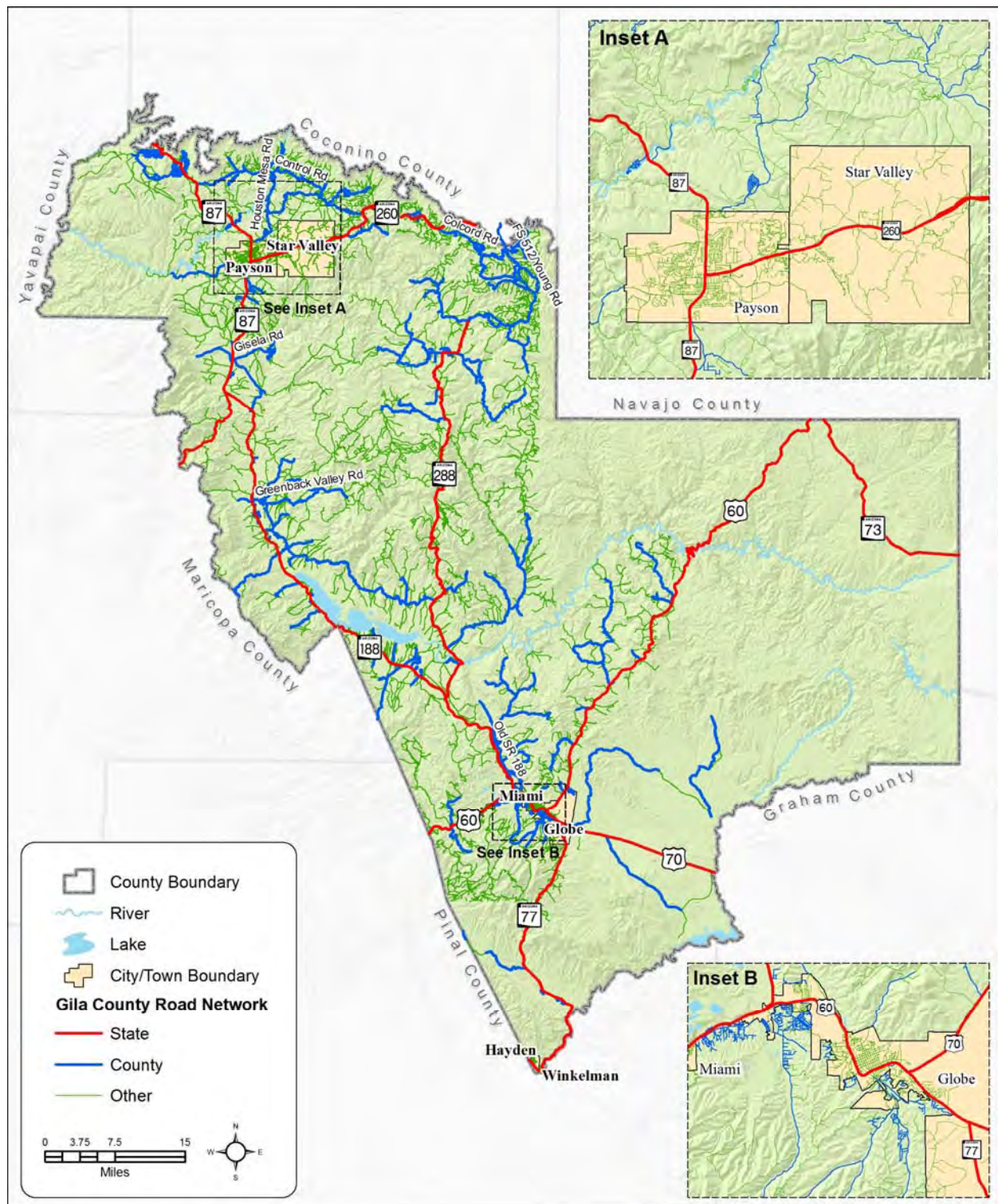
- **US 60** is the primary east-west route connecting Phoenix and Globe. US 60 is a four-lane highway in the Miami-Globe area and a two-lane highway through most of the rest of Gila County. East of Globe, US 60 cuts diagonally across Gila County and traverses portions of the San Carlos Apache and White Mountain Apache Indian Reservations.
- **US 70** is a two-lane highway connecting Globe to the San Carlos Apache Indian Reservation and the southeastern part of the state.
- **SR 73** is a two-lane highway primarily serving the White Mountain Apache Indian Reservation.
- **SR 77** is a two-lane north-south route connecting Globe and Winkelman.
- **SR 87** is the primary north-south route connecting Phoenix and Payson. SR 87 is a four-lane highway between SR 260 in Payson and the Maricopa County border and a two-lane highway through most of the rest of Gila County.
- **SR 188** is the primary route connecting Globe and Payson. The SR 188 cross-section varies from a two-lane highway to a four-lane highway.
- **SR 260** is an east-west road that extends east from Payson to the Coconino County border. SR 260 is primarily a four-lane highway in Gila County that serves both local and regional traffic.
- **SR 288** is a two-lane highway that heads north from SR 188 near Roosevelt Lake and ends at Young south of SR 260 where it connects to FS 512. SR 288 between mileposts 257.7 and 311.0 and FS 512 are designated the Desert to Tall Pines Scenic Road.



The Desert to Tall Pines Scenic Road is highlighted in gold

Primary county roadways in Gila County are:

- **Houston Mesa Road** (FS 199) is a two-lane rural major collector that runs north from Payson to the Mogollon Rim area.
- **Fossil Creek Road** (FS 708) is a two-lane rural minor collector that extends west from SR 87 towards Camp Verde.
- **Control Road** (FS 64) is a two-lane rural minor collector that runs east-west north of and between SR 87 and SR 260.
- **Young Road** (FS 512) is a two-lane rural minor collector that connects SR 288 and SR 260.
- **Gisela Road** is a two-lane rural major collector road that connects SR 87 to Gisela.
- **Six Shooter Canyon Road** is a primarily north-south two-lane minor arterial located south of Globe. This road is named Jesse Hayes Road within Globe.
- **Russell Road** is a two-lane north-south urban collector in the Globe area.
- **Icehouse Canyon Road** is a two-lane rural major collector in the Globe area that connects to Russell Road via Kellner Canyon Road.
- **S. Broad Street** is an urban minor arterial that links US 60 to US 70 via Saguaro Drive in Globe.



Source: Gila County, ADOT, USFS

Figure 2 – Roadway Network in Gila County

3.1 Paved and Unpaved Roadways

Based on information submitted by Gila County for the 2012 Highway Performance Management System (HPMS), Gila County owns or maintains a total of 764.9 miles of roadways, which are all within Gila County except for the segment of Young Road (FS 512) in Coconino County and approximately 500 feet of roadway along the Pinal County border. There are approximately 171.8 miles of paved roadways and 593.1 miles of unpaved roadways. Roadway pavement surface types are shown in **Figure 3**.

Research on volume criteria for paved versus unpaved roadways indicates that criteria for when it is cost-effective in the long run for a roadway to be paved can vary from jurisdiction to jurisdiction. Based on discussions with Gila County and a review of criteria in other jurisdictions, unpaved roadways that have average daily traffic (ADT) volumes approaching or exceeding 400 vehicles per day (vpd) were identified as candidates for new paving, with those roadways that are also federally functionally classified considered the highest-priority candidates.

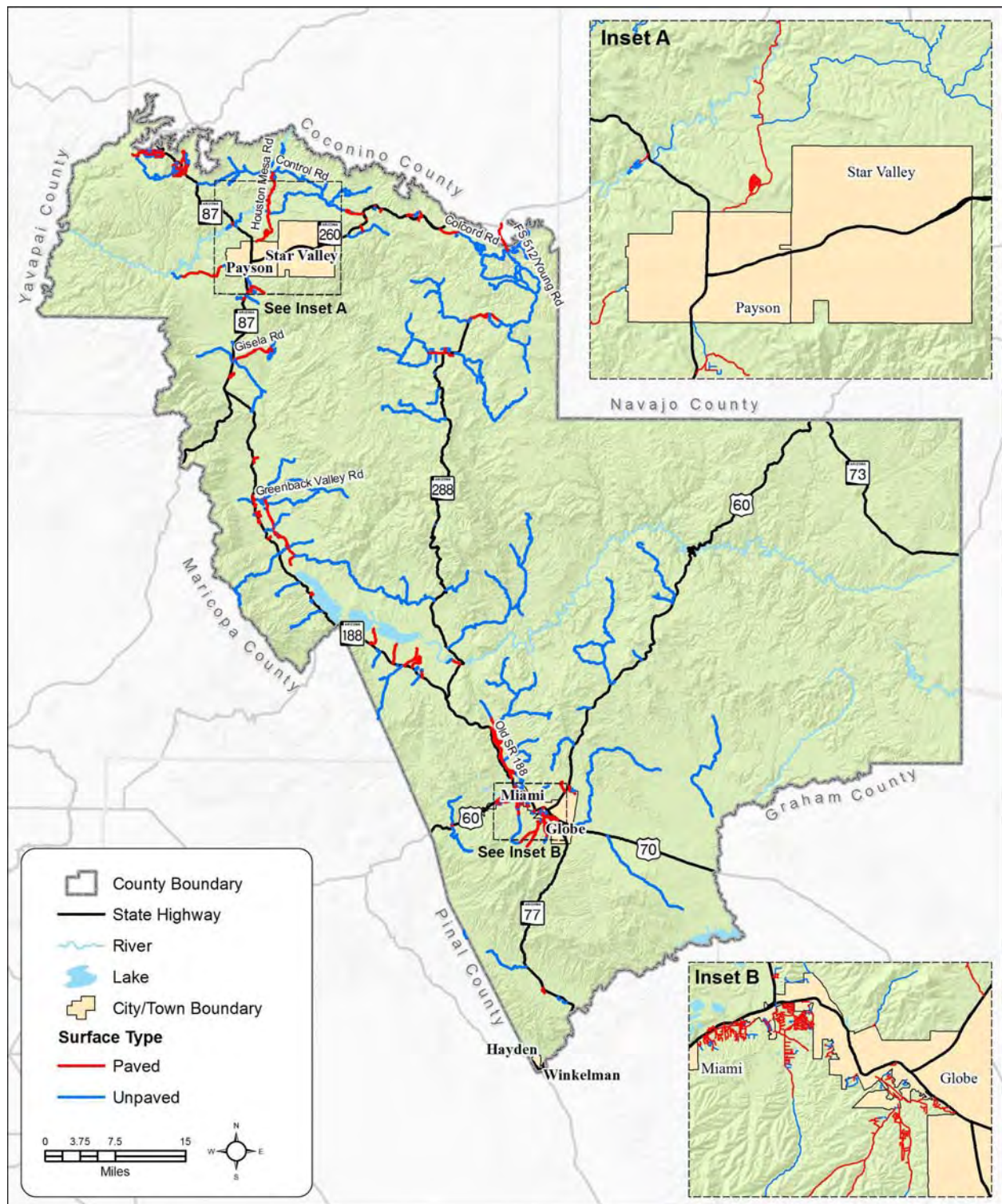
In Gila County, there are a limited number of unpaved roads that have traffic counts. These roads are summarized in **Table 8**.

Table 8 – Traffic Volumes on Unpaved Roads in Gila County

Roadway	From	To	Length in Miles	2011 ADT	2013 ADT
Rolling Hills Road	Cul de sac	Baker Ranch Road	0.74	124	
Manzanita Trail	Holly Drive	Mistletoe Drive	0.14	279	
Control Road	SR 87	Houston Mesa Road	9.84		96
Control Road	Houston Mesa Road	Fitch Lane	11.77		455
Control Road	Fitch Lane	SR 260	1.52		295
Pinal Creek Road	Unknown Globe 2	0.030mi W of Jackrabbit Road	1.91	117	
Tonto Creek Drive	Buckboard Trail	Stetson Drive	0.65	451	
Young Road (FS 512)	0.420 mi N of FH188	Coconino/Gila CB	2.86	299	
Copper Hills Road	0.504 mi NE of Globe TB	0.365 mi E of Ida Drive	1.96	212	
Sycamore Lane	0.169 mi SE of Zimmer Lane	Cul de sac	0.34	336	
Mistletoe Drive	0.165 mi N of Louis Lane	Manzanita Trail	0.21	370	
Colcord Road	2.041 mi S of SR 260	5.353 mi S of SR 260	3.31	290	508

Source: ADOT 2011 HPMS and Gila County

Based on traffic count data and input from Gila County staff, paving Control Road (FS 64) between SR 87 and SR 260 and paving Young Road (FS 512) between SR 260 and SR 288 are the highest-priority paving needs. Tonto Creek Drive, Sycamore Lane, Mistletoe Drive, and Colcord Road should be monitored and traffic counted regularly in the future to determine if paving is needed.



Source: Gila County, CAG, ADOT, ASLD

Figure 3 – Roadway Surface Types for County Roadways

3.2 Forest Service Roads

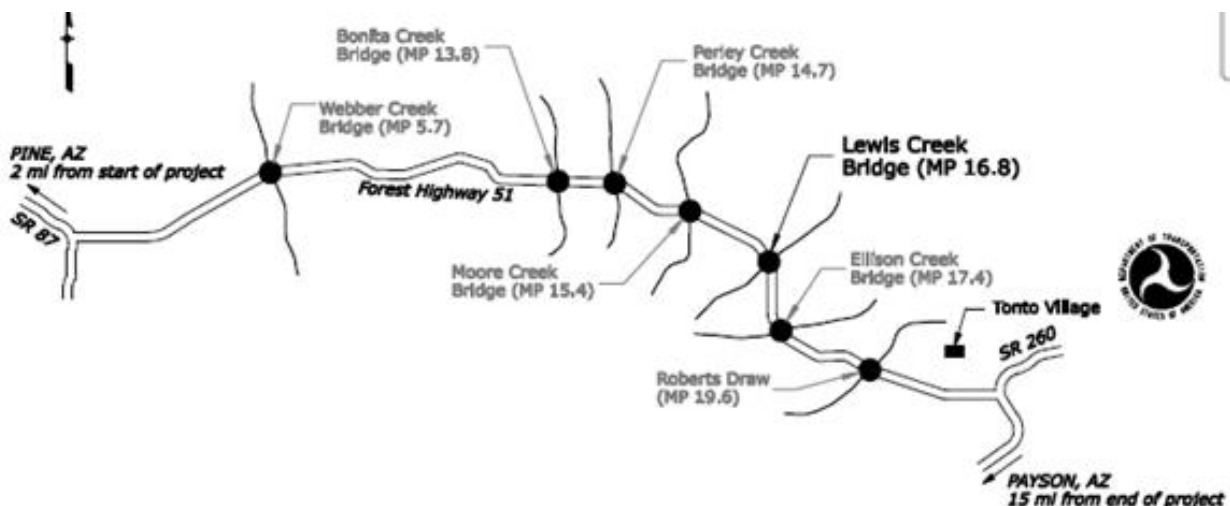
There are approximately 500 miles of USFS roads currently being maintained by Gila County, most of which are unpaved. This study focuses primarily on the paved USFS roads. USFS classifies roads on a scale of 1 to 5. These levels can be summarized as follows:

- Level 1 is a road that has been closed to the public for at least a year.
- Level 2 is an unpaved road that requires a high clearance vehicle.
- Level 3 is an unpaved road that passenger vehicles can drive on.
- Level 4 is a road that typically has some kind of surfacing treatment (can be paved or unpaved) and is in good condition.
- Level 5 is a paved road and is designed for higher speeds.

Most of the USFS roads maintained by the County are Level 2 or Level 3 roads. A list of the USFS roads maintained by Gila County and the maintenance level is provided in **Appendix A**. USFS has typically included funding as part of its maintenance agreement with the County but this funding is not assured in the future. USFS is currently developing a travel management plan (TMP) process to identify whether the Level 1-5 classifications should be changed on any road segments. Some roads currently open to the public could be converted to administrative use only roads that would be gated and locked. The TMP will be finalized and implemented in 2014; an EIS is currently being prepared.

State statute requires posting of signs warning the public of primitive roads. Gila County posts primitive road signs on all Level 2 USFS roads maintained by the County.

USFS recently replaced the seven bridges on Control Road (FS 64) shown in **Figure 4**. The seven bridges were load-restricted and were approaching the limits of their original design life. Additionally, the bridges were too narrow to accommodate simultaneous two-way traffic and were not rated to carry heavier, modern vehicles.



Source: USFS

Figure 4 – Bridge Improvement Project on Control Road (FS 64)

USFS is preparing to replace the ‘2nd Crossing’ and ‘3rd Crossing’ concrete low-flow crossings with two bridges on Houston Mesa Road and replace a concrete low-flow crossing with a third bridge on Control Road near Tonto Village. These low-flow crossings are impassable during and following large precipitation events or heavy snowmelt. Construction on these projects is ongoing.

3.3 Tribal Roads

The Tonto Apache Indian Reservation is located adjacent to SR 87 in Payson. The San Carlos Apache and White Mountain Apache Indian Reservations cover much of the eastern part of Gila County. Gila County has an agreement with the San Carlos Apache Tribe to provide limited maintenance on some tribal roads on an as-needed basis. The County does not have ongoing roadway maintenance agreements with the other Indian tribes. This study does not include tribal roadways.

3.4 Functional Classification

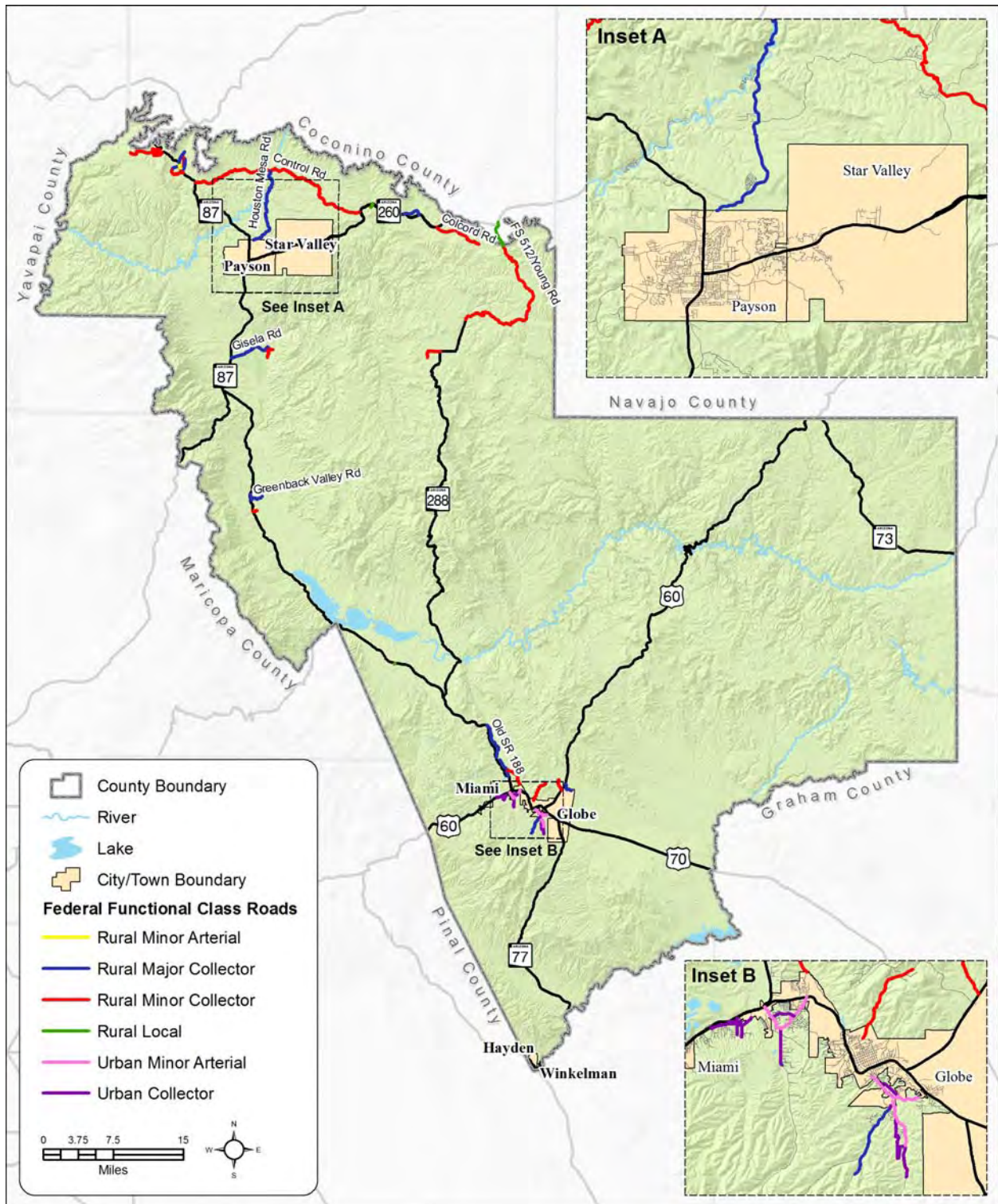
Functional classification defines the hierarchy of streets in a roadway system according to the character of service they are intended to provide as it relates to mobility, access, and trip length. Roadway design standards for each type of roadway are established by agencies responsible for roadway maintenance and operations in order to plan an efficient and effective system. Most travel involves movement through a network of roadways of varying functional classification.

The Federal Highway Administration (FHWA) has developed guidelines for federal functional classification of roadways. The federal functional classification groups include principal arterials, minor arterials, collectors, and local roadways. In general, the principal and minor arterials provide a high level of mobility for the traveling public with minimal allowance for access, while the collectors and local roads provide for residential and non-residential access. FHWA guidelines also distinguish between rural roadways (in areas with a population less than 5,000) and urban roadways (in areas with a population greater than 5,000). To utilize federal funding on roadway improvements, the roadway must have a federal functional classification. Most federal funding can only be used on roadways classified as rural major collectors or higher. The study area roadways that currently have federally recognized functional classifications are shown graphically in **Figure 5** and are summarized in **Table 9**.

Table 9 – Miles of County Roads that are Federally Functionally Classified

Federal Functional Classification	Number of Miles Classified in the County Road System
Rural Minor Arterial	0.3
Rural Major Collector	32.3
Rural Minor Collector	67.8
Rural Local	3.6
Urban Minor Arterial	4.7
Urban Collector	6.9
Total	115.3

Source: ADOT 2011 HPMS



Source: Gila County, CAG, ADOT, ASLD

Figure 5 – Federal Functional Classifications for County Roadways

3.5 Existing Traffic Volumes

Traffic volume information serves to indicate how close to capacity roadway segments or intersections may be. Available traffic volume data was reviewed from the 2011 HMPS database of federally functionally classified roads and from 2013 traffic counts taken by Gila County where noted. Roadways with traffic volumes in excess of 1,000 vehicles per day are shown in **Table 10**. The highest traffic volumes occur on segments of Golden Hill Road, Main Street, Jesse Hayes Road, and Houston Mesa Road. All of the roads on this table have two through lanes (one lane in each direction).

3.5.1 Levels of Service

Roadway traffic operations are defined and categorized by the amount of delay experienced by an average driver. The operations are categorized by a grading system called level of service (LOS), which has a letter designation ranging from A (no delay) to F (severe congestion). The LOS definitions for each letter designation are given in **Table 11** and are based on LOS definitions provided in the Highway Capacity Manual 2010 (HCM).

For a planning level analysis, the level of service is determined based on the ratio of traffic volume on the roadway to the capacity of the roadway. Daily volume thresholds for the LOS letter designations have been developed for the functionally classified study area roadways and are shown in **Table 12**. Roadway segments below the maximum daily volume threshold for LOS C likely do not currently need additional through capacity while roadway segments above the minimum daily volume threshold for LOS E likely do currently need additional through capacity. For roadway segments between the daily volume thresholds for LOS D, more detailed analysis should be conducted to evaluate roadway geometry, traffic control conditions, and number and spacing of driveways to determine if additional through capacity is needed. Based on the daily volume thresholds in **Table 12** and the daily volumes in **Table 10**, all study area roadway segments for which current traffic volume data was available provide LOS C or better.

Table 10 – Average Daily Traffic Volumes on Higher-Volume Gila County Roadways

Road	From	To	Current ADT
Old Oak Street	Globe Avenue	Railroad Avenue	1,016
Saguaro Drive	Daybreak Drive	0.15 miles northeast of Daybreak Drive	1,036
Pine Creek Canyon Road	SR 87	Cedar Meadow Lane	1,089
Old Highway 188	FS 71	SR 188	1,151
Fossil Creek Road	0.54 miles east of FS 708/Fossil Creek Road	Rimwood Road	1,220
Old SR188	Hicks Road	SR 188	1,345
Railroad Avenue	Old Oak St.	Ragus Road	1,352
Icehouse Canyon Road	Jesse Hayes Road	0.23 miles south of Jesse Hayes Road	1,371*
Walliman Road	Beer Tree Crossing	Highland Drive	1401*
Old Oak Street	Railroad Avenue	Locomotive Drive	1,494
Ragus Road	Railroad Avenue	0.33 miles east of Railroad Avenue	1,574
Six Shooter Canyon Road	Jesse Hayes Road	0.12 miles south of Jesse Hayes Road	1,615*
Hardscrabble Mesa Road	Southard Drive	SR 87	1,702
Beer Tree Crossing	Jesse Hayes Road	0.02 miles west of Upper Pinal Creek Road	1,767
Beer Tree Crossing	0.02 miles west of Upper Pinal Creek Road	Saguaro Drive	1,767
Icehouse Canyon Road	Tonto NF	Hagen Road	1,778
Icehouse Canyon Road	Hagen Road	El Paso Way	1,778
Houston Mesa Road	0.20 miles south of FS 420	FS 420	1,835
Houston Mesa Road	FS420	Control Road	1,835
Russell Road	Hospital Drive	Golden Hill Road	1,844*
Russell Road	Besich Blvd/Hope Lane	Huie Street	1,849*
Main Street	Roberts Drive	Golden Hill Road	1,974
Roberts Drive	Russell Road	Main St	1,974
Russell Road	Golden Hill Road	Golden Street	1,979*
Six Shooter Canyon Road	Marlin Drive	Cherokee Road	1,994
Old Oak Street	Locomotive Drive	US 60	2,028
Six Shooter Canyon Road	Cherokee Road	Icehouse Canyon Road	2,093
Fossil Creek Road	Fuller Road	SR 87	2,098
Golden Hill Road	Russell Road	Main Street	2,160
Fossil Creek Road	Rimwood Road	Fuller Road	2,187

Road	From	To	Current ADT
Walliman Road	Beer Tree Crossing	0.13 miles east of Beer Tree Crossing	2,194*
Main Street	US 60	0.44 miles south of US 60	3,607*
Houston Mesa Road	0.50 miles east of SR 87	0.20 mi south of FS 420	3,670
Jesse Hayes Road	0.09 miles northwest of Beer Tree Crossing	Oil Circle Drive	4,178
Main Street	Golden Hill Road	Short Avenue	4,707

Source: ADOT 2011 HPMS, except where noted by *, which indicates a 2013 traffic count

Table 11 – Level of Service Definitions

LOS	Definition
A	Primarily free-flow operation; virtually no delay.
B	Reasonably unimpeded operation; the presence of other users in the traffic stream begins to be noticeable.
C	Stable operation; marks the beginning of the range in which the operation of individual users becomes significantly affected by others.
D	Somewhat stable operation; represents operating conditions near capacity. Small increases in flow may cause substantial increases in delay and decreases in travel speed.
E	Unstable operation and significant delay; represents operating at or almost at capacity level. All speeds are reduced to a low but relatively uniform value.
F	Severe congestion; represents operating conditions over capacity and extremely low travel speed.

Source: Highway Capacity Manual (2010)

Table 12 – Level of Service Daily Volume Thresholds

Functional Classification	Under Capacity (LOS A–C)	Near Capacity (LOS D)	At Capacity (LOS E)	Over Capacity (LOS F)
Rural Minor Arterial	< 9,800	9,800 – 11,700	11,700 – 13,000	> 13,000
Rural Minor Collector	< 5,500	5,500 – 6,700	6,700 – 7,400	> 7,400

Source: CYMPO Regional Transportation Plan

3.5.2 Future Traffic Volumes

No previously approved traffic volume projections are available for Gila County roadways. Future transportation volume projections were developed using the compound annual growth rate of 0.37% per year, which was the rate assumed in the development of the ADOA Office of Employment and Population Statistics population projections. Future traffic volumes projections are provided in **Table 13**. All roadways are assumed to continue to have two through lanes (one lane in each direction).

Table 13 – Future Traffic Volumes

Road	From	To	Current ADT¹	2033 ADT
Old Oak Street	Globe Avenue	Railroad Avenue	1,016	1,102
Saguaro Drive	Daybreak Drive	0.15 miles northeast of Daybreak Drive	1,036	1,124
Pine Creek Canyon Road	SR 87	Cedar Meadow Lane	1,089	1,181
Old Highway 188	FS 71	SR 188	1,151	1,248
Fossil Creek Road	0.543 miles east of FS 708/Fossil Creek Road	Rimwood Road	1,220	1,323
Old SR188	Hicks Road	SR 188	1,345	1,459
Railroad Avenue	Old Oak St.	Ragus Road	1,352	1,466
Icehouse Canyon Road	Jesse Hayes Road	0.23 miles south of Jesse Hayes Road	1,371*	1,476
Walliman Road	Beer Tree Crossing	Highland Drive	1401*	1,508
Old Oak Street	Railroad Avenue	Locomotive Drive	1,494	1,620
Ragus Road	Railroad Avenue	0.33 miles east of Railroad Avenue	1,574	1,707
Six Shooter Canyon Road	Jesse Hayes Road	0.12 miles south of Jesse Hayes Road	1,615*	1,739
Hardscrabble Mesa Road	Southard Drive	SR 87	1,702	1,846
Beer Tree Crossing	Jesse Hayes Road	0.022 miles west of Upper Pinal Creek Road	1,767	1,917
Beer Tree Crossing	0.022 miles west of Upper Pinal Creek Road	Saguaro Drive	1,767	1,917
Icehouse Canyon Road	Tonto NF	Hagen Road	1,778	1,928
Icehouse Canyon Road	Hagen Road	El Paso Way	1,778	1,928
Houston Mesa Road	0.20 miles south of FS 420	FS 420	1,835	1,990
Houston Mesa Road	FS420	Control Road	1,835	1,990
Russell Road	Hospital Drive	Golden Hill Road	1,844*	1,985
Russell Road	Besich Blvd/Hope Lane	Huie Street	1,849*	1,991
Main Street	Roberts Drive	Golden Hill Road	1,974	2,141
Roberts Drive	Russell Road	Main St	1,974	2,141
Russell Road	Golden Hill Road	Golden Street	1,979*	2,131
Six Shooter Canyon Road	Marlin Drive	Cherokee Road	1,994	2,163
Old Oak Street	Locomotive Drive	US 60	2,028	2,200
Six Shooter Canyon Road	Cherokee Road	Icehouse Canyon Road	2,093	2,270
Fossil Creek Road	Fuller Road	SR 87	2,098	2,276
Golden Hill Road	Russell Road	Main Street	2,160	2,343

Road	From	To	Current ADT ¹	2033 ADT
Fossil Creek Road	Rimwood Road	Fuller Road	2,187	2,372
Walliman Road	Beer Tree Crossing	0.13 miles east of Beer Tree Crossing	2,194*	2,362
Main Street	US 60	0.44 miles south of US 60	3,607*	3,884
Houston Mesa Road	0.50 miles east of SR 87	0.20 mi south of FS 420	3,670	3,981
Jesse Hayes Road	0.09 miles northwest of Beer Tree Crossing	Oil Circle Drive	4,178	4,532
Main Street	Golden Hill Road	Short Avenue	4,707	5,105

¹Source: ADOT 2011 HPMS, analysis by Kimley-Horn and Associates, Inc., except where noted by *, which are 2013 daily traffic counts

3.6 Bridge Condition

Table 14 lists bridge sufficiency ratings obtained from the ADOT Bridge Group for bridges owned or maintained by Gila County. The federal definition states that highway structures spanning or having a combined span of at least 20 feet are classified as bridges.

Table 14 – Bridge Ratings for Gila County Bridges

Structure Number	Bridge Name	Structure Length in Feet	Functionally Obsolete	Sufficiency Rating
8605	Pinal Creek Reinforced Concrete Box Culvert	77	No	99.70
7871	Houston Mesa Road Bridge	215	No	98.35
8914	Icehouse Canyon Bridge # 3	44	No	97.94
8706	Pinal Creek Bridge	387	No	92.78
7862	Pine Creek Bridge	41	No	88.68
8194	Pinal Creek Reinforced Concrete Box Culvert	20	No	79.51
8604	Pinal Creek Bridge	34	No	76.21
10532	Christopher Creek Bridge	46	No	72.55
8198	Icehouse Canyon Bridge 1	35	Yes	71.54
8197	Icehouse Canyon Bridge 2	30	No	68.58
10839	Bloody Tanks Wash Bridge	34	Yes	36.03
7882	Tonto Village Bridge	40	Yes	21.82
7881	Rim Trail Bridge	48	Yes	19.96

Source: ADOT

The result of the bridge sufficiency rating formula is a percentage in which 100% represents an entirely sufficient bridge and 0% represents an entirely insufficient or deficient bridge. The sufficiency rating is never less than 0 or more than 100. For structures that are classified as “functionally obsolete” or “structurally deficient” the letter “F” or “S” follows the rating number.

Federal regulations dictate that every bridge must be inspected every two years. The ADOT Bridge Group does bridge inspections in Arizona and submits to FHWA all of the required information for each bridge. The FHWA uses these numbers to determine the sufficiency rating. Many factors are included in the ratings. The sufficiency rating does not necessarily indicate a bridge’s ability to carry traffic loads. It does help determine which bridges may need repair or replacement. A bridge’s sufficiency rating affects its eligibility for federal funding for maintenance, rehabilitation, or replacement activities. For bridges to qualify for federal replacement funds, they must have a rating of 50 or below. To qualify for federal rehabilitation funding, the rating must be 80 or below. Eight bridges in Gila County have a sufficiency rating lower than 80. The bridges with sufficiency ratings below 80 are summarized in **Table 15**.

Table 15 – Gila County Bridges with a Sufficiency Rating of 80 or Below

Bridge Name	Sufficiency Number
Pinal Creek Reinforced Concrete Box Culvert	79.51
Pinal Creek Bridge	76.21
Christopher Creek Bridge	72.55
Icehouse Canyon Bridge 1	71.54
Icehouse Canyon Bridge 2	68.58
Bloody Tanks Wash Bridge	36.03
Tonto Village Bridge	21.82
Rim Trail Bridge	19.96

Source: ADOT

In Gila County, four bridges have been rated as functionally obsolete:

- Tonto Village Bridge;
- Rim Trail Bridge;
- Icehouse Canyon Bridge 1; and
- Bloody Tanks Wash Bridge.

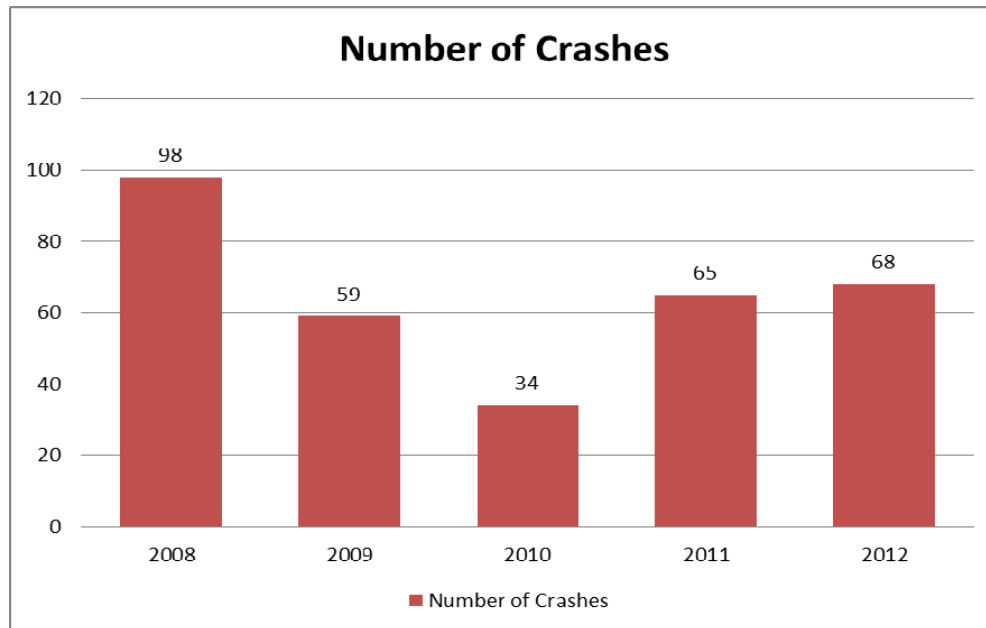
The proposed Tonto Creek Bridge and nearby Oak Creek Bridge are currently under design. Gila County has secured funding for Oak Creek Bridge and is still looking to secure the funding necessary on Tonto Creek Bridge. Both bridges are needed to provide all-weather access through the Tonto Basin community.

3.7 Safety

3.7.1 Crash Analysis

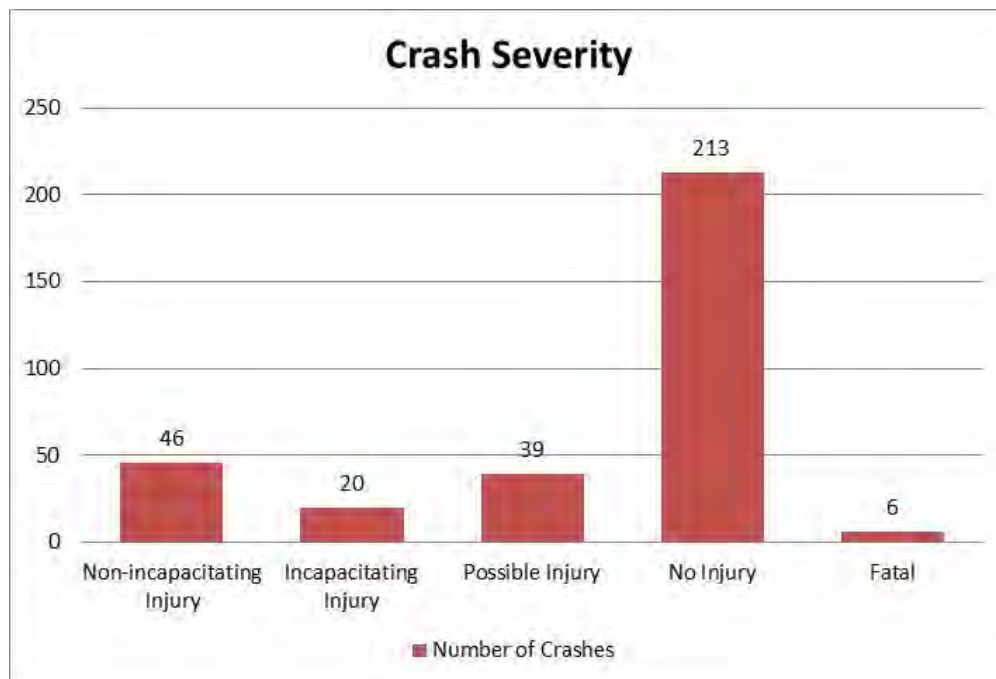
Crash data was obtained from ADOT’s Safety Data Mart, Gila County, and USFS for a five-year analysis period from January 1, 2008 through December 31, 2012. Based on crash data included in the ADOT Safety Data Mart, there were a total of 324 motor vehicle crashes on study area roadways (county roads)

within the analysis period. The highest number of crashes on county roadways occurred in 2008. The number of crashes per year is shown in **Figure 6**. Crash severity is shown in **Figure 7**. Of the 324 crashes, there were six fatal crashes and 105 injury crashes.



Source: ADOT Safety Data Mart

Figure 6 – Number of Crashes, Gila County Roadways, 2008-2012



Source: ADOT Safety Data Mart

Figure 7 – Crash Severity, Gila County Roadways, 2008-2012

Fatal crashes occurred on the following roadways:

- FS 272/Flowing Spring Road (2008): motorcycle, collision with tree/brush stump;
- Beer Tree Crossing (2009): motorcycle/ all-terrain vehicle (ATV), overturn rollover;
- FS 203/Cherry Creek Road (2011): motorcycle/ATV, overturn rollover;
- Deer Creek Drive (2011): motorcycle/ATV, overturn rollover;
- FS 420/Pyle Ranch Road (2011): motorcycle/ATV, overturn rollover; and
- FS 406 (2012): overturn rollover.

Four of the six fatal crashes were categorized as either inattention/distraction or speed too fast for conditions. Alcohol was cited as a contributing factor in three of the crashes including the only non-motorcycle/ATV crash. Five of the six fatal crashes involved motorcycles/ATVs.

There were 20 incapacitating crashes. Seventeen of the crashes were single vehicle crashes. Speed was identified as a factor in ten of the crashes. Alcohol was identified as a factor in six of the crashes.

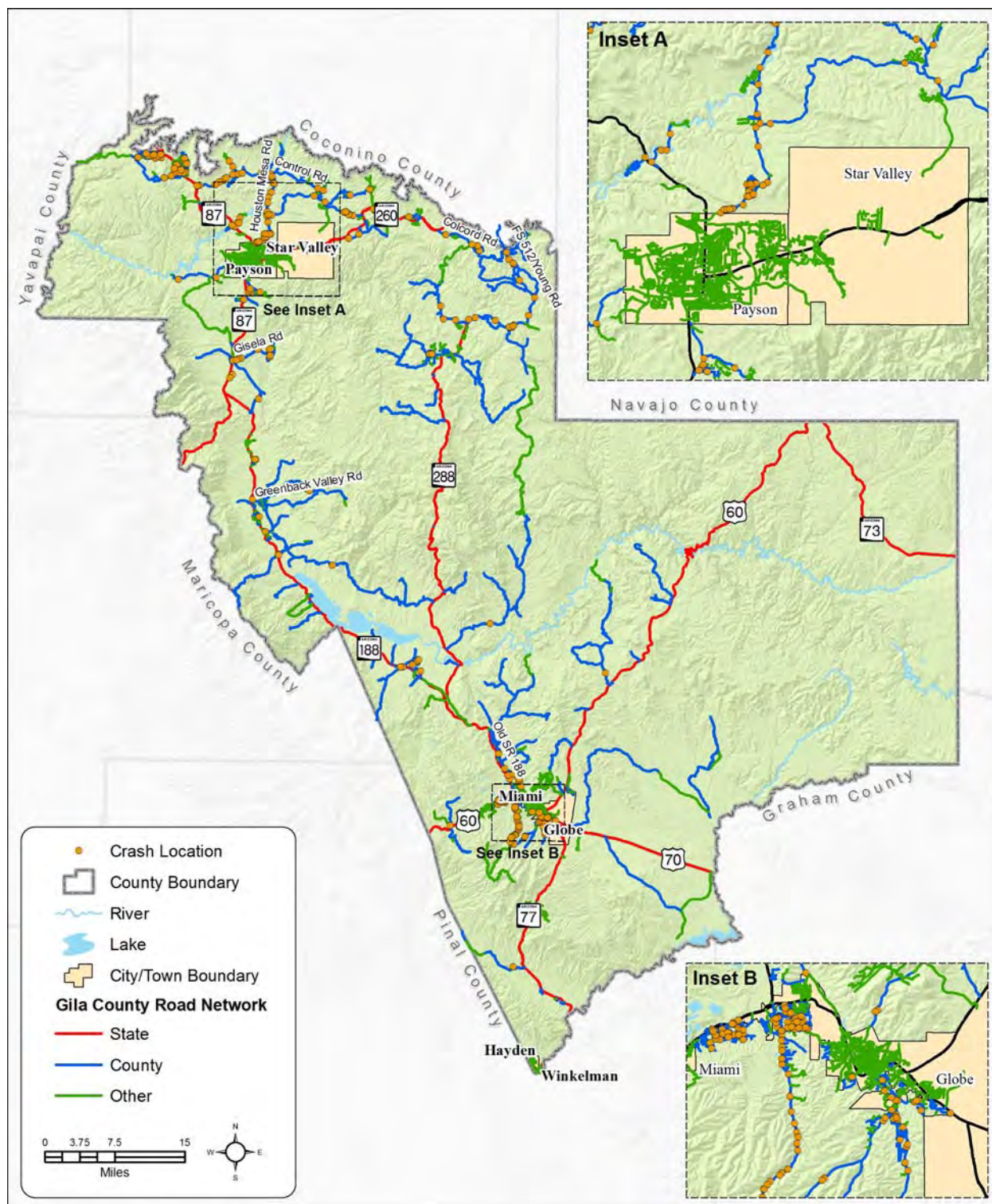
The locations of all 324 crashes are shown in **Figure 8**. The locations of fatal and incapacitating crashes are shown in **Figure 9**. Bicycle and pedestrian crashes are shown graphically in **Figure 10**.

The collision manner of the crashes is shown in **Table 16**. The vast majority of crashes (66%) were single vehicle crashes.

Table 16 – Crashes by Manner of Collision

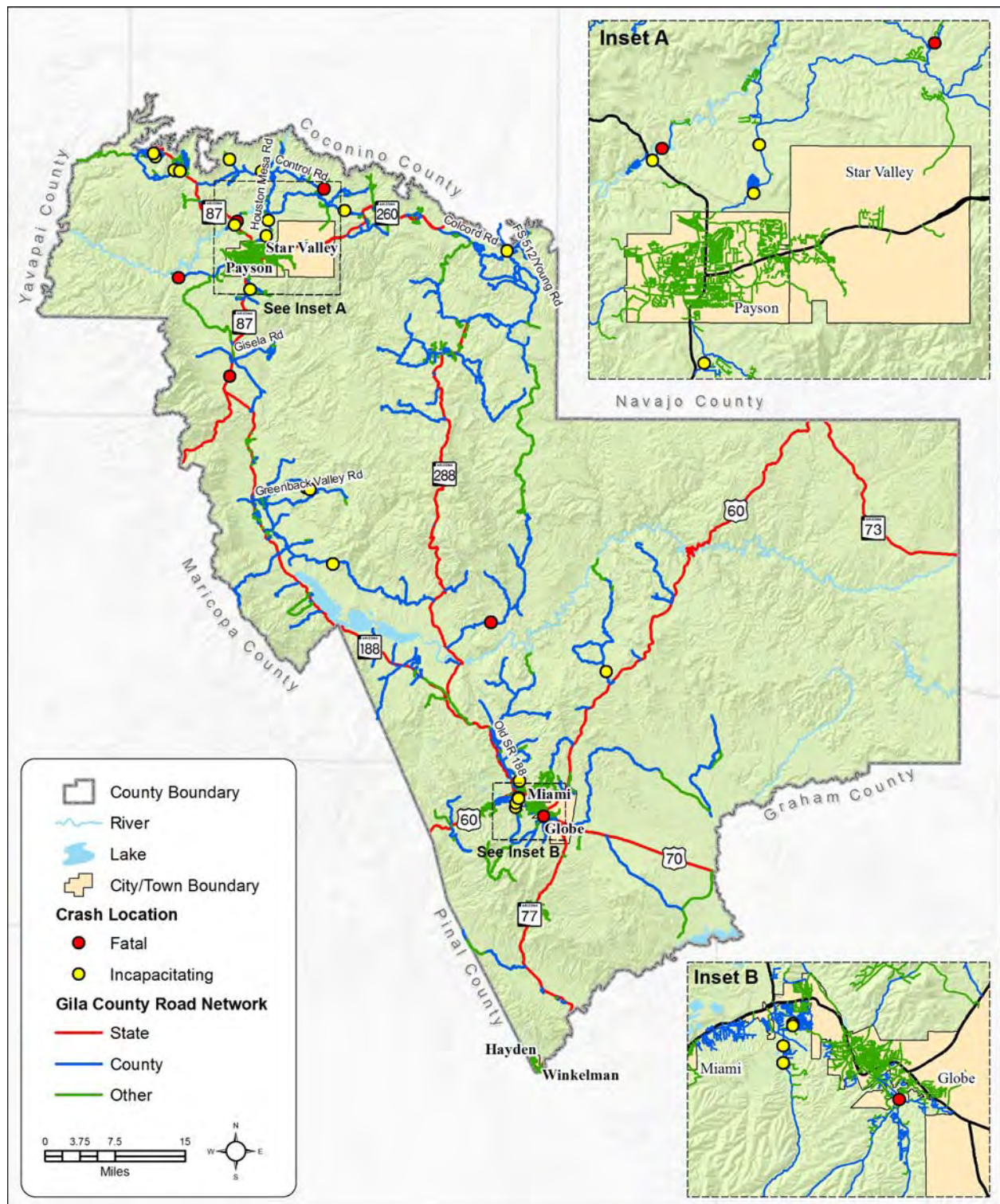
Manner of Collision	Number of Crashes	Percentage of Crashes
Angle (front to side)(other than left turn)	15	4.6%
Head On	9	2.8%
Left Turn	3	0.9%
Other	8	2.5%
Rear End	19	5.9%
Rear to Rear	4	1.2%
Rear to Side	12	3.7%
Sideswipe Opposite Direction	19	5.9%
Sideswipe Same Direction	19	5.9%
Single Vehicle	213	65.7%
Unknown	3	0.9%
TOTAL	324	100%

Source: ADOT Safety Data Mart



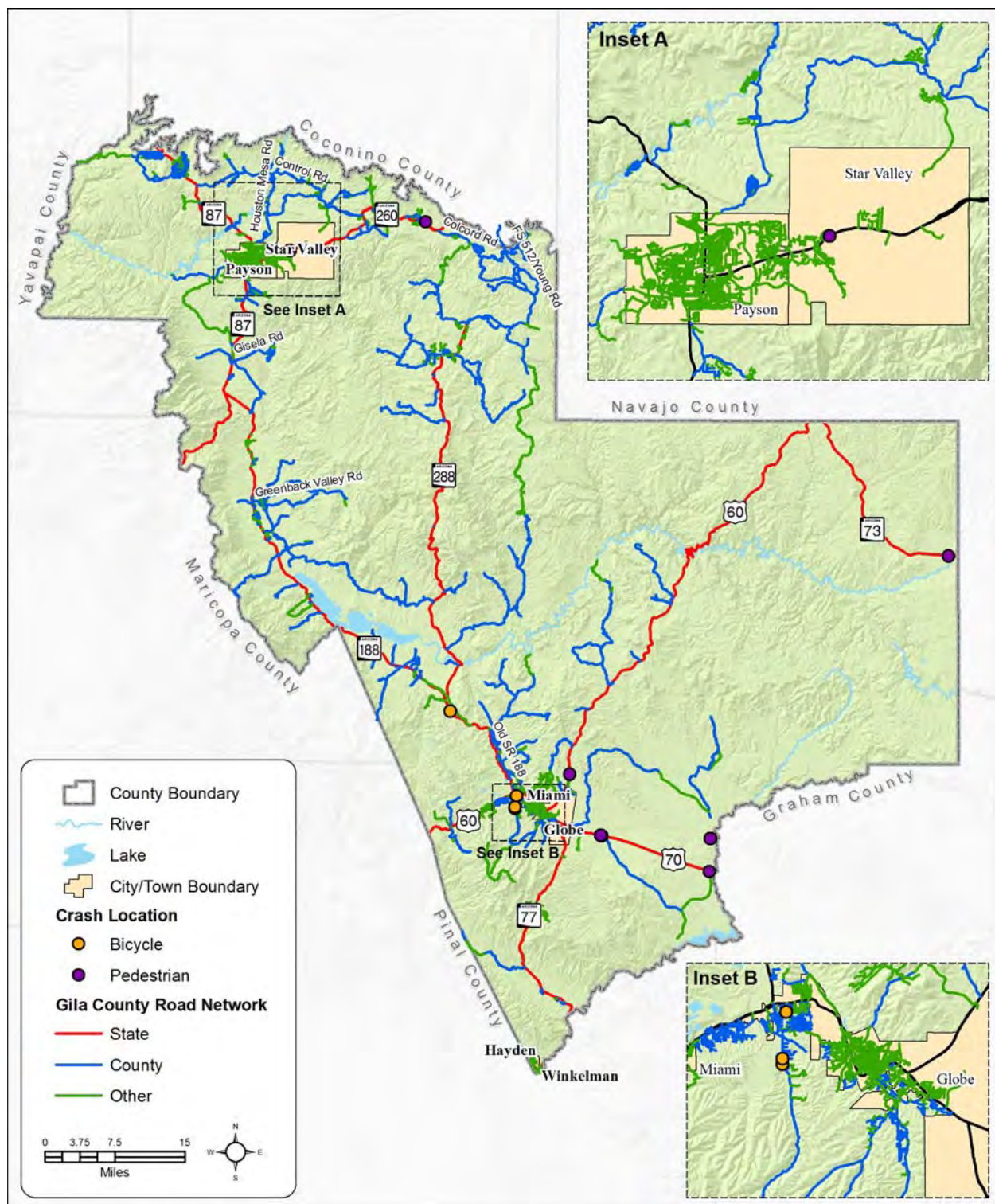
Source: Gila County, CAG, ADOT, ASLD

Figure 8 – Crash Locations, 2008-2012
(ADOT Safety Data Mart Crash Records)



Source: Gila County, CAG, ADOT, ASLD

Figure 9 – Fatal/Incapacitating Crash Locations, 2008-2012
(ADOT Safety Data Mart Crash Records)



Source: Gila County, CAG, ADOT, ASLD

Figure 10 – Bicycle and Pedestrian Crashes, 2008-2012
(ADOT Safety Data Mart Crash Records)

As the data illustrates, a high number of crashes are single vehicle crashes in which speed was a contributing factor. Furthermore, five of the six fatal crashes involved motorcycles/ATVs. These statistics demonstrate a need to improve driver education regarding how to drive safely, particularly on rural roads. Speed limits should always be adhered to. The public should also be warned about the dangers of alcohol consumption while riding motorcycles or ATVs.

Additional crash data is included in **Appendix B**.

Crash data for the study area segments with higher numbers of crashes is presented in **Table 17**. These locations were identified through visual inspection and review of the ADOT database. Each segment has three or more crashes over the five-year analysis period. El Camino Street was added to the list due to its close proximity to Broadway Street. These roadway segments are candidates for more detailed safety analysis.

The crash analysis identified the need to conduct more detailed safety evaluations (e.g., Road Safety Assessments (RSA)) at the following locations:

- Broadway Street/El Camino Street intersection (a RSA has since been conducted at this location and is discussed later in this document);
- Young Road (FS 512) – 0.7-mile segment east of FS 202;
- Russell Road (FS 55) – 5.5-mile segment from Roberts Drive to Kellner Canyon Road; and
- Houston Mesa Road – 9.64-mile segment from SR 87 to Control Road.

3.7.2 Gila County Road Activities-Accident Report Data

A Road Activities-Accident Report, dated March 12, 2013, was provided by Gila County. Crashes were reviewed within the Road Activities-Accident Report to determine if they are included in the ADOT Safety Data Mart. A review of the Road Activities-Accident Report identified up to 81 crashes that are contained within the Road Activities-Accident Report that are not included in the ADOT Safety Data Mart. Seventy crashes within the Road Activities-Accident Report are included in the ADOT Safety Data Mart. It should be noted that the data provided in the Road Activities-Accident Report is limited and does not provide sufficient data for a meaningful analysis. **Table 17** includes notations where additional crashes from the Road Activities-Accident Report were identified that are not included in the ADOT Safety Data Mart.

3.7.3 USFS Crash Data

A spreadsheet containing additional crash data was provided by USFS in April 2013. This crash data was extracted from the USFS law enforcement record database for crashes responded to by USFS law enforcement staff. There were 19 crashes in the study analysis period of 2008-2012, 14 of which were single vehicle crashes. Only one of the 19 crash records appears to match a crash record in the ADOT Safety Data Mart – the sole fatal crash in the dataset. It should be noted that the crash data provided in the USFS spreadsheet is limited and does not provide sufficient data for a meaningful analysis.

Table 17 – Crash Data for Higher-Crash Segments

Location	Nearby Intersecting Roadways	Road #	Segment Length (miles)	Number of Crashes	Crashes per mile	Comments
Broadway Street	El Camino Street	523	0.33	6	18.2	Paved 3 crashes are associated with a driveway
El Camino Street	Broadway Street	1193	0.11	2	18.2	-
Control Road	Houston Mesa Road/SR 87	1846	23	19	.82	Unpaved 16 single vehicle crashes 11 speed related
Fossil Creek Road	SR 87	380, 1823	2.98	4	1.34	Paved 3 speed related
FS 272	Flowing Spring Road/SR 87	1616	1.99	4	2.0	Unpaved 1 Fatal crash 4 injury crashes 2 speed related
FS 428	Hardscrabble/ Mesa Road	-	6.5	4	0.61	Unpaved, 4 ran off road/ditch/embankment
FS 55 Russell Road	Russell Road/ Russell Gulch Road/ Kellner Canyon	685	3.4	13 *5 additional GC crashes	5.29	Unpaved 5 speed related, 3 inattention
Gibson Ranch Road	SR 87	706	2.58	5	1.94	Paved
Gisela Road	SR 87	176	5.22	5	0.96	Paved 4 ran off road/rollover
Golden Hill Road	Alcott Drive	706	2.58	4	1.55	Paved 2 alcohol related
Houston Mesa Road	SR 87	696	9.64	30 *5 additional GC crashes	3.63	Paved 16 ran off road 4 collision with animal/wild game
Russell Road	Roberts Drive/ Quail Run/ Pinal Canyon/ Lancaster Street	1396	2.1	14 * 1 additional GC crash	7.14	Paved 2 collisions with bicyclists
Young Road (FS 512)	FS 202	1518	0.7 (segment approaching FS 202)	6	8.57	Unpaved 3 crashes classified as “negotiating a curve”

Sources: ADOT Safety Data Mart, Gila County Road Activities-Accident Report, and Kimley-Horn and Associates, Inc.

* Crashes recorded by Gila County Sheriff's Office but not reported to ADOT Safety Data Mart

3.8 Pavement Management

3.8.1 Pavement Conditions

A roadway pavement condition inventory was conducted via visual windshield surveys in May 2013 for the paved roadway segments maintained by Gila County.

Gila County has two maintenance regions: the Timber region (the Payson/Mogollon Rim area); and the Copper region (Globe area). For purposes of this study, the inventory was divided into these same two regions. Two survey crews each consisting of one Kimley-Horn staff member and one Gila County staff member inventoried the roadway conditions in each region, respectively.

Although a few conventional asphalt-surfaced roadways exist in Gila County, the majority of the paved roadways consist of a chip sealed wearing course generally placed on aggregate base or subgrade. The County has a proactive program for roadway maintenance that includes crack sealing and chip sealing. The County makes a concerted effort to chip seal roadway surfaces on a five- to seven-year cycle as budgets allow. Gila County has diverse geographical and climatic site conditions, from the arid Copper region at a lower elevation to the Timber region at a higher elevation that is subject to more significant climate cycling and adverse weather conditions. These factors have a significant impact on pavement life cycle.

Since 2005, Gila County has been proactive in developing and maintaining a Pavement Management System (PMS) for the County-maintained paved roadways. The County utilizes the Cartegraph asset management software platform to store paved roadway inventory/condition data and to develop maintenance and rehabilitation plans. Current paved roadway inventory data stored in Cartegraph for Gila County includes road name, area, beginning point, end point, functional classification, number of lanes, segment length, roadway width, area, and Pavement Condition Index (PCI) values from 2005.

The roadway pavement conditions were visually rated on a scale of 0 to 100 with a rating of 81-100 being Excellent, 61-80 being Good, 41-60 being Fair, 21-40 being Poor, and 0-20 being Failed. Overall, the majority of the roadways within the Timber region are in Good to Fair condition with the most common distresses observed being low-severity longitudinal and transverse (L&T) cracking, alligator cracking, edge cracking, and weathering/raveling. The majority of the paved roadways within the Copper region are in Fair to Poor condition with the most common distresses observed being medium-severity block and alligator cracking in addition to low- to medium-severity weathering/raveling.

The roadway segments rated as Failed or Poor in both the Timber and Copper regions generally exhibit a significant amount of medium- to high-severity alligator cracking, medium- to high-severity edge-cracking, and patching, resulting in a loss of surface integrity and ability to safely and efficiently accommodate the vehicular traffic being applied to the roadway surface.

The information regarding the type, severity, and extent of pavement distresses was entered into Gila County's existing Cartegraph system to generate a pavement condition rating called the Overall Condition Index (OCI) that is calculated based on equations within Cartegraph. The initial visual condition ratings were compared to the OCI ratings to generate a final overall pavement condition rating.

In a majority of cases, the two ratings were within a reasonable and expected standard of error assumed to be +/- 20 points. For these cases, the OCI rating was utilized as the overall pavement condition rating. When the comparison of ratings exceeded the expected standard of error, the visual condition rating was utilized as the overall pavement condition rating because Cartegraph OCI ratings can vary significantly depending on the relationship between segment length and pavement distress coverage area. For segments with no OCI rating due to the segment not being included in Cartegraph, the visual condition rating was utilized as the overall pavement condition rating.

Pavement condition ratings are shown graphically in **Figure 11**. A summary of pavement condition ratings by number of miles of paved roadways is shown in **Table 18**. More detailed information from the pavement condition inventory is provided in **Appendix C**.

Table 18 – Pavement Ratings Summary

Region	Miles of Road with Excellent Rating (81-100)	Miles of Road with Good Rating (61-80)	Miles of Road with Fair Rating (41-60)	Miles of Road with Poor Rating (21-40)	Miles of Road with Failed Rating (0-20)
Copper	2.86	8.23	17.63	31.88	13.49
Timber	13.70	37.93	31.12	16.43	1.89
Total	16.56	46.16	48.75	48.31	15.38

Source: Kimley-Horn and Associates, Inc.

3.9 Bicycle and Pedestrian Facilities

Bicycle and pedestrian facilities are an important part of the multimodal transportation network in that they provide various options for travel (which is especially critical for travelers who cannot drive).

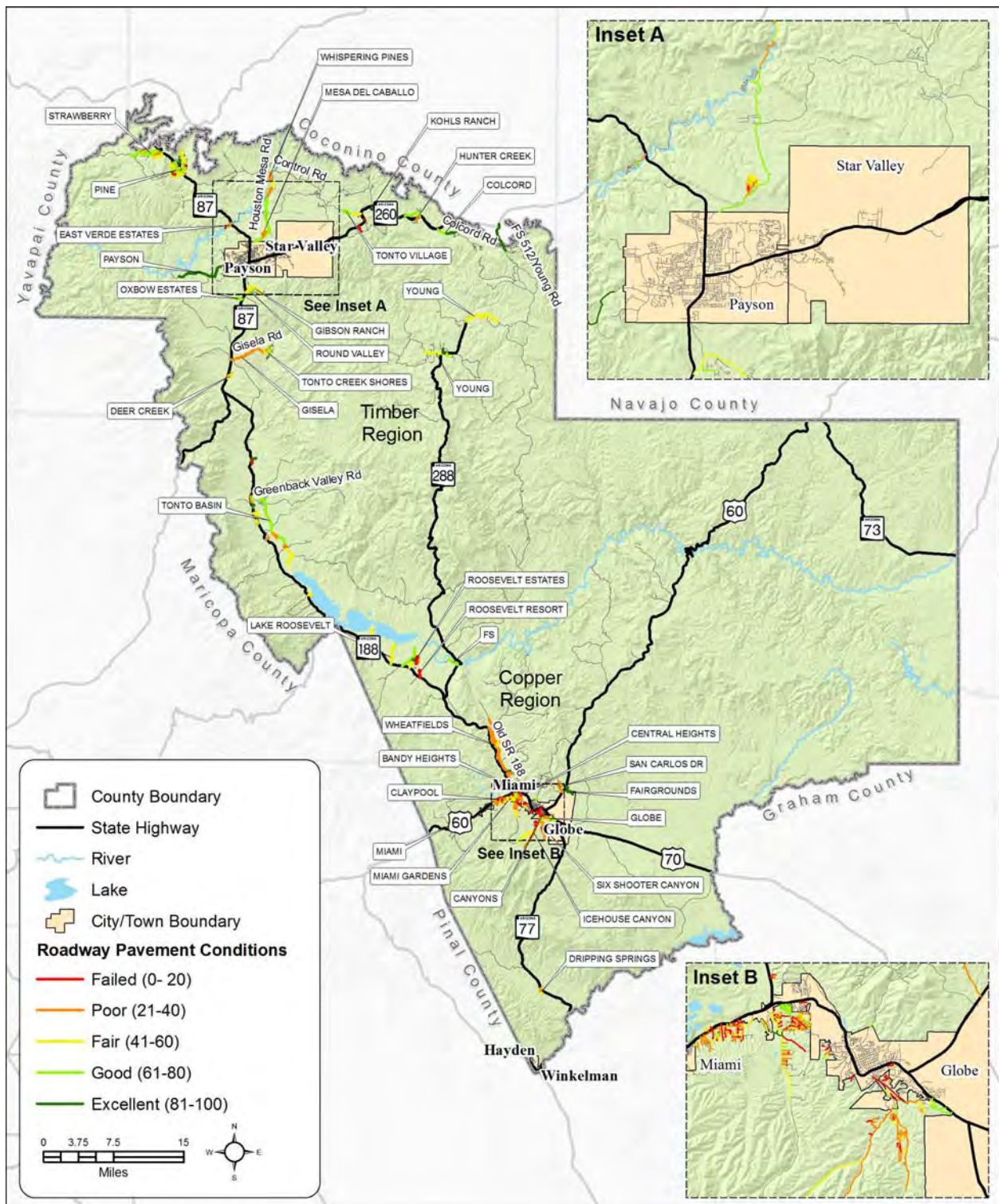
3.9.1 Bicycle Facilities

Elements that make up bicycle networks can include designated bike routes, striped bike lanes, paved shoulders along roadways, wide outside lanes, shared use paths, and sidewalks.

Per the AASHTO Guide for the Development of Bicycle Facilities (2012), paved shoulders provide adequate bicycle facilities on rural highways (speed limits of 45 to 55 miles per hour (mph)) that connect town centers and other major attractors. Shoulder width should be a minimum of 4 feet on uncurbed sections with no vertical obstructions immediately adjacent to the roadway. Shoulder width of 5 feet is recommended from the face of guardrail, curb, or other roadside barrier to provide additional operating width. Additional shoulder width is desirable on roadways with higher vehicle speeds, or if use by heavy vehicles, recreational vehicles, or buses is considerable. In constrained locations, where right-of-way width is limited, a paved shoulder could be considered only on uphill sections.

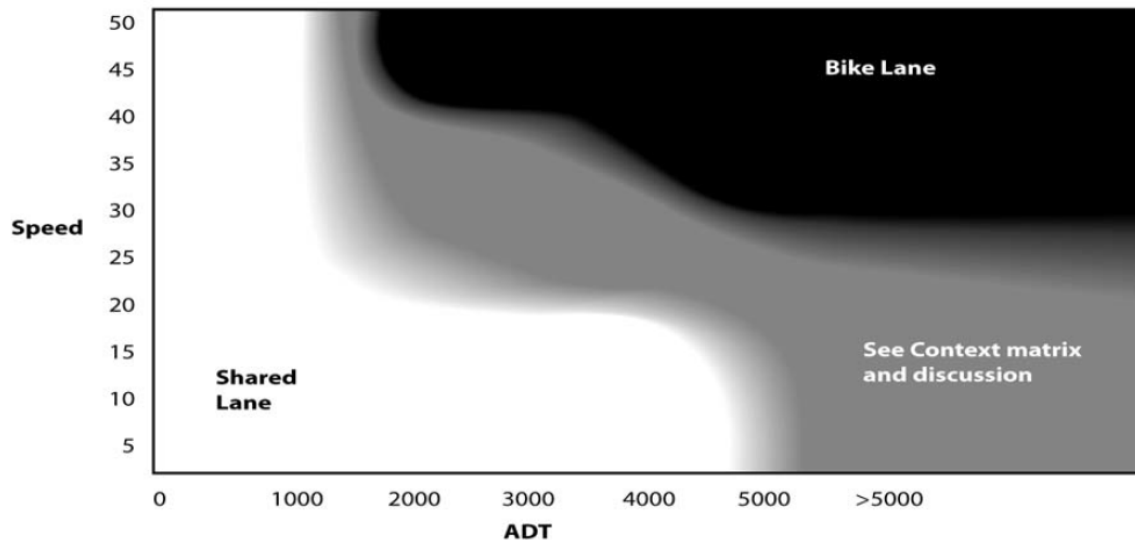
The Oregon Department of Transportation publishes a bike lane decision matrix (see **Figure 12**) to help determine what types of roadways should include bicycle lanes or striped paved shoulders. The matrix shows that roadways with less than 1,000 vehicles per day typically do not require bicycle lanes/striped paved shoulder. The matrix also shows that roads with traffic volumes that exceed 5,000 vehicles per day generally should be considered for bicycle lanes/striped paved shoulders.

There are limited existing bicycle facilities on Gila County roads. Fairgrounds Road has a wide shoulder that is marked as a bicycle lane. Several of the state highways that connect to County roadways have wide shoulders. State highways and their shoulder widths are noted in the ADOT Bicycle Route Map shown herein as **Figure 13**. ADOT recently updated its Bicycle and Pedestrian Plan for state highways.



Source: Kimley-Horn and Associates, Inc.

Figure 11 – Pavement Condition Ratings



Source: Oregon Department of Transportation

Figure 12 – Bike Lane Decision Matrix

3.9.2 Pedestrian Facilities



Source: Google

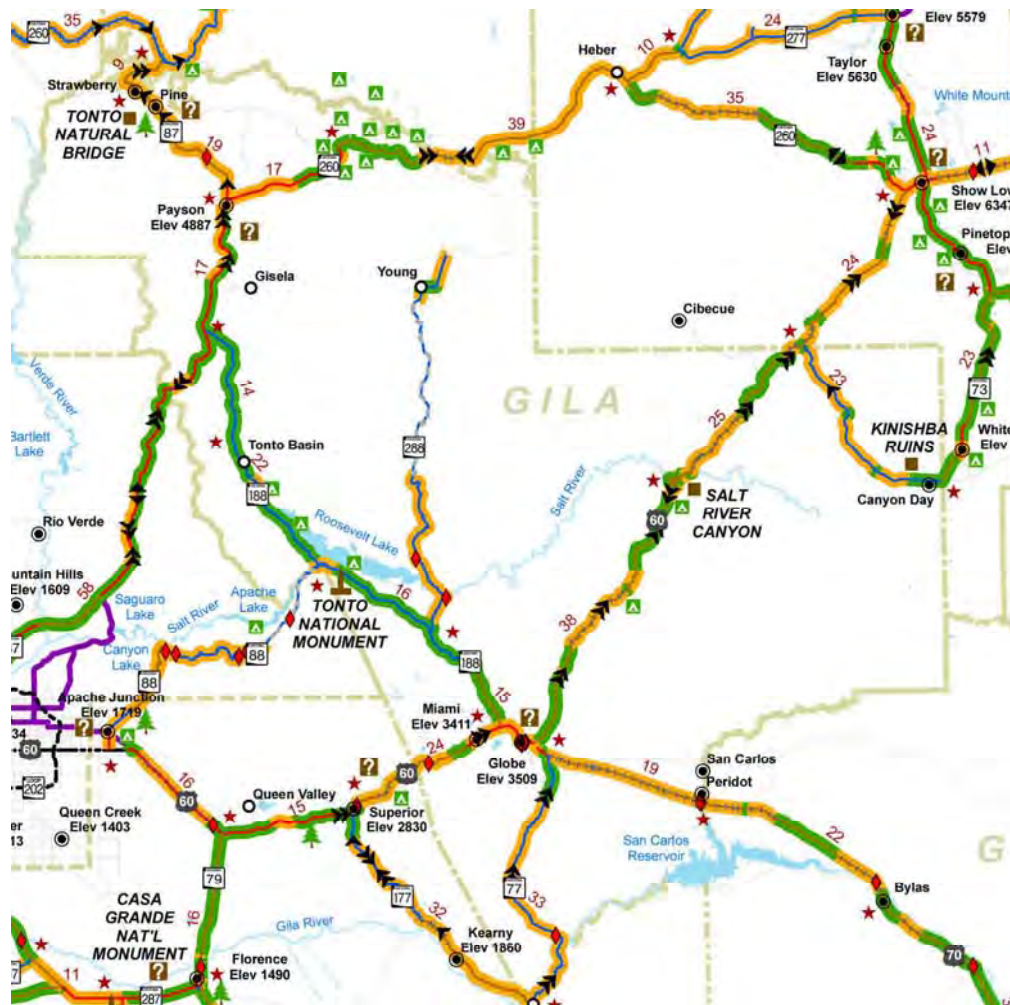
Pedestrian networks are typically comprised of sidewalks, trails, and shared use paths. Few sidewalks exist on County roadways. Those that do exist are generally located within or near the incorporated communities of Globe, Miami, and Payson and there are often gaps in the sidewalk network. County roadways containing sidewalks include Broadway Street from 2nd Street to Old Oak Street, several roadways adjacent to the Miami Public Schools complex, and Six Shooter Canyon Road from Winchester Road to Remington Road. The sidewalk segment on Six Shooter Canyon Road provides access between residential areas and Gila Pueblo College Road and is planned to be extended from Remington Road to Cherokee Road through a Transportation Enhancement grant. Another approved Transportation Enhancement project is the construction of sidewalks along Main Street in Globe from US 60 to the intersection of Golden Hill Road.

Gila County has also received a Transportation Enhancement grant to install eleven pedestrian rest shelters in the Pine-Strawberry area. The structures can also be used as bus shelters for school children.

3.9.3 Trails

The Town of Payson has adopted a *Trails Plan* that proposes the creation of additional trail systems, routes, and access facilities for hiking, biking, equestrian, and other recreational uses. The plan proposes preserving trail linkages between the Town of Payson and the surrounding National Forests. The Trail System Map is shown in **Figure 14**.

The Tonto National Forest provides a number of hiking trails in Gila County, which are shown in **Figure 15**. These include trail systems in the Globe and Miami areas, such as the Ferndell Trail, East Mountain Trail, Icehouse Canyon Trail, Six Shooter Canyon Trail, and Mill Creek Trail.



Route Characteristics

- Effective Shoulder Width = 4 ft or greater
- Effective Shoulder Width < 4 ft
- Rumble Strip with Effective Shoulder Width < 4 ft
- Bridge with Effective Shoulder Width < 4 ft
- Low Traffic Volumes
- Medium Traffic Volumes
- High Traffic Volumes
- Bicycles Prohibited
- Dirt Roads
- Interstate Frontage Roads
- Other Roads
- Regionally Significant Routes (Non-ADOT)
- Extreme Grade
- Moderate Grade
- Varied Grade

Facilities conditions as shown on this map often vary from one side of the road to the other. Bicyclists should use extreme caution while riding on Arizona highways.

TRAFFIC VOLUMES

All traffic volumes on this map are Annual Average Daily Traffic (AADT). AADT is the total number of vehicles passing a given point, in both directions, during a year, divided by 365 days, given in vehicles per day (vpd).

Low Traffic Volume	< 2,500 vpd
Medium Traffic Volume	2,500-7,500 vpd
High Traffic Volume	> 7,500 vpd

A typical hourly traffic volume in one direction is approximately equal to 6% of the AADT, so a 7,500 AADT is approximately 450 vehicles per hour (vph), and a 2,500 AADT is approximately 150 vph.

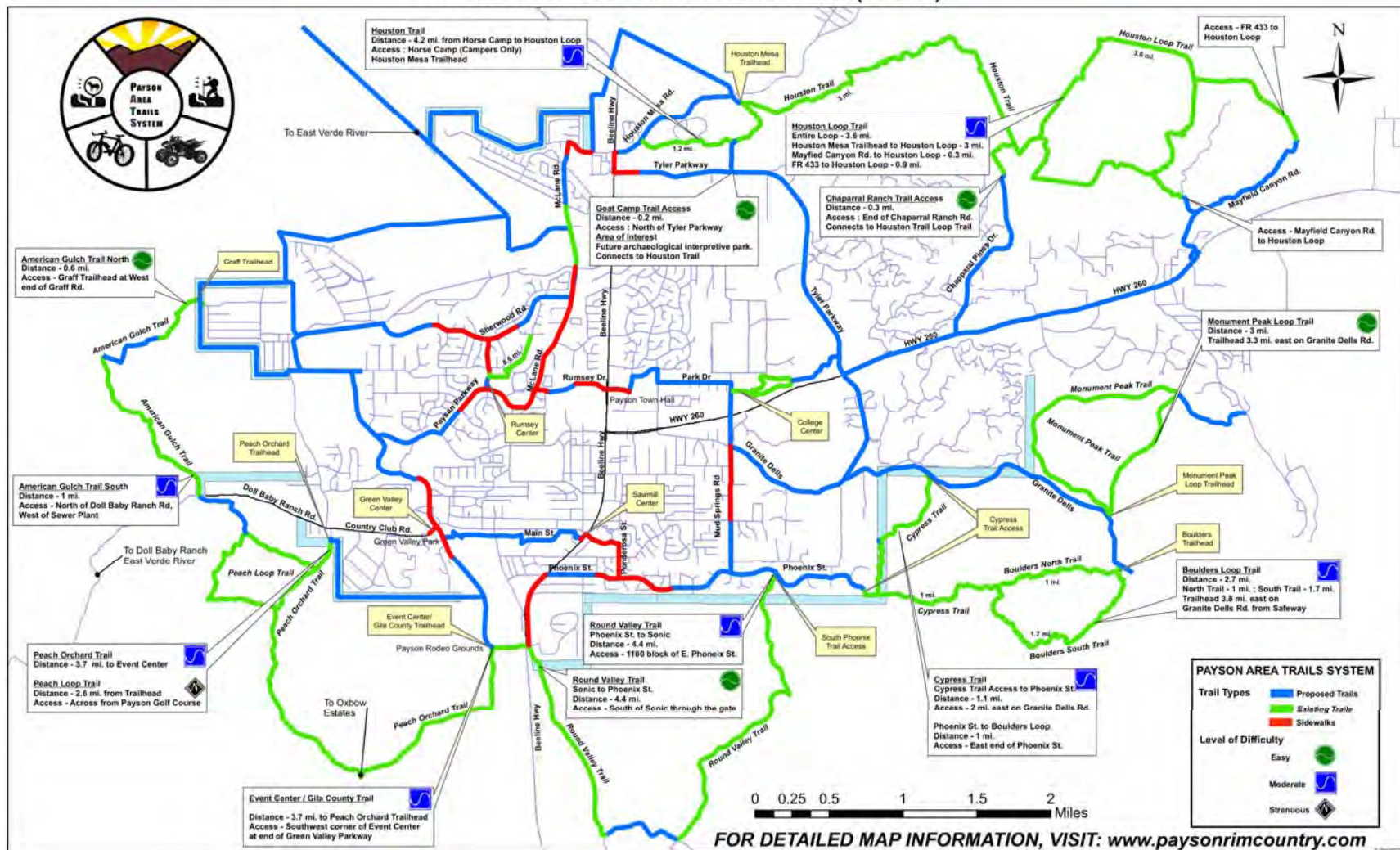
GRADES

Arrows are shown in direction of grade ascent. Gradient information is provided as a general aid to cyclists in planning tours and is not intended to be all inclusive of grade conditions along the bicycle routes shown. Their purpose is merely to advise cyclists of some of the steeper climbs which may be encountered throughout the state.

Source: ADOT

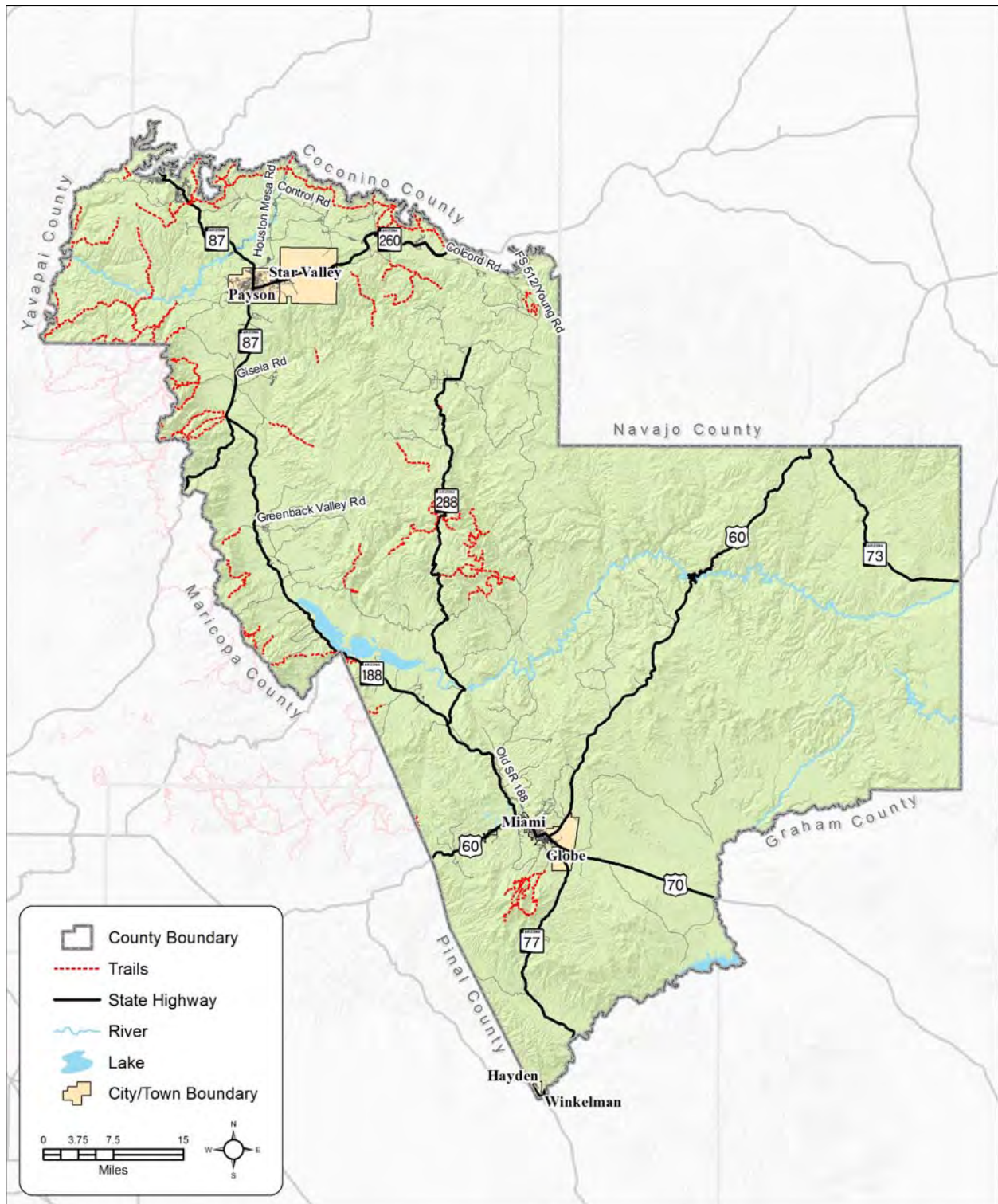
Figure 13 – ADOT Bicycle Route Map

PAYSON AREA TRAILS SYSTEM (PATS)



Source: Town of Payson

Figure 14 – Payson Trails System



Source: U.S. Forest Service, Gila County

Figure 15 – Tonto National Forest Trails

3.9.4 Goals, Objectives, and Policies Regarding Multimodal Facilities

Existing planning documents were reviewed regarding existing goals, objectives, and policies associated with multimodal facilities.

Gila County Comprehensive Plan – Transportation Element

The Gila County Comprehensive Plan Circulation Element considers not only roadway networks, but also a regional effort to create a multimodal system to accommodate future pedestrians, bicycles, and public transportation. Goals from the document relating to multimodal and pedestrian and bicycle facilities are presented below (with bolding of text added for emphasis):

Goal 5: A safe, efficient and cost effective multimodal circulation system that provides for adequate mobility and access.

Objective 5.1: Provide a balanced transportation system that promotes multimodal transportation opportunities and ensures adequate emergency access.

*Policy 5.1a: The County shall utilize street design and construction standards that could incorporate multimodal elements, such as **bikeways and pedestrian facilities**, within the developed rural communities.*

*Policy 5.1b: The County shall explore opportunities for the use and incorporation of multimodal elements such as **natural surface pedestrian trails and horse paths in-lieu of traditional pedestrian elements such as sidewalks where appropriate.***

*Policy 5.1c: The County shall incorporate **safe crossing points for major non-vehicular circulation** routes along major and minor arterial traffic routes within the County.*

Policy 5.1d: The County shall work with the Central Association of Governments and the incorporated cities and towns to extend and enhance existing multimodal transportation elements in a regional manner.

*Policy 5.1h: The County shall **encourage new development to provide adequate facilities for non-motorized and alternative transportation modes.***

The Gila County Comprehensive Plan states that:

“Alternative modes of transportation should be strongly encouraged to play a larger role in the transportation system. The vast majority of trips are currently by automobile. Other modes for a balanced circulation system include bicycling, walking, and transit alternatives with efficient placement of future employment and services.”

It further states that with respect to pedestrian facilities:

“With proper design and adequate facilities, walking can be a mode of travel for school, convenience shopping, recreation, social, and even work trips. Pedestrian facilities can be accommodated as enhancements with new roadways or maintenance. All new developments within urbanized areas will be required to construct sidewalks adjacent to the roadway, as per the Gila County Roadway Design Standards Manual. This will encourage development of a pedestrian system.”

4 TRANSPORTATION FINANCE

This section includes an assessment of revenue sources that can be used to fund transportation improvements.

4.1 Gila County Transportation Excise Tax Program

4.1.1 Revenues from the Transportation Excise Tax

In 1994, Gila County voters passed a half-cent excise tax to pay for highway and street improvements and transportation projects. The Gila County Transportation Excise Tax program has a sunset date of December 31, 2014. At the start of the program, excise tax revenues were not identified separately from Highway User Revenue Fund (HURF) revenue funds, and data was not available on the revenues from the excise tax individually. Since January 1999, however, information on the excise tax revenues is available separately and totals \$38,815,263.

Since July 2002, excise tax revenues total \$31,570,836. These data indicate that revenues have generated approximately \$3 million per year. For the most current fiscal year, excise tax revenues and estimates for 2013 and 2014 are summarized in **Table 19**.

Table 19 – 2012 and 2013 Estimates Excise Tax Revenues

Tax	Estimated Revenues, 2012	Actual Revenues, 2012	Estimated Revenues 2013 ¹	Estimated Revenues 2014 ²
½ cent Transportation Excise tax	\$2,818,450	\$2,851,371	\$2,915,834	\$2,981,732
½ cent interest	\$16,000	\$24,635	-	-
Total	\$2,834,450	\$2,876,006	\$2,915,834	\$2,981,732

1. Source: Gila County, Arizona Adopted budget, 2012/2013, Schedule C, page 27,

http://www.gilacountyaz.gov/documents/finance/docs/Budgets/Final_Adopted_2012_2013_Budget.pdf, referenced 2/18/13

2. Estimated by Kimley-Horn and Associates, Inc., based on growth rate from 2012 to 2013 excise tax revenues of 2.26%

4.1.2 Transportation Excise Tax Expenditures

Transportation excise tax expenditures have included major transportation projects, paving projects, maintenance projects, and funding for projects to support transportation public works, such as equipment, a maintenance yard in Star Valley, capital purchases related to transportation, and related expenses. A summary of projects completed with transportation excise tax funds are provided in **Table 20**.

Table 20 – Projects Completed with Transportation Excise Tax Funds

STRAWBERRY

- Fossil Creek Road (paving and drainage)
- Louthian Road (paving and drainage)
- Strawberry Lane (paving)
- Nash Trail (paving and drainage improvements)
- Lost Oak Road (roadway drainage improvements)
- Juniper Road (roadway drainage improvements)
- Diane Circle (roadway drainage improvements)
- Judy Lane (paving and drainage improvements)
- Rimwood Road (paving)
- Elk Road (paving)
- Parkinson Drive (paving)
- Western Way (paving and drainage improvements)
- Lufkin Drive (paving)
- Strawberry Pond Dam (retention basin)

PINE

- Pine Creek Canyon Road Improvement Project
- Fuller Drive (paving and alignment)
- Randall Road (intersection improvement and paving)
- South Road (intersection improvement and paving)
- Valley View Drive (paving)
- Apache Trail (paving)
- Mistletoe Road (paving)
- Holly Drive (paving)
- Cedar Meadow Lane (Built Bridge and paving)
- Pine Cone Trail (paving and drainage improvements)
- Cyprus Street (paving and drainage improvements)
- Mohawk Street (paving and drainage improvements)
- Apache Trail (paving and drainage improvements)
- Ute Trail (paving and drainage improvements)
- Prince Drive (paving)
- Robbin Lane (paving)
- Fara Drive (paving)

PAYSON/STAR VALLEY AREA

- Detroit Drive (paving)
- Oxbow Trail (paving)
- Gibson Ranch Road (paving)
- Round Valley Road (paving)
- Moonlight Drive (re-align and paving)
- SR 260 turn lanes to Star Valley Yard
- Access Road to Beaver Valley Estates (paving)
- Houston Mesa Road (realignment at Red Hill)
- Houston Mesa Road (paving)

TONTO VILLAGE/CHRISTOPHER CREEK AREA

- Control Road (paving)
- Johnson Blvd. (paving)
- Standage Drive (paving)
- Tonto Trail, Cedar Circle, Village Circle, Woodland Circle, Ponderosa Circle, Windy Grove Circle, Oak Circle (paving)
- Ashby or Apple (drainage improvements)
- Colcord Road (paving)

YOUNG AREA

- Young Road (FS 512) north end (paving)
- Young Road (FS 512) south end (purchase r/w for CFLHD project)
- Young Road (FS 512) south end (chip seal)
- Midway Road (paving)
- Hazelwood Road (paving)
- Puma Road (paving)
- Tewksbury Boulevard (paving)
- Graham Boulevard (paving)
- Baker Ranch Road (paving)

TONTO BASIN/GISELA

- Tonto Bridge Design
- Gisela Road Sycamore Lane (intersection improvement)
- Greenback Valley Road (paving)
- Ewing Trail (paving)
- Shreve Lane (box culvert)
- Cline Boulevard (paving)
- Fluorspar Road (paving)
- Bonanza Circle (paving)
- Sally Mae Circle (paving)
- Packard Drive (paving)
- Circle D Circle (paving)
- Roxie's Circle (paving)
- Dooley Drive (paving)
- Forrest Drive (paving)
- Christopher Lane (paving)
- Lake Vista Drive (paving)
- Tonto Creek Trail (paving)

GLOBE AREA

- Bixby Road (paving and drainage improvements)
- Quail Ridge Road (paving)
- Railroad Ave. New Street (intersection improvement)
- Maple Leaf Street (roadway and drainage improvement)
- Ragus Road (curb gutter and sidewalk)
- Russell Road (paving)
- Hospital Drive (reconstruct and pave before Globe annexed)
- Golden Street (paving)
- Hope Lane (purchased R/W)
- Copper Hills Road (paving)
- Alamo Way (low water crossing drainage improvement)
- Alberta Drive (paving)
- Jesse Hayes Road/Oil Circle (paving and intersection improvement)
- McMillan Wash (drainage improvements)
- Johnson Road (paving)
- Blue Ridge Drive (paving)
- Monterey Road (drainage improvement)
- Courthouse Parking Lot Expansion
- Wheatfields Road (Murray Wash drainage improvement project)

Source: Gila County

Some of the more major of these projects are summarized in **Table 21** along with their associated costs.

Table 21 – Major Projects Implemented Using Transportation Excise Taxes

Road Projects (New and Reconstructed)	Cost
Arcadia Drive	\$220,221
Bixby Road	\$146,523
Cline Boulevard	\$272,912
Colcord Road	\$188,081
Control Road	\$340,575
Copper Hills Road	\$114,690
Fairgrounds Road	\$343,536
Fossil Creek Road Phase 1 & 2	\$3,354,071
Hospital Road (Besich)-Rose Mofford Way	\$924,654
Icehouse Canyon Bridge	\$1,440,174
Kellner Canyon	\$87,841
Pine Creek Canyon	\$1,586,694
Russell Road Turn Lanes	\$903,433
Six Shooter Canyon Road	\$2,217,869
Star Valley Left Turn Bay	\$413,411
Tonto Creek Bridge Engineering	\$369,402
Wheatfield Road (Old 188)	\$431,086
Young Road (FS 512)	\$543,571
Total Cost	\$13,898,744

Source: Gila County

Other major transportation-related expenditures that were funded through the Transportation Excise Tax funds are summarized in **Table 22**.

Table 22 – Other Expenditures Funded Through the Transportation Excise Tax Funds

Project	Cost
Star Valley Maintenance Yard built in 1996	\$1,414,000
Approximate Maintenance costs for Chip Seal/Paving and supplies since 2002 (average cost \$600,000 per year)	\$5,400,000
Capital Equipment purchases since July 2007	\$1,975,171
Indirect costs from 9/2009 to 2/2013	\$2,063,596
Public Works Buildings contribution	\$1,400,000
Total Cost	\$12,252,767

Source: Gila County

4.2 Other Transportation Revenue Sources

4.2.1 Arizona Highway User Revenue Funds

The State of Arizona taxes motor fuels and collects a variety of fees relating to the registration and operation of motor vehicles in the state. These collections include gasoline and use fuel taxes, motor carrier fees, vehicle license taxes, motor vehicle registration fees, and other miscellaneous fees. These HURF revenues are distributed to the cities, towns and counties of the State and to the State Highway Fund, which is administered by ADOT. These taxes and fees represent a source of revenues available for highway-related expenses. In fiscal year 2012, the HURF distribution to Gila County was \$3.25 million.

ADOT Financial Management Services prepared a forecast of expected values for future HURF revenues for the state as a whole in a document entitled Arizona Highway User Revenue Fund Forecasting Process and Results, FY 2013-2022. HURF revenues statewide are projected to increase at an average annual compound rate of 3.4% in the 2013-2022 timeframe. Per input from Gila County staff, however, the anticipated annual growth rate in HURF revenues in Gila County is in the 1%-2% range.

4.2.2 Moving Ahead for Progress in the 21st Century (MAP-21)

Federal programs authorized under MAP-21 include Surface Transportation Program (STP), Highway Safety Improvement Program (HSIP), Federal Lands Transportation and Access Programs, Tribal Transportation Program, Railway-Highway Crossings (RHC), Transportation Alternatives (TA) Program, National Highway Performance (NHP) Program, and other relevant programs. Federal funding for transportation improvements is available through these programs, subject to eligibility requirements and approval by ADOT and FHWA. Utilizing federal funds requires obtaining environmental, utility, and right-of-way clearances before proposed improvements can be implemented.

4.2.3 Gila County General Revenue Funds

General fund revenues can be used on any type of project and come from a number of sources, including property taxes, licenses and permits, intergovernmental revenues, and special revenue funds.

4.2.4 Developer Participation

Developer participation in terms of impact fees is another potential revenue source for improvements.

4.3 Programmed Transportation Expenditures

Table 23 summarizes the projects that Gila County is planning to carry out over the next five years per the Gila County 2013-2018 Capital Improvement Program (CIP) .

Table 23 – Gila County 2013-2018 Capital Improvement Program

Project Name	Location or Region	Cost by Year (\$)					
		2013	2014	2015	2016	2017	2018
Planned Capital Projects							
Bridge Load Rating	All County			100,000			
Pine Creek Canyon Phase 2	Timber				50,000	1,500,000	
Rim Trail Bridge Design	Timber		50,000				
RAC FR 423 Eng Cline Blvd	Timber	117,703					
Develop/Permit Materials Pit	Copper	28,700	40,000	50,000			
Broadway & El Camino Intersection Improvement	Copper		55,500	100,000			
Young 512 Resurfacing	Timber		135,538				
Colcord Overlay	Timber		300,000				
FS Russell Road to Kellner Canyon	Copper		227,022				
Houston Mesa Bridges	Timber		320,000				
Lion Springs-ADOT match	Timber			440,000	440,000	440,000	440,000
Mesa Del subdivision paving	Timber		500,000				
Pine-Strawberry Pedestrian Shelters	Timber	13,495	58,894				
Sidewalk Main Street	Copper		54,706				
Sidewalk Six Shooter	Copper		55,192				
Broad Street Ext Phase 2	Copper		400,325				
Cemetery Road	Timber	34,909	-	150,000			
Gisela Road	Timber		500,000				
Ice House Canyon overlay	Copper				300,000		
Monroe Reconstruction	Copper				890,000		
Pine Creek Canyon Phase 1	Timber	1,196,475	163,695				
Russell Rd/Hope Ln Intersection and wall	Copper	886,778					
Oak Creek Bridge & Approaches	Timber				150,000	150,000	150,000
Tonto Creek Bridge (Eng)	Timber	9,229	476,499	100,000	100,000	100,000	100,000
Russell Rd - Pedestrian Stop / One Way Traffic	Copper		300,000				
Planned Capital Projects	All County	2,287,289	3,637,371	940,000	1,930,000	2,190,000	690,000

Table 23 – Gila County 2013-2018 Capital Improvement Program (continued)

Project Name	Location or Region	Cost by Year (\$)					
		2013	2014	2015	2016	2017	2018
Planned Maintenance Projects							
Indirect Costs	All County	732,301	798,766	798,766	798,766	798,766	798,766
Road Maintenance < \$200,000 not in project	All County	434,239	514,510	350,000	350,000	350,000	350,000
Capital Equipment/Machinery	All County	264,067	356,682	300,000	300,000	300,000	300,000
Capital Bridge Infrastructure	All County		20,000				
Non-Project Road Maintenance Expense	All County	904,175	800,000	800,000	800,000	800,000	800,000
Planned Maintenance Projects	All County	2,334,782	2,489,958	2,248,766	2,248,766	2,248,766	2,248,766
Contingency Reserve	All County	0	100,000	100,000	100,000	100,000	100,000
Total Planned Capital and Maintenance Projects	All County	4,622,071	6,227,329	3,188,766	4,178,766	4,438,766	2,938,766

Source: Gila County

5 TRANSPORTATION NEEDS

Transportation system needs (e.g., safety issues, infrastructure gaps or deficiencies, and unmet demand for transportation facilities or services) were identified from an analysis of current and future transportation conditions and comments received from the general public, the TAC, and stakeholders regarding transportation system needs. Based on the needs identified and the comments received, areas for improvements were identified, evaluation measures were defined, and potential improvement projects and recommendations were developed.

5.1 Roadway Needs

5.1.1 Paving Needs

Unpaved roadways that have average daily traffic volumes approaching or exceeding 400 vpd were identified as candidates for new paving, with those roadways that are also federally functionally classified considered the highest-priority candidates. Based on traffic count data and input from Gila County staff, paving Control Road (FS 64) between SR 87 and SR 260 and paving Young Road (FS 512) between SR 260 and SR 288 are the highest-priority paving needs.

5.1.2 Bridge Needs

Eight bridges have ADOT-assessed sufficiency ratings below 80, indicating the need for rehabilitation to current standards or replacement (reconstruction). These bridges are:

- Pinal Creek Reinforced Concrete Box Culvert (rehabilitate);
- Pinal Creek Bridge (rehabilitate);
- Christopher Creek Bridge (rehabilitate);
- Icehouse Canyon Bridge 1 (rehabilitate);
- Icehouse Canyon Bridge 2 (rehabilitate);
- Bloody Tanks Wash Bridge (replace);
- Tonto Village Bridge (replace); and
- Rim Trail Bridge (replace).

5.2 Safety Needs

The predominant type of crashes in the five-year analysis period (2008-2012) is single vehicle crashes in which vehicle speed was a contributing factor. Furthermore, five of the six fatal crashes involved motorcycles or ATVs on rural roadways. These statistics demonstrate a need to improve enforcement and driver education on rural roadways. Speed limits should be adhered to and the public should be warned about the dangers of alcohol consumption while driving.

The crash analysis identified the need to conduct more detailed safety evaluations (e.g., RSAs) at the following locations:

- Broadway Street/El Camino Street intersection (a RSA has since been conducted at this location and is discussed later in this document);
- Young Road (FS 512) – 0.7-mile segment east of FS 202;
- Russell Road (FS 55) – 5.5-mile segment from Roberts Drive to Kellner Canyon Road; and
- Houston Mesa Road – 9.64-mile segment from SR 87 to Control Road.

Another identified need is the development of a more consistent procedure for reporting crash data collected by Gila County and USFS to ADOT so that the ADOT Safety Data Mart can be a more comprehensive dataset.

5.3 Pavement Management Needs

The roadway segments whose pavement condition is rated as Failed or Poor need to be rehabilitated to prevent further deterioration and to improve circulation, safety, emergency vehicle access, and drainage. Because pavement conditions are generally expected to deteriorate over time, even the roadways rated as Excellent, Good, or Fair will likely need to be rehabilitated within the next 20 years.

5.4 Bicycle and Pedestrian Needs

The need was identified for bike lanes or paved shoulders to promote bike and pedestrian safety and comfort. For locations with limited right-of-way, bike lanes/paved shoulders could be considered only on the uphill sections of roadways.

Bike lanes/paved shoulders should be provided on roadways that connect urbanized areas, activity centers, and recreational destinations, particularly if these routes have high traffic volumes, high speeds, or are used by trucks or recreational vehicles.

Roadways that have over 2,000 vpd should be considered for bike lanes/paved shoulders. The roadways with daily traffic volumes over 2,000 vpd are shown in **Table 24**. The segment limits in the table should be reviewed to establish logical beginning and ending points for bike lanes/paved shoulders to establish connectivity to adjacent roadways.

Table 24 – Potential Bike Lane/Paved Shoulder Candidate Roadways

Roadway Name	From	To	Current Daily Traffic Volume (Rounded)
Old Oak Street	Locomotive Drive	US 60	2,000
Six Shooter Canyon Road	Cherokee Road	Icehouse Canyon Road	2,000
Fossil Creek Road	Rimwood Road	SR 87	2,200
Golden Hill Road	Russell Road	Main Street	2,200
Houston Mesa Road	SR 87	Control Road	3,700
Jesse Hayes Road	0.09 miles northwest of Beer Tree Crossing	Oil Circle Drive	4,200
Main Street	Golden Hill Road	Short Avenue	4,700

Source: Kimley-Horn and Associates, Inc.

Gila County staff has identified two roadways that are high-priority candidates for bike lanes/paved shoulders: Christopher Creek Loop is a recreational roadway with sufficient pavement width that a bike lane/paved shoulder could be created if the roadway were restriped to remove the center turn lanes; and Houston Mesa Road (already in **Table 24**) has sufficient right-of-way that the roadway could be widened to create bike lanes/paved shoulders without needing additional right-of-way.

Another identified need was to fill in gaps and expand the sidewalk network, particularly in the vicinity of the incorporated communities of Globe, Miami, and Payson.

5.5 Transportation Finance Needs

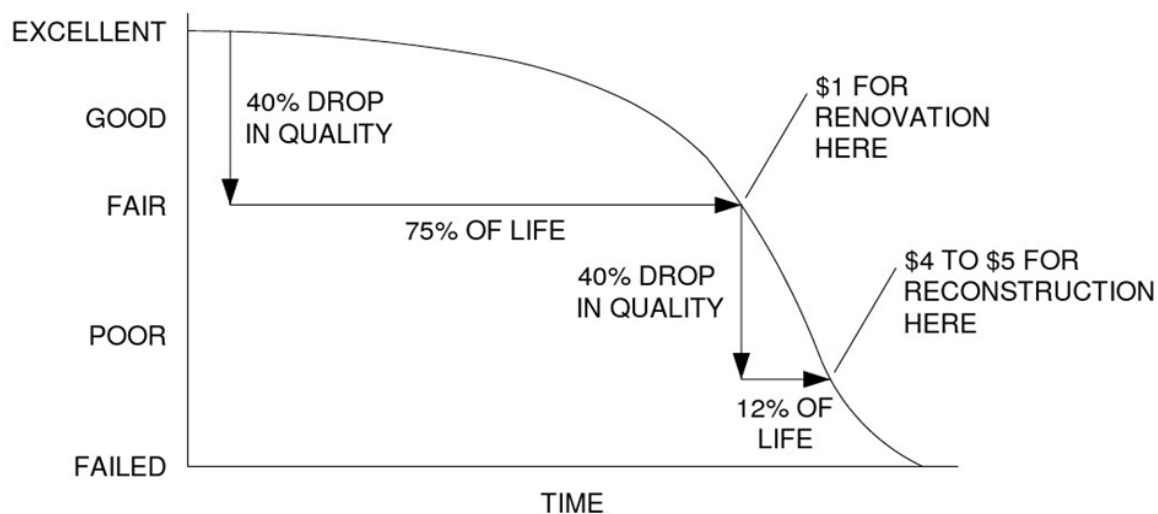
The cost of needed improvements is expected to exceed projected available revenue from traditional revenue sources. A key identified need is extending the transportation excise tax or identifying other funding sources to construct the projects currently in the Gila County 2013-2018 CIP and the improvement projects recommended in this study.

6 IMPROVEMENT CONSIDERATIONS

The considerations described below guided the development and priority ranking of potential improvements.

6.1 Pavement Maintenance

Pavement generally deteriorates over time regardless of the level of maintenance activities. Pavement typically performs well over the first 75% of the pavement's life, but deterioration rapidly accelerates during the final 25% of the pavement's life, as shown in **Figure 16**. Although it's difficult to determine the "positive signal" at the juncture between the first 75% and the final 25%, this point generally occurs as the pavement condition deteriorates from Fair to Poor. Proactive maintenance activities can prolong pavement life cycle spans, thus requiring less capital expenditure.



Source: Kimley-Horn and Associates, Inc.

Figure 16 – Pavement Life Cycle

The level of deterioration and resulting future pavement condition for the roadway segments identified within Gila County are dependent upon various factors including climate, traffic, and general site conditions. There are many pavement segments within Gila County that are in Fair condition but approaching the point at which the rate of deterioration is likely to increase more rapidly if preventive maintenance activities are not conducted in the near-term to slow the rate of deterioration. Once the pavement has deteriorated to a rating of Poor or Failed, applying preventive maintenance activities, such as crack sealing, patching, or surface treatments, is likely not cost-effective.

If preventive maintenance activities are not routinely conducted, costly major rehabilitation activities such as mill/replace or reconstruction are likely to be required. Generally speaking, Gila County has historically been proactive in applying preventive maintenance to deteriorating roadways in the form of single or double chip seal applications. Gila County has an annual chip seal program to address these preventive maintenance needs.

Taking a proactive approach in managing the overall condition of the pavement network and applying maintenance and rehabilitation activities at the appropriate time will allow Gila County to make cost-effective decisions and protect the investment in the roadway network. It is important that Gila County make maintenance and rehabilitation decisions that consider the underlying cause of the pavement deterioration so that repairs will restore the expected useful life of the pavement.

6.2 Complete Street Cross-Sections

Nationally, interest continues to increase regarding accommodating all roadway users (e.g., motorists, bicyclists, pedestrians, and transit riders) by creating “complete streets” that provide facilities (e.g., sidewalks, bike lanes, and transit amenities) for all user groups (see www.completestreets.org). Roadway users of all ages and abilities should be able to safely move along and across complete streets.

Elements of complete streets can include sidewalks, shared use paths, bike lanes or wide paved shoulders, special bus lanes, comfortable and accessible transit stops, frequent crossing opportunities, median islands, accessible pedestrian signals, curb extensions, and more. A complete street in a rural area may have a different cross-section than a complete street in an urban area, but both should be designed to balance safety and convenience for everyone using the roadway.

The Gila County Roadway Design Standards Manual (revised 2005) has both rural and urban typical cross-sections for the following roadway types:

Urban Roadway Types

Urban Principal Arterial
Urban Major Collector
Urban Collector
Urban Minor Collector
Urban Local

Rural Roadway Types

Rural Major Arterials
Rural Arterials
Rural Collectors
Rural Local
Rural Very Low Volume

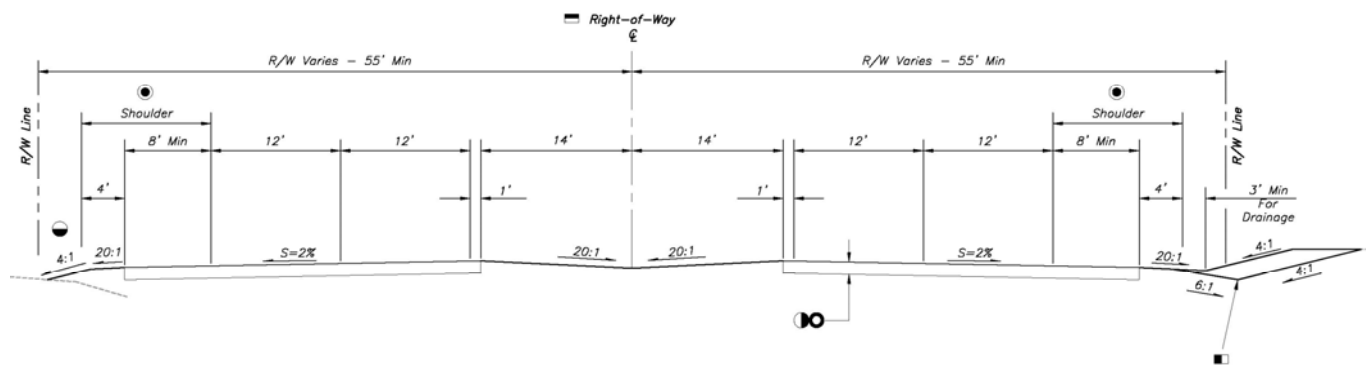
These cross-sections were reviewed to determine if they contain provisions for sidewalks or paths and bike lanes or paved shoulders. With respect to sidewalks, the design standards state that pedestrian walkways (sidewalks and paths) may be incorporated in a roadway cross-section if requested or approved by the Gila County Engineering Department. The standard width for walkways is five feet for all urban collector and arterial roadways. For urban local roadways, a sidewalk width of four feet may be used. Shared use paths may be used, if desired. The design of shared use paths will be based on applicable, current standards. Sidewalks are to be provided on all new urban streets except on single-family residential local streets where all lots or parcels are one net acre or more in area and shoulders are provided. The Roadway Design Standards state that sidewalks will be provided on rural roadways adjacent to lots smaller than one net acre unless otherwise approved by the Gila County Board of Supervisors.

With respect to bike lanes, the County’s Roadway Design Standards include provisions for 6-foot bike lanes on all of the urban cross-sections except for the urban local roadway. On the rural cross-sections, there is an 8-foot minimum shoulder area that can be used as a bike lane on the rural major arterial roadway, and a 5-foot minimum shoulder area that can be used as a bike lane on the rural arterial roadway. On rural collector roadways, there is a 12-foot sloping shoulder area that is not suitable for bike travel. Similarly, there is a 4-foot minimum sloping shoulder area on the rural local roadway and a 2-foot-minimum sloping shoulder area on the rural very low volume roadway that are not suitable for a bike travel. Existing rural cross-sections for arterial, collector and local roadways are shown in **Figure 17**.

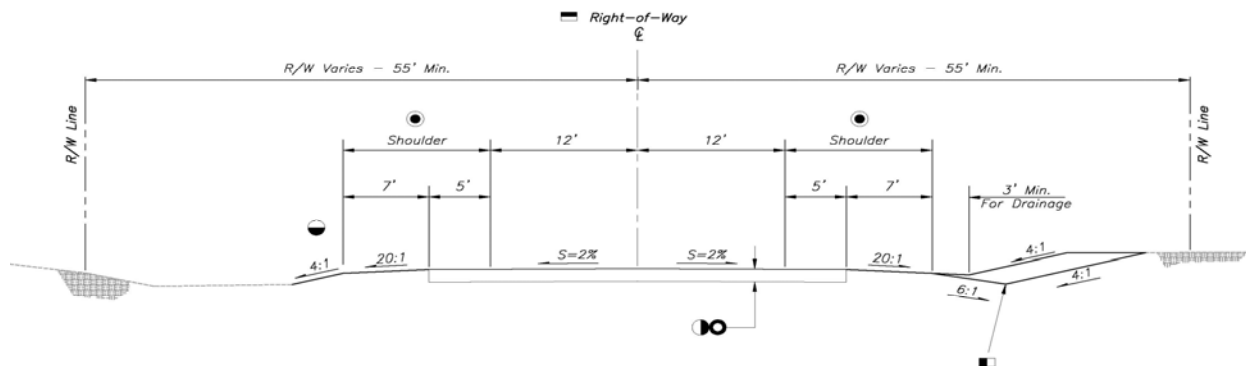
It is recommended that Gila County consider updating its rural collector, rural local, and rural very low volume roadway cross-sections to provide sufficient accommodation for bike travel (i.e., a minimum 5-foot flat paved shoulder or bike lane). It is also recommended that Gila County consider adopting a complete streets policy that emphasizes the importance of providing transportation facilities that accommodate all users.

6.3 Road Safety Assessment at Broadway Street / El Camino Street

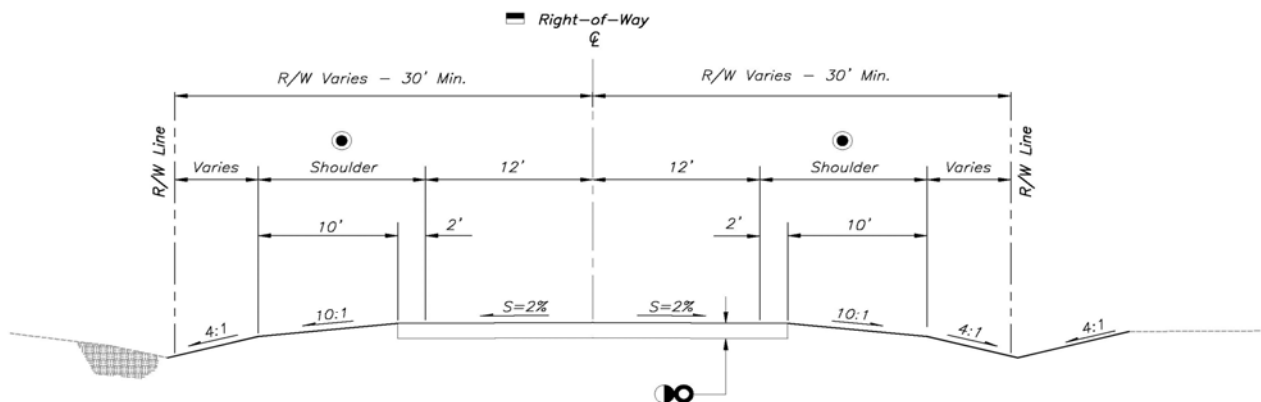
A RSA of the Broadway Street/El Camino Street intersection was conducted by ADOT in June 2013 at the request of the Gila County Public Works Department. Gila County Public Works Department requested the RSA because the roadway ranks high on Gila County Public Works Department's crash list and has a high level of pedestrian activity. The study limits included the segment of Broadway Street from US 60 to just east of El Camino Street, and El Camino Street from US 60 to just south of Broadway Street. The issues and recommended countermeasures for consideration that were identified as a result of the RSA are summarized in **Table 25**. Gila County provided a response letter indicating that Gila County intends to implement the recommended countermeasures as funding and staff resources become available. More detailed information on the RSA is available in **Appendix D**.



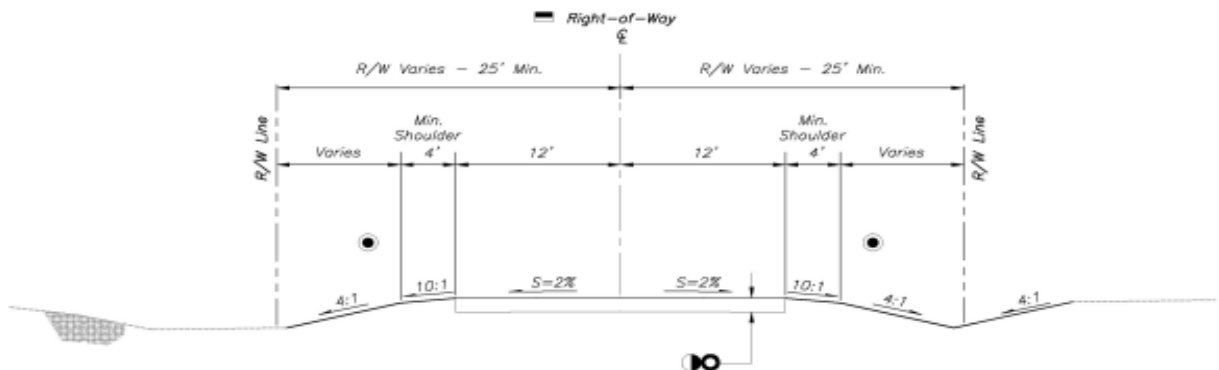
TYPICAL SECTION - RURAL MAJOR ARTERIAL ROAD



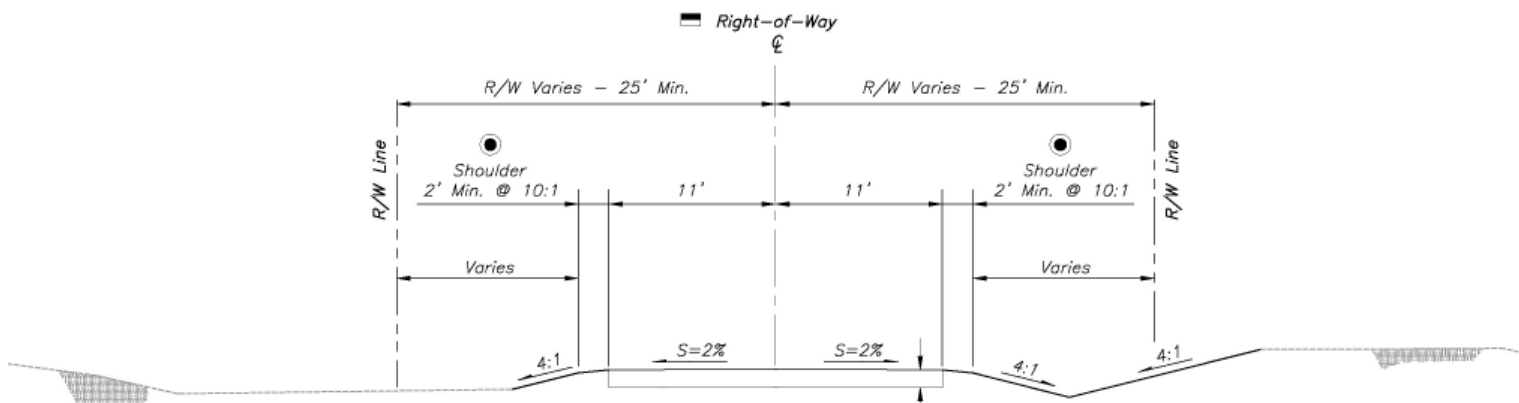
TYPICAL SECTION - RURAL ARTERIAL ROAD



TYPICAL SECTION - RURAL COLLECTOR ROAD



TYPICAL SECTION - RURAL LOCAL ROAD



TYPICAL SECTION - RURAL VERY LOW VOLUME ROAD

Source: Gila County Roadway Design Standards Manual

Figure 17 – Gila County Rural Cross-sections

Table 25 – Broadway Street/El Camino Street RSA Suggested Countermeasures

Potential Safety Issue	Description	Countermeasure for Consideration
Backing Crashes at Post Office	42% of the crashes in the study area are backing crashes at the Post Office, with half of these occurring on the north side and half on the east side of the Post Office.	<p>Install pavement markings for angle parking on north side of Post Office. Consider using back-in angle parking, which provides motorists with better vision of roadway users as they exit the parking space. Back-in angle parking also removes the difficulty that drivers, particularly older drivers, have when backing into moving traffic.</p> <p>Install pavement markings for perpendicular parking on east side of Post Office.</p> <p>Install edgelines along Broadway Street.</p> <p>Refresh the double yellow centerline on Broadway Street.</p> <p>Eliminate parking on northeast corner of Post Office through the installation of a raised bulb out or pavement markings.</p> <p>Reconstruct sidewalk area in front of Post Office, relocating sidewalk closer to the Post Office to gain additional maneuvering space outside of the travel lane for backing vehicles; this will also provide an opportunity to address the elevation difference between the sidewalk and the parking area.</p>
Speeds on Eastbound Broadway Street	Motorists turning from eastbound US 60 to Broadway Street have a short distance (approximately 150 feet) to decelerate from a 40 mph speed zone to a 25 mph speed zone. Because Broadway Street intersects US 60 at skew, motorists do not have to slow down to make the right-turn maneuver onto Broadway Street. Additionally, Broadway Street is very wide and straight, which may encourage higher speeds.	<p>Use pavement markings to narrow the Broadway Street lane widths to 10 or 11 feet. These could include edge lines, angle parking stalls at the Post Office, parallel parking stalls at the Fire Department, and refreshed centerlines.</p> <p>If speeding on eastbound Broadway Street is still an issue after marking improvements, consider reconstructing the intersection of US 60 and Broadway Street to force motorists to make more of a 90-degree right-turn movement from a deceleration lane.</p>
Pedestrians	The RSA Team observed numerous pedestrians, and some bicyclists, of varying ages and abilities during the daytime and nighttime field reviews. There are no sidewalks along the Circle K frontage.	Construct sidewalks along the Circle K frontage to line up with the existing curb on El Camino Street near US 60.
Pavement Markings	Pavement markings, including centerlines, stop bars, and parking stalls, are faded or non-existent	Refresh all pavement markings

Source: ADOT

Table 25 – Broadway Street/El Camino Street RSA Suggested Countermeasures (continued)

Potential Safety Issue	Description	Countermeasure for Consideration
Circle K Access	<p>Access at Circle K is uncontrolled, with no defined driveways, which can produce unpredictable motorist behavior related to entering, exiting, and parking maneuvers.</p> <p>The RSA team observed several motorists making diagonal movements across the Broadway Street/El Camino Street intersection into and out of the Circle K property. Other motorists were observed making higher speed left-turns into Circle K after turning right from US 60.</p> <p>The bollards and utility pole on the southwest corner of the Circle K lot have been struck numerous times.</p> <p>The disorganized parking on the Circle K lot can contribute to sight distance and traffic flow issues.</p>	<p>Provide defined accesses for the Circle K frontage with standard commercial driveways on Broadway Street and El Camino Street, which can be accomplished in combination with sidewalk construction. These driveways need to accommodate fuel trucks and other large vehicles; location and width of the driveways should be evaluated to meet these needs. The El Camino Street driveway should be located as far from US 60 as possible. A second Broadway Street driveway may be needed for accessing the garbage dumpsters.</p>
Parking	<p>There is on-street parking on El Camino Street and Broadway Street. Parked vehicles can create sight obstructions for motorists.</p> <p>Parking demand for the Post Office and Fire Department appears to be greater than the parking supply.</p>	<p>Prohibit parking within 20 feet of intersection with the use of raised or painted bulb-outs on the corners.</p> <p>Relocate the stop bars closer to the edge of the through travel lane to improve motorists' view around parked vehicles.</p> <p>Provide additional on-street parking along the right-turn ramp onto US 60.</p> <p>Pursue an agreement (possibly a land swap) between the Mormon Church and Freeport-McMoRan to provide parking along the west side of the Post Office.</p> <p>Install a street light for the north end of the Mormon Church parking lot to make it more secure for nighttime parking of Fire Department employee vehicles.</p> <p>If sight restrictions persist at the Broadway Street/El Camino Street intersection, evaluate the need for all-way stop control.</p>
Left-Turns onto US 60	<p>Angle crashes involving left-turns from El Camino Street onto US 60 make up 25% of the crashes in the study area.</p> <p>The skewed angle of the intersection makes it more difficult to look left from the El Camino Street approach.</p> <p>The median bullnose has been struck and run over numerous times. Several raised pavement markers (RPMs) are missing from the median bullnose, and the paint on the bullnose is faded.</p>	<p>Decrease the length of the median bullnose to provide a better turn radius for vehicles turning left from El Camino Street.</p> <p>Replace the missing RPMs and refresh the reflective paint on the median.</p> <p>Install an angled stop bar and centerline to align vehicles on El Camino Street perpendicular to US 60.</p>

Source: ADOT

7 RECOMMENDED IMPROVEMENTS

Recommended improvements have been developed to address the study area's identified current and future needs. Recommended improvements are grouped by type of improvement and are discussed below. Roadway, safety, bicycle, and pedestrian improvements are collectively considered capital improvements and are shown graphically in **Figure 18**. Pavement improvements are displayed separately later in the document.

7.1 Roadway Improvements

This section discusses the roadway improvements recommended in the following areas:

- Paving and improving existing unpaved roadways;
- Bridge improvements; and
- Other roadway improvements.

7.1.1 Paving and Improving Existing Unpaved Roadways

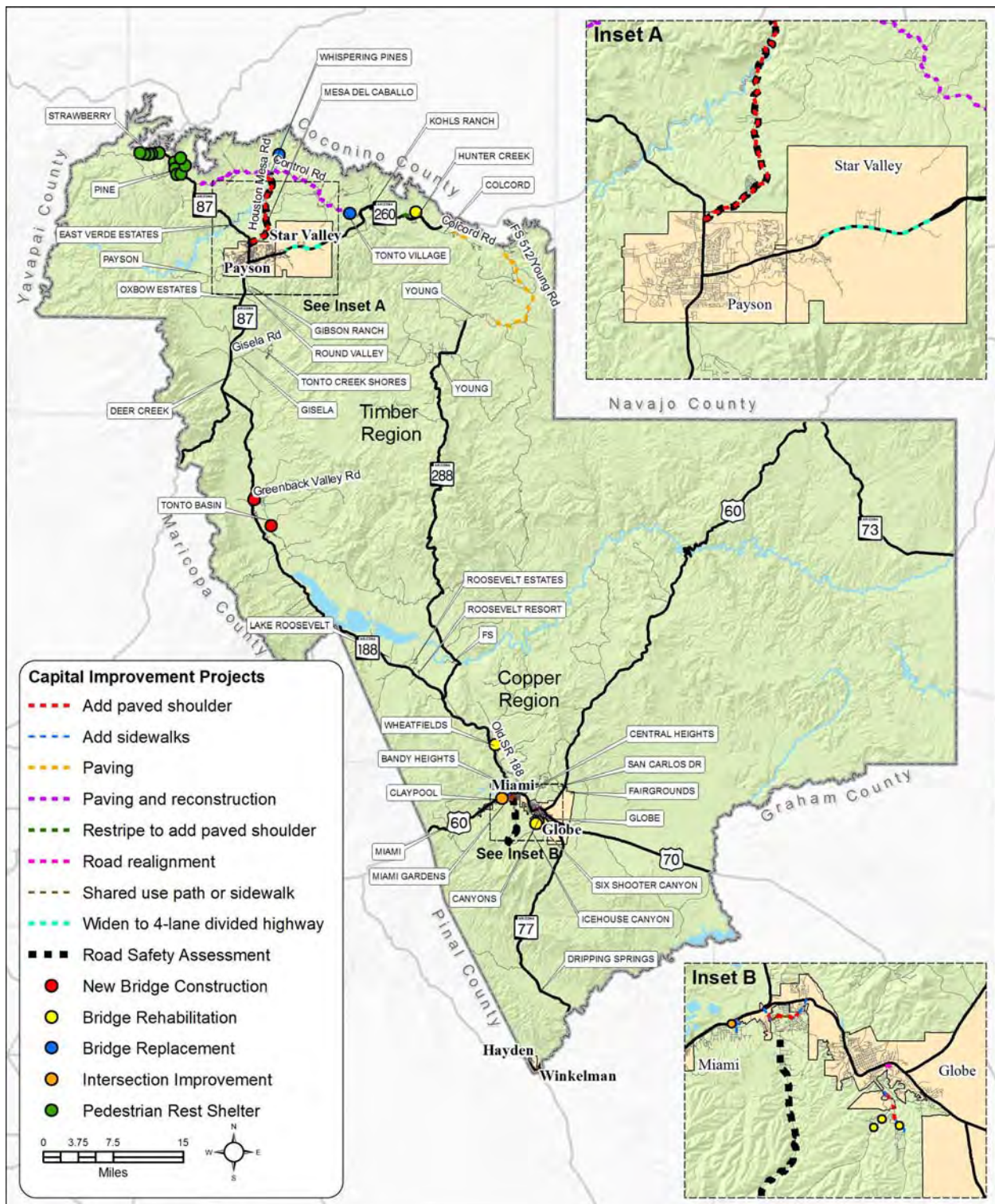
A paved roadway surface provides a number of benefits over an unpaved surface, including reduced levels of dust, more efficient and comfortable travel, reduced vehicle maintenance costs, and improved safety. **Table 26** identifies the locations where improvement projects are recommended to pave and improve existing unpaved roadways. These projects assume that the roadway will be paved with asphalt that covers the width of the unpaved roadway, which is generally 24 feet wide. These recommendations are based on the needs identified as part of this study and projects already identified in the Gila County five-year CIP.

7.1.2 Bridge Improvements

The bridge improvement projects in **Table 27** are recommended based on the needs identified as part of this study and projects already identified in the Gila County five-year CIP. These projects include replacing or rehabilitating the eight bridges that had sufficiency ratings below 80, providing new bridges across Oak Creek and Tonto Creek in the Tonto Basin community, and conducting a bridge load rating study that will evaluate the maximum load each Gila County bridge can carry.

7.1.3 Other Roadway Improvements

The other miscellaneous roadway improvement projects in **Table 28** are recommended based on the fact that these projects are already identified in the Gila County five-year CIP.



Source: Kimley-Horn and Associates, Inc.

Figure 18 – Recommended Roadway Capital Improvement Projects

Table 26 – Recommended Roadway Improvements - Paving Unpaved Roadways

Project Location	Improvement Description	Comments
Control Road (FS 64): SR 87 to Houston Mesa Road	Paving and reconstruction	Identified need in this study
Control Road (FS 64): Houston Mesa Road to end of pavement 2 miles west of SR 260	Paving and reconstruction	Identified need in this study
Young Road (FS 512): Colcord Road to Crouch Mesa (FS 116)	Paving	Identified need in this study
Pine Creek Canyon Drive: Pine Lane to campground entrance	Paving	In County 5-year plan
Colcord Road (FS 291): end of pavement for 1.3 miles	Paving	In County 5-year plan
Mesa Del Caballo Subdivision: multiple roadways	Paving	In County 5-year plan
Icehouse Canyon Road: Six Shooter Canyon Road to end of pavement	Paving	In County 5-year plan

Source: Kimley-Horn and Associates, Inc., Gila County

Table 27 – Recommended Roadway Improvements - Bridges

Project Location	Improvement Description	Comments
Bridge Load Rating Study	Rate each bridge in County for maximum load	In County 5-year plan
Rim Trail Bridge	Replacement	Identified need in this study In County 5-year plan
Tonto Village Bridge	Replacement	Identified need in this study
Bloody Tanks Wash Bridge	Replacement	Identified need in this study
Pinal Creek Reinforced Concrete Box Culvert	Rehabilitation	Identified need in this study
Pinal Creek Bridge	Rehabilitation	Identified need in this study
Christopher Creek Bridge	Rehabilitation	Identified need in this study
Icehouse Canyon Bridge 1	Rehabilitation	Identified need in this study
Icehouse Canyon Bridge 2	Rehabilitation	Identified need in this study
Oak Creek Bridge	New construction	Identified need in this study In County 5-year plan
Tonto Creek Bridge	New construction	Identified need in this study In County 5-year plan

Source: Kimley-Horn and Associates, Inc., Gila County

Table 28 – Other Recommended Roadway Improvements

Project Location	Improvement Description	Comments
SR 260: Lion Springs Section	Widen to 4-lane divided highway	Local contribution to ADOT project In County 5-year plan
Monroe Street Reconstruction: 7 th Street to Gila County Courthouse	Realign road to improve horizontal and vertical alignment of roadway	In County 5-year plan
Cemetery Road: SR 87 to end of pavement	Paving and reconstruction	In County 5-year plan

Source: Kimley-Horn and Associates, Inc., Gila County

7.2 Safety Improvements

The following safety improvement projects are recommended based on the safety needs identified in this study, the findings of the RSA at Broadway Street/El Camino Street, and projects already identified in the Gila County five-year CIP.

- Enforcement and driver education campaign on rural roadways;
- Broadway Street/El Camino Street RSA recommendations;
- Future RSA studies and subsequent safety improvements; and
- Improved crash reporting procedures.

7.2.1 Enforcement and Driver Education Campaign on Rural Roadways

A driver education campaign is recommended that focuses on motorcycle/ATV safety and the negative consequences of excessive speed and alcohol consumption. Increased enforcement of traffic laws is also recommended.

7.2.2 Road Safety Assessment Recommendations at Broadway/El Camino

A summary of the RSA recommendations developed by ADOT at the Broadway Street/El Camino Street intersection is provided in **Table 29**. While Gila County has indicated it intends to implement the recommendations as funding and staff resources become available, the recommendations are subject to review and refinement by Gila County. Gila County already has some funding set aside in the five-year CIP for implementing safety improvements at this intersection.

Table 29 – Broadway Street/El Camino Street RSA Recommendations

Safety Concern	Recommended Improvement
Backing Crashes at Post Office	Striping for angle and perpendicular parking, install edge lines, refresh pavement markings, install bulb outs at corners, reconstruct sidewalk in front of Post Office
Speeds on Eastbound Broadway St	Pavement markings to narrow lane widths, thereby slowing drivers down when entering Broadway Street from US 60
Pedestrians	Construct sidewalks
Circle K Access	Construct driveways on El Camino Street and on Broadway Street
Parking	Prohibit parking near corners, relocate stop bars to improve visibility, provide parking (through land swap) on west side of Post Office, parking lot lighting, evaluate all-way stop sign at El Camino/Broadway if needed
Left Turns onto US 60	Reconfigure median bullnose on US 60 at El Camino Street
Pavement Markings	Refresh all pavement markings

Source: ADOT

7.2.3 Future Road Safety Assessment Studies

It is recommended that RSAs be conducted on the following three roadway segments. Subsequent construction improvement projects should be developed that implement the agreed upon improvements recommended by the RSAs.

- Young Road (FS 512) – 0.7-mile segment east of FS 202;
- Russell Road (FS 55) – 5.5-mile segment from Roberts Drive to Kellner Canyon Road; and
- Houston Mesa Road – 9.64-mile segment from SR 87 to Control Road.

7.2.4 Improved Crash Reporting Procedures

It is recommended that personnel from Gila County Public Works, Gila County Sheriff's Office, USFS, and ADOT work together to develop reporting procedures that will result in a more consistent and accurate crash dataset in the future.

7.3 Pavement Maintenance and Resurfacing Improvements

7.3.1 Pavement Preventive Maintenance

Preventive maintenance activities slow the rate of pavement deterioration and extend the life of the pavement. The application of preventive maintenance activities to significantly deteriorated pavement segments is typically expensive and not cost-effective. Typical preventive maintenance improvements include crack sealing, patching, fog seals, and chip seals. These treatments are most cost-effective when applied to a pavement that is not significantly deteriorated and exhibiting climate-related distresses such as longitudinal cracking, weathering, and raveling. Applying these treatments to pavement that is exhibiting load-related distress does not correct the underlying deficiency but can extend the life of the pavement to some degree. Gila County typically applies chip seals to roadways exhibiting low to moderate load-related distresses to extend the life of the pavement. Preventive maintenance improvements also include stop-gap

maintenance. Stop-gap maintenance addresses safety issues, such as severe potholes, for roadways that are either significantly deteriorated or to address localized pavement failure for roadways that are otherwise rated Good or better.

It is recommended that the County consider preventive maintenance activities such as crack sealing and patching for pavements between three and five years old with overall pavement condition ratings of 70 or greater and chip seal surface treatments for pavements between six and ten years old or when a pavement reaches a condition rating of Good with the predominant distress types being climate-related. Chip seal surface treatments can be considered for segments with a condition rating of Poor if the amount of load-related distress is limited; however, chip seal surface treatments should not be considered for segments with a condition rating of Failed. **Table 30** provides general guidelines for the application of preventive maintenance treatments.

Table 30 – General Guidelines for Applying Preventive Maintenance

Preventive Maintenance Activity	2013 Pavement Condition Rating	Approximate Age at Initial Treatment (Years)	Treatment Interval (Years)
Asphalt Crack Sealing	70 or greater	3 – 5	3 – 5
Asphalt Patching	Varies	As necessary	As necessary
Surface Treatment - Chip Seal	Varies*	6 - 10 [#]	5 – 7

* Effectiveness is dependent on condition of roadway and distress types present

[#] Age at initial treatment should be dependent on condition of roadway and distress types present

7.3.2 Pavement Resurfacing

Pavement resurfacing, or reconstruction of the pavement surface, is recommended to correct or improve structural deficiencies and/or functional deterioration. Resurfacing should be considered when a segment of pavement has deteriorated to a point where preventive maintenance activities are no longer cost-effective.

Resurfacing should be considered for a roadway with a rating of Poor or Failed or if the pavement is exhibiting a high percentage of load-related distress. Generally, a high percentage of load-related distress indicates that the pavement may be structurally deficient or that the roadway traffic is different than what the pavement was designed to accommodate.

7.3.3 Pavement Improvement Recommendations

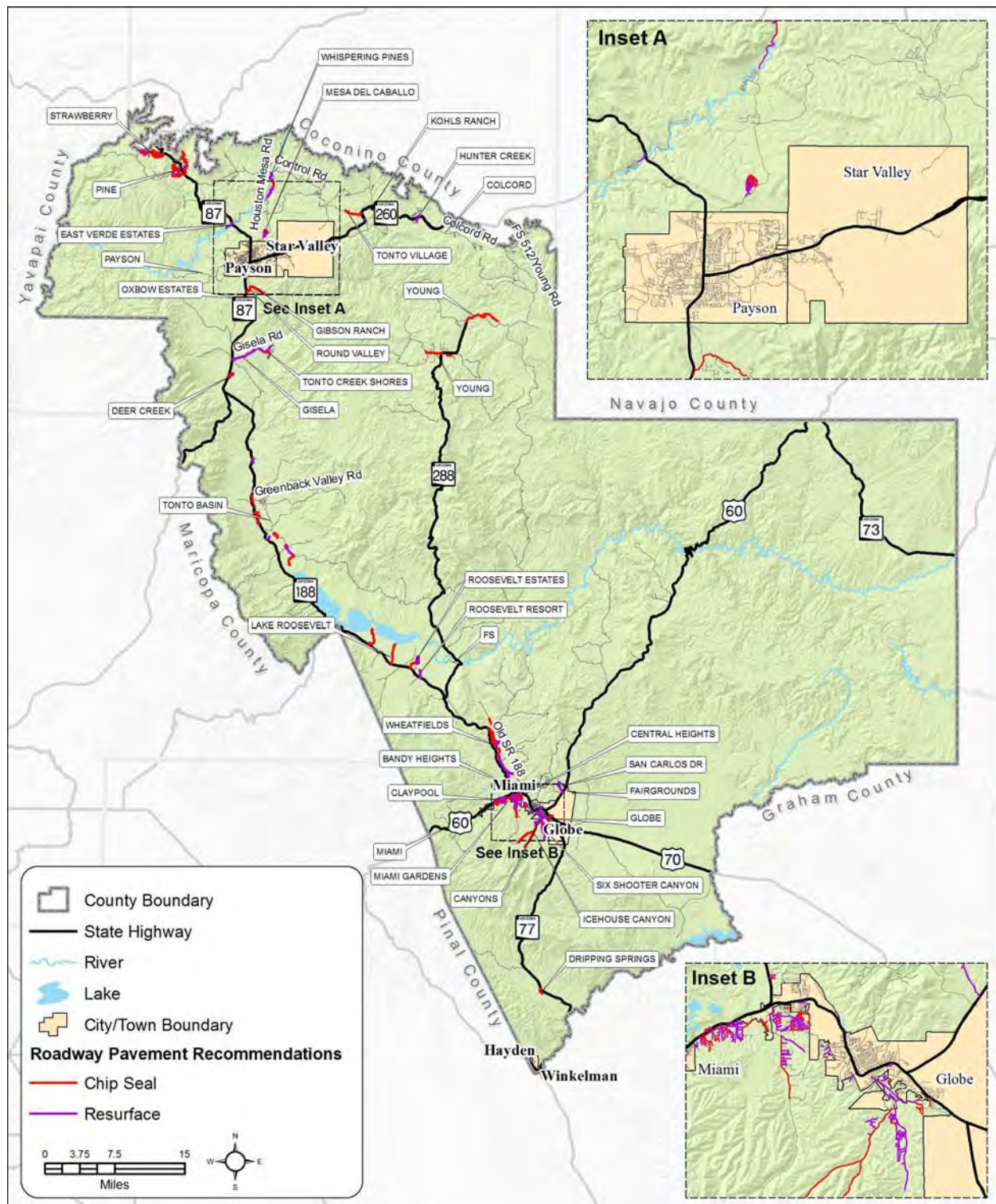
To determine what type of pavement improvements are needed, the decision matrix shown as **Table 31** was developed that indicates whether a particular roadway segment needs resurfacing, chip sealing, or preventive maintenance based on the overall pavement condition rating and the degree of severity and extent of load-related pavement distress present.

Table 31 – Pavement Improvement Decision Matrix

Overall Pavement Condition Rating	Load-Related Pavement Distress Present		Recommended Pavement Improvement
	<i>Degree of Severity and % of Area Exhibiting Alligator Cracking</i>	<i>Degree of Severity and % of Area Exhibiting Rutting</i>	
0-30	N/A	N/A	Resurface
31-70	Low Severity \geq 50% or Medium or High Severity \geq 30%	Low Severity \geq 50% or Medium or High Severity \geq 30%	Resurface
	Low Severity < 50% or Medium or High Severity < 30%	Low Severity < 50% or Medium or High Severity < 30%	Chip Seal
\geq 70	N/A	N/A	Preventive Maintenance

Source: Kimley-Horn and Associates, Inc.

Recommended pavement improvements were determined based on the aforementioned decision matrix. The roadway segments recommended for resurfacing or chip sealing are displayed graphically in **Figure 19. Appendix E** provides more detailed information on each roadway segment in the Copper and Timber regions that is recommended for resurfacing or chip sealing.



Source: Kimley-Horn and Associates, Inc.

Figure 19 – Recommended Pavement Improvements

7.4 Bicycle and Pedestrian Facility Improvements

The adoption of complete streets policies and design concepts will help promote the implementation of additional bicycle and pedestrian facilities in Gila County. Recommended improvements to serve these non-vehicular modes of travel are discussed below. Where recommended bicycle and pedestrian improvements apply to the same roadway segments as recommended roadway improvements, the improvements should be constructed at the same time if cost-effective to do so.

7.4.1 Recommended Bicycle Improvements

Roadways recommended for shoulder improvements to provide a designated area for bicycle travel are summarized in **Table 32**. These improvement projects are recommended based on the needs identified in this study and projects already identified in the Gila County five-year CIP. These bicycle improvements will provide connections to activity centers, such as residential areas and schools, and in the case of US 60, Main Street, Russell Road, and Golden Hills Road, will provide a bicycle loop system when implemented.

7.4.2 Recommended Pedestrian Improvements

The pedestrian improvements shown in **Table 33** are recommended based on the needs identified in this study and projects already identified in the Gila County five-year CIP or programmed through the ADOT Transportation Enhancement program. These projects include new sidewalks, pedestrian rest shelters, and a potential shared use path, and provide connectivity to existing pedestrian facilities. Any new sidewalk facilities that are constructed should comply with the latest Americans with Disabilities Act (ADA) requirements. It should be noted that Gila County does not currently own or maintain trails. Trails outside of the Payson town limits are within the Tonto National Forest and as such are the responsibility of USFS.

7.5 Recommended Transportation Finance Strategies

To be able to fund the recommended improvements, Gila County will need to utilize existing revenue sources as well as identify new potential funding sources. Recommended transportation finance strategies include:

- Support extension of the transportation excise tax;
- Identify other potential funding sources such as local/regional taxes and federal funding programs;
- Integrate this study's near-term recommended improvements into the next iteration of the Gila County five-year CIP;
- Develop various funding scenarios showing what can be funded depending on various levels of anticipated revenues; and
- Continue to coordinate with ADOT regarding funding for widening SR 260: Lion Springs section.

Table 32 – Recommended Bicycle Facility Improvements

Project Location	Improvement Description	Comments
Christopher Creek Loop: SR 260 to SR 260	Restripe to add paved shoulder	Identified need in this study Provides shoulders on this recreational route
Russell Road: Hospital Drive to Golden Hill Road	Add paved shoulder	Identified need in this study Provides continuity between US 60 and Golden Hill Rd
Old Oak Street: Locomotive Drive to US 60	Add paved shoulder	Identified need in this study Connects US 60 to residential and school areas
Six Shooter Canyon Road: Cherokee Road to Icehouse Canyon Road	Add paved shoulder	Identified need in this study Provides a designated space for bicyclists/pedestrians on this narrow, higher-volume roadway
Fossil Creek Road: Rimwood Road to SR 87	Add paved shoulder	Identified need in this study Provides a designated space for bicyclists/pedestrians on this narrow, higher-volume roadway
Golden Hill Road: Russell Road to Main Street	Add paved shoulder	Identified need in this study Establishes a “loop” connecting US 60, Main St, Golden Hill Rd, and Russell Rd
Houston Mesa Road: SR 87 to Control Road	Add paved shoulder or shared use path	Identified need in this study Provides a designated space for bicyclists/pedestrians on this narrow, higher-volume roadway
Jesse Hayes Road: Beer Tree Crossing to Oil Circle Road	Add paved shoulder	Identified need in this study Provides a designated space for bicyclists/pedestrians on this narrow, higher-volume roadway
Main Street: Golden Hill Road to Short Avenue	Add paved shoulder	Identified need in this study Establishes a “loop” connecting US 60, Main St, Golden Hill Rd, and Russell Rd

Source: Kimley-Horn and Associates, Inc.

Table 33 – Recommended Pedestrian Facility Improvements

Project Location	Improvement Description	Comments
Six Shooter Canyon Road: Cherokee Road to Remington Road	Add sidewalks	Programmed Transportation Enhancement project in County 5-year plan Connects to existing sidewalk
Pine-Strawberry area	Add pedestrian rest shelters	Programmed Transportation Enhancement project in County 5-year plan Provides pedestrian refuge areas
Main Street: Golden Hill Road to US 60	Add sidewalks	Programmed Transportation Enhancement project in County 5-year plan Connects to existing sidewalk
Jesse Hayes Road: Beer Tree Crossing to Oil Circle Road	Add sidewalks	Identified need in this study Connects to existing sidewalk
Russell Road: US 60 to Golden Hill Road	Add sidewalks	Identified need in this study Connects to programmed Transportation Enhancement project
Golden Hill Road: Russell Road to Main Street	Add shared use path or sidewalks	Identified need in this study Connects to programmed Transportation Enhancement project
Old Oak Street: US 60 to Railroad Avenue, Railroad Avenue to Maple Street	Add sidewalks	Identified need in this study Connects US 60 sidewalks to schools
Broadway Street: Existing sidewalk to Old Oak Street	Add sidewalks	Identified need in this study Connects Broadway Street sidewalks to schools

Source: Kimley-Horn and Associates, Inc.

8 EVALUATION CRITERIA AND PRIORITIZATION

Evaluation criteria are factors that are considered in the analysis of a proposed improvement project to identify potential benefits, impacts, and constraints as input to the prioritization of improvement projects. The criteria are not all quantifiable; some are purely qualitative. More detailed analysis of evaluation criteria will be required during project scoping, design concept development, and the design phase of an improvement project. The following is a description of the evaluation criteria used in this study to prioritize capital and pavement improvements.

8.1 Prioritization of Recommended Capital Improvements

Capital improvement project recommendations are based on an assessment of need. Prioritization of those projects reflects the degree to which the projects meet the following evaluation criteria:

- Already programmed or designed;
- Promotes safety;
- Preserves existing infrastructure;
- Improves system continuity and efficiency;
- Encourages multimodal travel;
- Improves air quality;
- Design is not overly complex; and
- Functionally classified as a collector or arterial.

These criteria were used to assist in prioritizing the recommended projects. A brief description of these criteria is provided below:

Already programmed or designed

This criterion assesses if the recommended improvement project is already programmed in a document such as the Gila County 5-year CIP or is already designed or under design. This criterion recognizes where effort has already been completed or is underway and where agency support for the project already exists.

Promotes safety

This criterion assesses the impact the recommended improvement project is expected to have on safety. Factors considered include improving locations with identified safety issues or upgrading facilities to meet current design standards.

Preserves existing infrastructure

This criterion assesses whether the recommended improvement project will preserve existing infrastructure by extending its useful life, thereby protecting existing investments.

Improves system continuity and efficiency

This criterion assesses the impact the recommended improvement project is expected to have on system continuity and efficiency. System continuity can be improved by eliminating gaps that may exist in the current system. Efficiency can be improved by reducing travel time through actions such as paving unpaved roadways or providing more direct or redundant connections between points.

Encourages multimodal travel

This criterion assesses whether the recommended improvement project encourages multiple modes of travel by providing transit, bicycle, or pedestrian facilities.

Improves air quality

This criterion assesses whether the recommended improvement project has the potential to improve air quality, particularly particulate matter (dust), through actions such as paving unpaved facilities, reducing congestion or travel time, or reducing automobile travel demand.

Design is not overly complex

This criterion assesses how complex the engineering design of the recommended improvement project is anticipated to be. Complex engineering issues could include bridges, drainage, terrain, utilities, environmental resources, institutional issues, and right-of-way considerations. More complex projects typically require more time, effort, and funding than less complex projects.

Functionally classified as a collector or arterial

This criterion considers whether the recommended improvement project is on a roadway functionally classified as a collector or arterial as these facilities have been identified as critical components of the roadway network.

Table 34 summarizes the degree to which each recommended capital improvement project addresses the evaluation criteria and provides a suggested prioritization timeframe. For those criteria with gradations of compliance, more check-marks indicate a higher degree of compliance.

The prioritized projects were grouped into the following timeframes based on fiscal years:

- Near-term: FY2015-FY2019;
- Mid-term: FY2020-FY2024; and
- Long-term: FY2025-FY2034.

The improvement projects in **Table 34** are sorted in priority order by timeframe within each improvement type.

Table 34 – Capital Improvement Project Prioritization

Project Name	Project Type	Project Evaluation Criteria								Prioritization Timeframe
		Already Programmed or Designed	Promotes Safety	Preserves Existing Infrastructure	Improves System Continuity and Efficiency	Encourages Multimodal Travel	Improves Air Quality	Design is not Overly Complex	Functionally Classified as a Collector or Arterial	
Roadway Improvements - Paving Existing Unpaved Roadways										
Colcord Rd (FS291): end of pavement for 1.3 miles	Paving	√	√	√√√	√√	√	√√	√	√	2014: Prior to Near-term
Mesa Del Caballo Subdivision: multiple roadways	Paving	√	√	√	√	√	√√	√		2014: Prior to Near-term
Pine Creek Canyon Dr: Pine Ln to campground entrance	Paving	√	√	√	√	√	√√	√		Near-term
Icehouse Canyon Rd: Six Shooter Canyon Rd to end of pavement	Paving	√	√	√	√	√	√√	√		Near-term
Control Rd (FS 64): Houston Mesa Rd to FS 144	Paving and reconstruction		√	√√√	√√√	√	√√√		√	Mid-term
Young Rd (FS 512): Colcord Rd to FS 128	Paving		√	√√√	√√√	√	√√√		√	Mid-term
Young Rd (FS 512): FS 128 to FS 101	Paving		√√√	√√	√√√	√	√√√		√	Long-term
Control Rd (FS 64): FS 144 to 2 miles west of SR 260	Paving and reconstruction		√	√√	√√√	√	√√√		√	Long-term
Young Rd (FS 512): FS 101 to Crouch Mesa Rd (FS 116)	Paving		√	√	√√√	√	√√√		√	Long-term
Control Rd (FS 64): SR 87 to Houston Mesa Rd	Paving and reconstruction		√	√	√√√	√	√√√		√	Long-term

Table 34 – Capital Improvement Project Prioritization (continued)

Project Name	Project Type	Project Evaluation Criteria								Prioritization Timeframe
		Already Programmed or Designed	Promotes Safety	Preserves Existing Infrastructure	Improves System Continuity and Efficiency	Encourages Multimodal Travel	Improves Air Quality	Design is not Overly Complex	Functionally Classified as a Collector or Arterial	
Roadway Improvements – Bridges										
Oak Creek Bridge	New construction	√√√	√√√		√√√	√	√		√	2014: Prior to Near-term
Tonto Creek Bridge	New construction	√√√	√√√		√√√	√	√		√	Near-term, mid-term, long-term
Bridge Load Rating Study	Study	√	√	√				√√		Near-term
Rim Trail Bridge	Replacement	√	√√					√		Near-term
Bloody Tanks Wash Bridge	Replacement		√√					√		Near-term
Tonto Village Bridge	Replacement		√√					√		Near-term
Icehouse Canyon Bridge 1	Rehabilitation		√	√				√	√	Mid-term
Icehouse Canyon Bridge 2	Rehabilitation		√	√				√	√	Mid-term
Christopher Creek Bridge	Rehabilitation		√	√				√		Mid-term
Pinal Creek Bridge	Rehabilitation		√	√				√		Mid-term
Pinal Creek Reinforced Concrete Box Culvert	Rehabilitation		√	√				√		Mid-term
Roadway Improvements – Other										
SR 260: Lion Springs Section	Widen to 4-lane highway	√√	√√√		√	√	√		√	Near-term
Cemetery Rd: SR 87 to end of pavement	Paving and reconstruction	√	√	√	√	√	√√	√		Near-term

Table 34 – Capital Improvement Project Prioritization (continued)

Project Name	Project Type	Project Evaluation Criteria								Prioritization Timeframe
		Already Programmed or Designed	Promotes Safety	Preserves Existing Infrastructure	Improves System Continuity and Efficiency	Encourages Multimodal Travel	Improves Air Quality	Design is not Overly Complex	Functionally Classified as a Collector or Arterial	
Roadway Improvements – Other (continued)										
Monroe St Reconstruction: 7 th St to Gila County Courthouse	Roadway realignment	√	√		√			√		Near-term
Safety Improvements										
Broadway St/El Camino St RSA	Modifications	√	√√√					√		Near-term
Houston Mesa Rd RSA	Modifications		√√√					√	√	Near-term
Russell Rd (FS 55) RSA	Modifications		√√√					√	√	Near-term
Young Rd (FS 512) RSA	Modifications		√√√					√	√	Near-term
Driver Education / Enforcement Campaign	Outreach		√					√√		Near-term
Bicycle Facility Improvements										
Houston Mesa Rd: SR 87 to Control Rd	Add paved shoulder or shared use path		√√√		√	√√√	√	√	√	Near-term
Christopher Creek Loop: SR 260 to SR 260	Add paved shoulder		√		√	√√	√	√√√		Near-term
Six Shooter Canyon Rd: Cherokee Rd to Icehouse Canyon Rd	Add paved shoulder		√		√	√√	√	√	√	Mid-term
Jesse Hayes Rd: Beer Tree Crossing to Oil Circle Rd	Add paved shoulder		√		√	√√	√	√	√	Mid-term

Table 34 – Capital Improvement Project Prioritization (continued)

Project Name	Project Type	Project Evaluation Criteria								Prioritization Timeframe
		Already Programmed or Designed	Promotes Safety	Preserves Existing Infrastructure	Improves System Continuity and Efficiency	Encourages Multimodal Travel	Improves Air Quality	Design is not Overly Complex	Functionally Classified as a Collector or Arterial	
Bicycle Facility Improvements (continued)										
Fossil Creek Rd: Rimwood Rd to SR 87	Add paved shoulder		√		√	√√	√	√	√	Mid-term
Russell Rd: Hospital Dr to Golden Hill Rd	Add paved shoulder		√		√	√√	√	√	√	Long-term
Main St: Golden Hill Rd to Short Ave	Add paved shoulder		√		√	√√	√	√	√	Long-term
Golden Hill Rd: Russell Rd to Main St	Add paved shoulder		√		√	√√	√	√		Long-term
Old Oak St: Locomotive Dr to US 60	Add paved shoulder		√		√	√√	√	√		Long-term
Pedestrian Facility Improvements										
Six Shooter Canyon Rd: Cherokee Rd to Remington Rd	Add sidewalks	√	√		√	√√	√	√	√	2014: Prior to Near-term
Main St: Golden Hill Rd to US 60	Add sidewalks	√	√		√	√√	√	√		2014: Prior to Near-term
Pine-Strawberry area	Add pedestrian rest shelters	√	√			√√	√	√		2014: Prior to Near-term
Jesse Hayes Rd: Beer Tree Crossing to Oil Circle Rd	Add sidewalks		√		√	√√	√	√	√	Mid-term
Russell Rd: US 60 to Golden Hill Rd	Add sidewalks		√		√	√√	√	√	√	Long-term

Table 34 – Capital Improvement Project Prioritization (continued)

Project Name	Project Type	Project Evaluation Criteria								Prioritization Timeframe
		Already Programmed or Designed	Promotes Safety	Preserves Existing Infrastructure	Improves System Continuity and Efficiency	Encourages Multimodal Travel	Improves Air Quality	Design is not Overly Complex	Functionally Classified as a Collector or Arterial	
Pedestrian Facility Improvements (continued)										
Golden Hill Rd: Russell Rd to Main St	Add shared use path or sidewalks		√		√	√√	√	√		Long-term
Broadway St: Existing sidewalk to Old Oak St	Add sidewalks		√		√	√√	√	√		Long-term
Old Oak St: US 60 to Railroad Ave, Railroad Ave to Maple St	Add sidewalks		√		√	√√	√	√		Long-term

Source: Kimley-Horn and Associates, Inc.

8.2 Prioritization of Recommended Pavement Improvements

To provide the framework necessary to make informed decisions regarding pavement improvement priorities, a set of prioritization criteria was developed. The primary factors considered in the development of the prioritization criteria were functional classification, overall pavement condition rating, and the type, severity, and amount of load-related distress observed (measured as a percentage of the overall area experiencing the distress).

Per input from the TAC, functional classification was an important factor in prioritization as resources should be focused on maintaining those roadways identified as collectors or arterials. To that end, those roadway segments classified as collectors or arterials were evaluated separately from the remaining roadways and given a higher priority for maintenance and rehabilitation. The overall pavement condition rating was also an important factor in determining priorities for pavement improvements. The third factor was the quantity (percentage of area) and severity of visually observed load-related distresses, specifically alligator cracking and rutting.

Nine pavement improvement categories were developed consisting of “Resurface – Priority #1” through “Resurface – Priority #4”, “Chip Seal – Priority #1” through “Chip Seal – Priority #4”, and “Preventive Maintenance”. Resurface improvements refer to an asphalt pavement overlay and are for those segments with low overall pavement condition ratings or high degrees of load-related distresses. Chip seal improvements are for those segments with moderate overall pavement condition ratings or moderate degrees of load-related distresses. Preventive maintenance improvements such as crack sealing, fog sealing, and asphalt patching are for those segments with high overall pavement condition ratings or low degrees of load-related distresses. **Table 35** summarizes the prioritization criteria for the functionally classified collectors and arterials while **Table 36** summarizes the prioritization criteria for all other types of roadways.

Roadway segments with a priority of “Resurface – Priority #1”, “Resurface – Priority #2”, and “Chip Seal – Priority #1” have been assigned to the near-term implementation timeframe.

Roadway segments with a priority of “Resurface – Priority #3”, “Resurface – Priority #4”, “Chip Seal – Priority #2”, “Chip Seal – Priority #3”, and “Chip Seal – Priority #4” have been assigned to the mid-term implementation timeframe.

Roadways with a priority of “Preventive Maintenance” are not assigned to a specific implementation timeframe – rather, preventive maintenance on these segments should be conducted at regular intervals or as needed to address specific issues that arise. It is anticipated that some of the roadways with a priority of “Preventive Maintenance” that receive regular preventive maintenance treatment in the near-term and mid-term implementation timeframes will still likely need resurfacing or chip seal treatment in the long-term timeframe.

The locations of the recommended chip seal and resurfacing projects with their designated priorities are shown in **Figure 20**. Prioritizations and timeframes are shown in **Table 37** for the Timber and Copper regions, along with estimated costs based on Gila County unit cost data, and in **Table 38** and **Table 39** for the various communities within the Copper and Timber regions, respectively. Detailed chip seal and resurfacing pavement improvement and prioritization information by individual roadway segment is provided in **Appendix E**.

Table 35 – Pavement Maintenance Prioritization Criteria for Arterials and Collectors

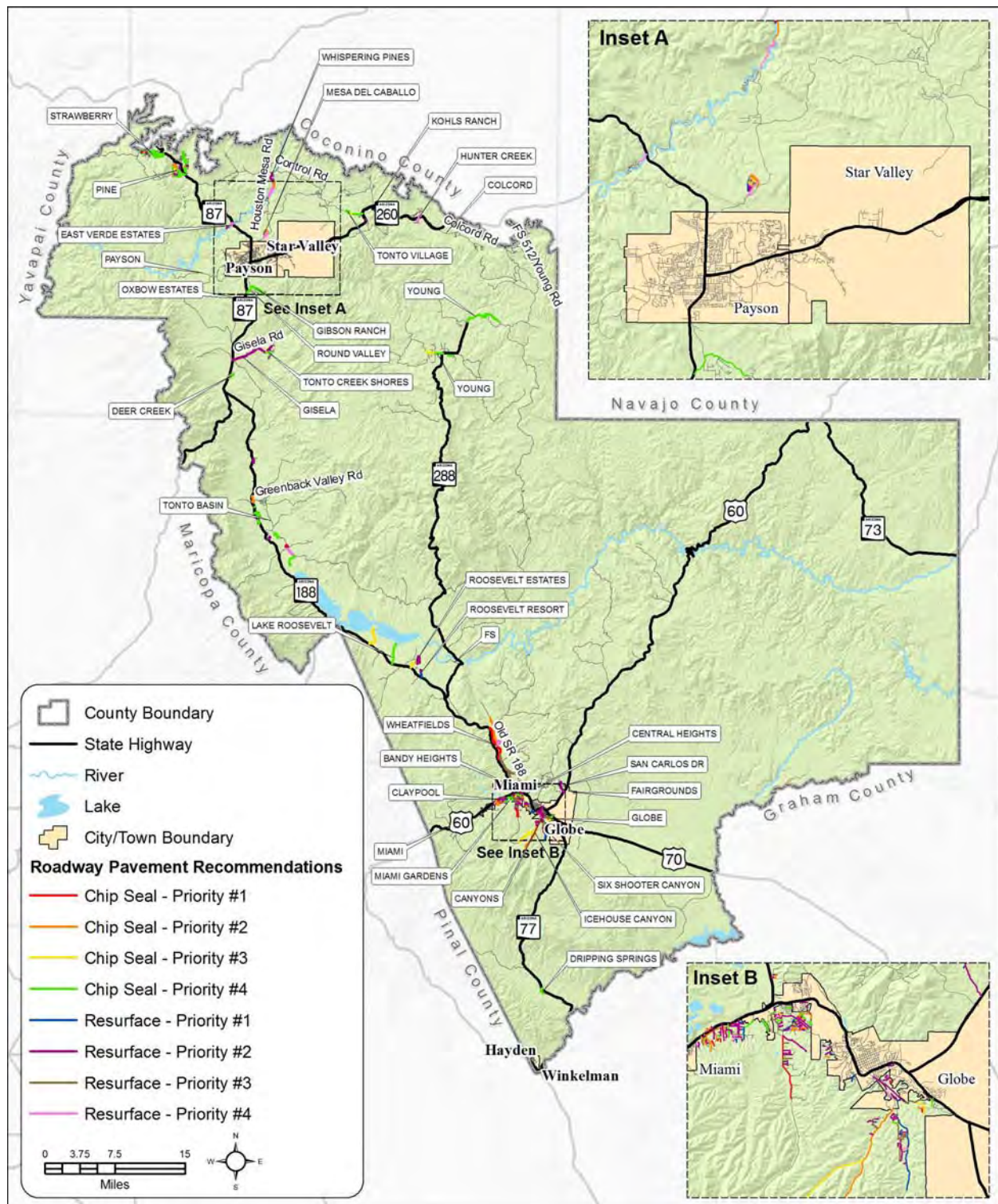
Overall Pavement Condition Rating	Load-Related Pavement Distress Present		Maintenance Action and Priority
	<i>Degree of Severity and Percentage of Area Exhibiting Alligator Cracking</i>	<i>Degree of Severity and Percentage of Area Exhibiting Rutting</i>	
0-30	N/A	N/A	Resurface - Priority #1
31-70	Low Severity \geq 50% or Medium or High Severity \geq 30%	Low Severity \geq 50% or Medium or High Severity \geq 30%	Resurface - Priority #1
	Low Severity < 50% or Medium or High Severity < 30%	Low Severity < 50% or Medium or High Severity < 30%	Chip Seal - Priority #1
\geq 70	N/A	N/A	Preventive Maintenance

Source: Kimley-Horn and Associates, Inc.

Table 36 – Pavement Maintenance Prioritization Criteria for All Other Roadways

Overall Pavement Condition Rating	Load-Related Distress Present		Maintenance Action and Priority
	<i>Degree of Severity and Percentage of Area Exhibiting Alligator Cracking</i>	<i>Degree of Severity and Percentage of Area Exhibiting Rutting</i>	
0-30	N/A	N/A	Resurface - Priority #2
31-60	Any Severity \geq 50%	Any Severity \geq 50%	Resurface - Priority #3
	Medium or High Severity \geq 30%	Medium or High Severity \geq 30%	Resurface - Priority #4
	Low Severity \geq 30%	Low Severity \geq 30%	Chip Seal - Priority #2
31-50	Medium or High Severity < 30%	Medium or High Severity < 30%	Chip Seal - Priority #2
51-70	Medium Severity < 30%	Medium Severity < 30%	Chip Seal - Priority #3
31-70	Low Severity < 30% or no Severity	Low Severity < 30% or no Severity	Chip Seal - Priority #4
\geq 70	N/A	N/A	Preventive Maintenance

Source: Kimley-Horn and Associates, Inc.



Source: Kimley-Horn and Associates, Inc.

Figure 20 – Recommended Pavement Maintenance Improvement Priorities

Table 37 – Recommended Pavement Maintenance Improvement Priorities by Region

Pavement Improvement Type and Priority	Timber Region		Copper Region		Total for Gila County	
	<i>Miles</i>	<i>Estimated Cost</i>	<i>Miles</i>	<i>Estimated Cost</i>	<i>Miles</i>	<i>Estimated Cost</i>
Near-term						
Resurface – Priority #1	0.67	\$280,000	4.49	\$1,865,000	5.16	\$2,145,000
Resurface – Priority #2	9.67	\$4,020,000	18.90	\$7,860,000	28.57	\$11,880,000
Chip seal – Priority #1	0.17	\$5,000	6.02	\$220,000	6.19	\$225,000
<i>Near-term Subtotal</i>	<i>10.51</i>	<i>\$4,305,000</i>	<i>29.41</i>	<i>\$9,945,000</i>	<i>39.92</i>	<i>\$14,250,000</i>
Mid-term						
Resurface – Priority #3	0.00	\$0	7.69	\$3,195,000	7.69	\$3,195,000
Resurface – Priority #4	6.26	\$2,600,000	1.85	\$770,000	8.11	\$3,370,000
Chip seal – Priority #2	4.06	\$150,000	9.80	\$360,000	13.86	\$510,000
Chip seal – Priority #3	2.13	\$80,000	6.13	\$225,000	8.26	\$305,000
Chip seal – Priority #4	26.21	\$960,000	4.46	\$160,000	30.67	\$1,120,000
<i>Mid-term Subtotal</i>	<i>38.66</i>	<i>\$3,790,000</i>	<i>29.93</i>	<i>\$4,710,000</i>	<i>68.59</i>	<i>\$8,500,000</i>
Long-term						
<i>Long-term Subtotal</i>	-	-	-	-	-	-
Total	49.17	\$8,095,000	59.34	\$14,655,000	108.51	\$22,750,000

Source: Kimley-Horn and Associates

Table 38 – Pavement Maintenance Improvements by Copper Region Community

Community	Approximate Mileage by Pavement Improvement Type and Priority								Total Mileage by Community	
	Asphalt Resurfacing				Chip Seal				Resurface	Chip Seal
	Priority #1	Priority #2	Priority #3	Priority #4	Priority #1	Priority #2	Priority #3	Priority #4		
Bandy Heights		0.18				0.18		0.10	0.18	0.28
Canyons	0.15	0.24							0.39	0.00
Central Heights	0.52	6.11	0.99	0.18	1.63	1.30	0.10	1.48	7.80	4.51
Claypool	0.67	4.59	0.41	0.44	0.37	1.90		1.10	6.11	3.37
Dripping Springs								0.75	0.00	0.75
Fairgrounds									0.00	0.00
FS									0.00	0.00
Globe	0.29	2.02	0.48	0.26	0.18	0.28	0.49	0.22	3.05	1.17
Icehouse Canyon	0.07	0.31	0.41			3.20	2.09		0.79	5.29
Lake Roosevelt							2.38	0.01	0.00	2.39
Miami		0.11							0.11	0.00
Miami Gardens								0.51	0.00	0.51
Roosevelt Estates		2.23					1.07		2.23	1.07
Roosevelt Resort	0.86	0.22							1.08	0.00
San Carlos Dr.	0.15	1.41							1.56	0.00
Six Shooter Canyon	1.57	1.39	1.96	0.33				0.27	5.25	0.27
Wheatfields	0.21	0.09	3.44	0.64	3.84	2.94		0.02	4.38	6.80
Total	4.49	18.90	7.69	1.85	6.02	9.80	6.13	4.46	32.93	26.41

Source: Kimley-Horn and Associates

Table 39 – Pavement Maintenance Improvements by Timber Region Community

Community	Approximate Mileage by Pavement Improvement Type and Priority								Total Mileage by Community	
	Asphalt Resurfacing				Chip Seal					
	Priority #1	Priority #2	Priority #3	Priority #4	Priority #1	Priority #2	Priority #3	Priority #4	Resurface	Chip Seal
Bear Flats									0.00	0.00
Christopher Creek									0.00	0.00
Colcord									0.00	0.00
Deer Creek		0.04		1.18		0.15		0.36	1.22	0.51
East Verde Estates		0.03		0.42					0.45	0.00
Gibson Ranch								2.56	0.00	2.56
Gisela		5.23							5.23	0.00
Hunter Creek				0.78					0.78	0.00
Kohls Ranch									0.00	0.00
Lake Roosevelt								0.73	0.00	0.73
Mesa Del Caballo	0.67	1.84		3.67		1.57	0.46	0.14	4.95	2.17
Oxbow Estates									0.00	0.00
Payson									0.00	0.00
Pine		0.51		0.32		1.25	0.07	5.73	0.83	7.05
Round Valley									0.00	0.00
Strawberry		0.40				0.23		5.27	0.40	5.50
Tonto Basin		1.62		1.12	0.17	0.86	0.08	4.50	2.74	5.61
Tonto Creek Shores								0.52	0.00	0.52
Tonto Village							0.50	0.60	0.00	1.10
Whispering Pines									0.00	0.00
Young							1.02	5.80	0.00	6.82
Total	0.67	9.67	0.00	6.26	0.17	4.06	2.13	26.21	16.60	32.57

Source: Kimley-Horn and Associates

9 PLAN FOR IMPROVEMENTS

9.1 Implementation Plan

An implementation plan has been developed to group the recommended improvements into near-term (0-5 years), mid-term (6-10 years), and long-term (11-20 years) timeframes based on the aforementioned prioritization process for capital and pavement maintenance improvement projects. Implementation timeframes are based on fiscal years. The actual phasing of implementation of the recommended improvements will be determined by a variety of factors, including funding availability, development activity, traffic patterns, and private participation. The need for improvements should be re-evaluated each year as part of Gila County's budget processes or as needed if conditions and travel patterns change significantly.

Table 40, Table 41, and Table 42 present the implementation plan, split into near-term (FY2015-FY2019), mid-term (FY2020-2024), and long-term (FY2025-2034) timeframes. These tables include project cost estimates. Project cost estimates include, where applicable, planning-level construction costs (based on recent bid prices on similar types of projects) as well as "soft" costs such as planning, design, construction engineering, and contingency costs. Right-of-way costs are not included in the estimates. All cost estimates are in 2013 dollars, do not account for inflation, and are rounded to the nearest \$5,000.

For recommended improvement projects that already had developed cost estimates from other documents, those cost estimates were utilized in this study to maintain consistency. For recommended improvement projects that did not have developed cost estimates, planning-level cost estimates were developed based on the following construction unit costs and soft cost factor:

- Paving and reconstructing unpaved 24-foot roadway: \$200 per lineal foot;
- Bridge replacement: \$180 per square foot plus \$25,000 for removal of existing bridge;
- Bridge rehabilitation: Varies from \$10,000 to \$35,000 depending on extents;
- Safety improvements: Varies depending on extents and RSA findings;
- Restripe to add paved shoulder on both sides of roadway: \$2.09 per lineal foot;
- Add paved shoulder on both sides of roadway: \$85 per lineal foot;
- Add 5-foot sidewalk or path on one side of roadway: \$30 per lineal foot;
- Chip seal paved 24-foot roadway: \$0.17 per square foot;
- Resurface paved 24-foot roadway with 2-inch asphalt overlay: \$1.88 per square foot; and
- Soft costs (e.g., planning, design, construction engineering, contingency) factor: 1.75.

To be conservative, the cost estimates developed as part of this study assume federal funding will be utilized in case federally funded grants can be obtained. The exception to this assumption is that the cost estimates developed for the pavement maintenance improvement projects (i.e., chip seal, resurface, and miscellaneous preventive maintenance and equipment) assume Gila County funding will be utilized as pavement maintenance activities have historically been funded by Gila County.

The total cost estimate for the implementation plan is:

- Near-term (FY2015-FY2019) improvement projects: \$32.8 million;
- Mid-term (FY2020-FY2024) improvement projects: \$41.9 million;
- Long-term (FY2025-FY2034) improvement projects: \$91.5 million; and
- Total implementation plan cost: \$166.2 million.

Table 40 – Recommended Near-term Improvement Projects

Project Name	Project Type	Project Cost Estimate
<i>Roadway Improvements - Paving and Improving Existing Unpaved Roadways</i>		
Pine Creek Canyon Dr: Pine Ln to campground entrance	Paving	\$1,550,000
Icehouse Canyon Rd: Six Shooter Canyon Rd to end of pavement	Paving	\$300,000
<i>Roadway Improvements - Bridges</i>		
Tonto Creek Bridge (assumed \$100k per year of total \$1.14M for 5.7% share of \$20M total cost)	New construction	\$500,000
Bridge Load Rating Study	Study	\$100,000
Rim Trail Bridge	Replacement	\$195,000
Bloody Tanks Wash Bridge	Replacement	\$205,000
Tonto Village Bridge	Replacement	\$265,000
<i>Roadway Improvements - Other</i>		
SR 260: Lion Springs Section (Gila County contribution)	Widen to 4-lane highway	\$2,200,000
Cemetery Rd: SR 87 to end of pavement	Paving and reconstruction	\$150,000
Monroe St. Reconstruction: 7th St to Gila County Courthouse	Roadway realignment	\$890,000
<i>Safety Improvements</i>		
Broadway St/EI Camino St Intersection RSA	Modifications per RSA	\$100,000
Houston Mesa Rd RSA – 9.64-mile segment from SR 87 to Control Rd	Modifications per RSA	\$250,000
Russell Rd (FS 55) RSA – 5.5-mile segment from Roberts Dr to Kellner Canyon Rd	Modifications per RSA	\$200,000
Young Rd (FS 512) RSA – 0.7-mile segment east of FS 202	Modifications per RSA	\$150,000
Driver Education Campaign	Outreach	\$25,000
<i>Bicycle Facility Improvements</i>		
Houston Mesa Rd: SR 87 to Control Rd	Add paved shoulder or shared use path	\$160,000
Christopher Creek Loop: SR 260 to SR 260	Add paved shoulder	\$45,000
<i>Pavement Maintenance Improvements</i>		
Chip seal projects	Chip seal - Priority #1	\$225,000
Resurface projects	Resurface - Priority #1 and #2	\$14,025,000
Miscellaneous preventive maintenance and equipment	Assumes \$2.25M per year	\$11,250,000
Total Near-term (FY2015-FY2019) Improvement Costs		\$32,785,000

Source: Kimley-Horn and Associates, Inc.

Table 41 – Recommended Mid-term Improvement Projects

Project Name	Project Type	Project Cost Estimate
<i>Roadway Improvements - Paving and Improving Existing Unpaved Roadways</i>		
Control Rd (FS 64): Houston Mesa Rd to FS 144	Paving and reconstruction	\$8,970,000
Young Rd (FS 512): Colcord Rd to FS 128	Paving	\$10,230,000
<i>Roadway Improvements - Bridges</i>		
Icehouse Canyon Bridge 1	Rehabilitation	\$20,000
Icehouse Canyon Bridge 2	Rehabilitation	\$65,000
Christopher Creek Bridge	Rehabilitation	\$20,000
Pinal Creek Bridge	Rehabilitation	\$45,000
Pinal Creek Reinforced Concrete Box Culvert	Rehabilitation	\$20,000
Tonto Creek Bridge (assumed \$100k per year of total \$1.14M for 5.7% share of \$20M total cost)	New construction	\$500,000
<i>Bicycle Facility Improvements</i>		
Six Shooter Canyon Rd: Cherokee Rd to Icehouse Canyon Rd	Add paved shoulder	\$335,000
Jesse Hayes Rd: Beer Tree Crossing to Oil Circle Rd	Add paved shoulder	\$1,245,000
Fossil Creek Rd: Rimwood Rd to SR 87	Add paved shoulder	\$595,000
<i>Pedestrian Facility Improvements</i>		
Jesse Hayes Rd: Beer Tree Crossing to Oil Circle Rd	Add sidewalks	\$105,000
<i>Pavement Maintenance Improvements</i>		
Chip seal projects	Chip seal - Priority #2, #3, and #4	\$1,935,000
Resurface projects	Resurface - Priority #3 and #4	\$6,565,000
Miscellaneous preventive maintenance and equipment	Assumes \$2.25M per year	\$11,250,000
Total Mid-term (FY2020-FY2024) Improvement Project Costs		\$41,900,000

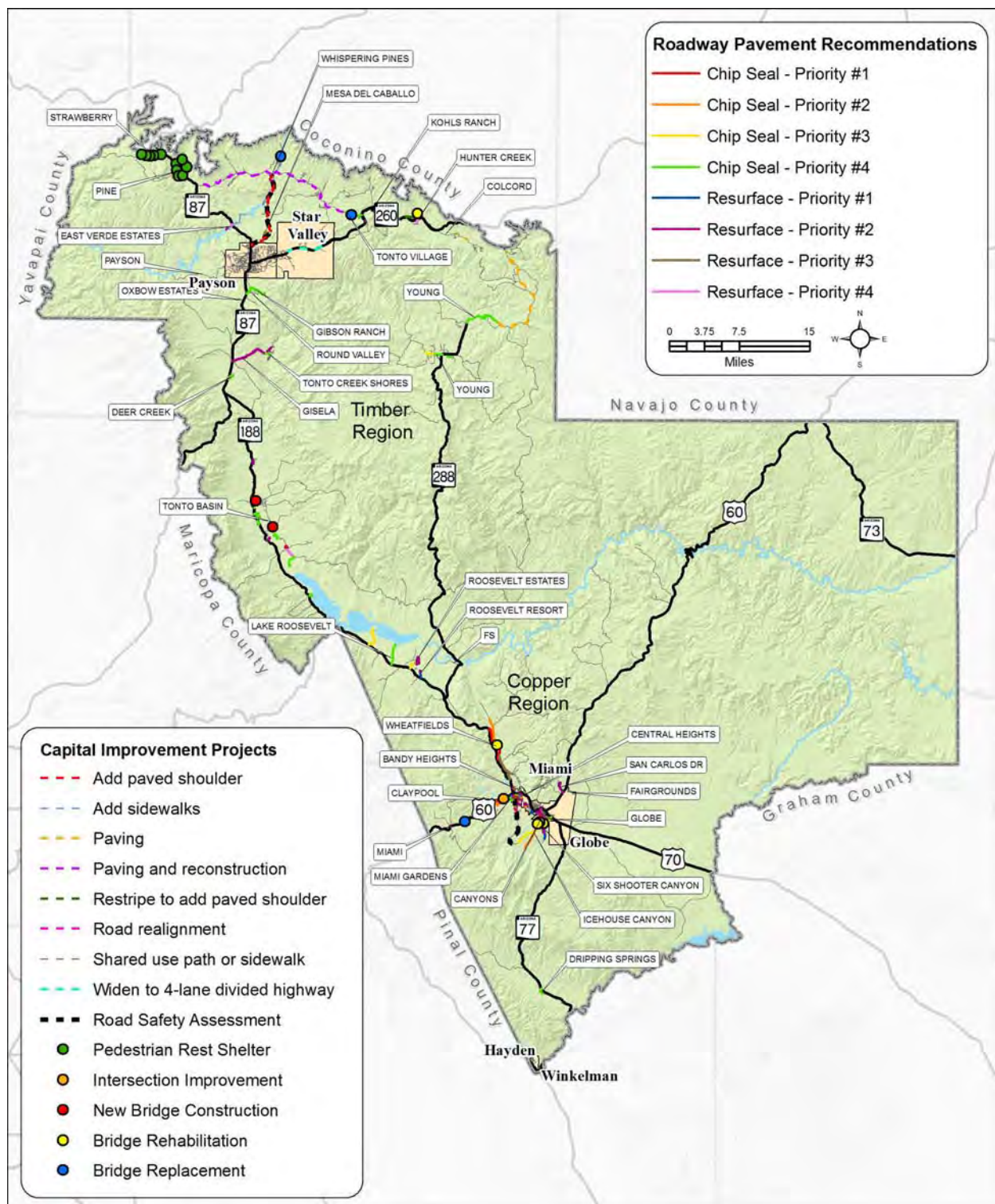
Source: Kimley-Horn and Associates, Inc.

Table 42 – Recommended Long-term Improvement Projects

Project Name	Project Type	Project Cost Estimate
<i>Roadway Improvements - Paving and Improving Existing Unpaved Roadways</i>		
Young Rd (FS 512): FS 128 to FS 101	Paving	\$8,140,000
Control Rd (FS 64): FS 144 to 2 miles west of SR 260	Paving and reconstruction	\$11,930,000
Young Rd (FS 512): FS 101 to Crouch Mesa Rd (FS 116)	Paving	\$9,100,000
Control Road (FS 64): SR 87 to Houston Mesa Road	Paving and reconstruction	\$18,195,000
<i>Roadway Improvements - Bridges</i>		
Tonto Creek Bridge (assumed remaining \$140k of total \$1.14M for 5.7% share of \$20M total cost)	New construction	\$140,000
<i>Bicycle Facility Improvements</i>		
Russell Rd: Hospital Dr to Golden Hill Rd	Add paved shoulder	\$240,000
Main St: Golden Hill Rd to Short Ave	Add paved shoulder	\$280,000
Golden Hill Rd: Russell Rd to Main St	Add paved shoulder	\$450,000
Old Oak St: Locomotive Dr to US 60	Add paved shoulder	\$170,000
<i>Pedestrian Facility Improvements</i>		
Russell Rd: US 60 to Golden Hill Rd	Add sidewalks	\$100,000
Golden Hill Rd: Russell Rd to Main St	Add shared use path or sidewalks	\$170,000
Broadway St: Existing sidewalk to Old Oak St	Add sidewalks	\$55,000
Old Oak St: US 60 to Railroad Ave, Railroad Ave to Maple St	Add sidewalks	\$65,000
<i>Pavement Maintenance Improvements</i>		
Chip seal and resurface projects for roadways in good condition now that will need rehabilitation in 10-20 years	Assumes \$2.00M per year	\$20,000,000
Miscellaneous preventive maintenance and equipment	Assumes \$2.25M per year	\$22,500,000
Total Long-term (FY2025-FY2034) Improvement Project Costs		\$91,535,000

Source: Kimley-Horn and Associates, Inc.

The locations of the recommended improvement projects included in the implementation plan are shown in **Figure 21**. **Appendix F** contains a mapbook that provides more detailed maps showing the locations of the recommended improvement projects.



Source: Kimley-Horn and Associates, Inc.

Figure 21 – Recommended Improvement Projects in Implementation Plan

9.2 Existing Revenues Sources

9.2.1 Transportation Excise Tax Revenues

As described previously, the half-cent transportation excise tax has historically generated revenues of approximately \$3.0 million per year. The Gila County transportation excise tax program has a sunset date of December 31, 2014.

9.2.2 Highway User Revenue Fund (HURF) Revenues

As described previously, HURF revenues distributed to Gila County from the state gas tax and motor vehicle fees have historically been approximately \$3.3 million per year. Gila County staff anticipates future HURF revenue to increase at an estimated annual growth rate of approximately 1.0%.

9.2.3 Future Excise Tax Revenue Scenarios

Three scenarios were developed to assess potential future transportation project funding opportunities:

- *Scenario 1:* The transportation excise tax is extended for another 20 years and Gila County applies the full revenue amount to Gila County projects. HURF revenues continue as a funding source;
- *Scenario 2:* The transportation excise tax is extended for another 20 years and Gila County shares revenues with the other jurisdictions in Gila County. This scenario assumes that Gila County will get one-half of the transportation excise tax revenues of Scenario 1. HURF revenues continue as a funding source; and
- *Scenario 3:* The transportation excise tax is not extended and Gila County depends solely on HURF revenues for funding.

It is assumed that transportation excise tax and HURF revenues will grow 1.0% per year over the preceding year. This assumption provides the revenues shown in **Table 43** for FY 2015 through FY 2034, the analysis period for the Gila County Transportation Study. It should be noted that costs are not indexed to inflation and are based on today's dollars.

For the analysis period (FY 2015-2034), projected total revenues vary from approximately \$139.0 million to \$73.7 million, depending on whether the excise tax extension is approved by voters, and if approved, how the revenues would be distributed. The total cost of recommended improvement projects and corresponding projected revenue shortfall for each of the three revenue scenarios are also shown in **Table 43**.

Table 43 – Revenue Projections

Revenue Source	Scenario 1 Revenues (Excise Tax + HURF)	Scenario 2 Revenues (1/2 Excise Tax + HURF)	Scenario 3 Revenues (HURF Only)	Total Cost of Recommended Improvement Projects	Projected Revenue Shortfall
Near-term (FY2015-FY2019)				Near-term (FY2015-FY2019)	
Excise Tax Revenues	\$15,120,000	\$7,560,000	\$0	\$32,785,000	Scenario 1: \$585,000
HURF Revenues	\$17,080,000	\$17,080,000	\$17,080,000		Scenario 2: \$8,145,000
Total Near-term Revenues	\$32,200,000	\$24,640,000	\$17,080,000		Scenario 3: \$15,705,000
Mid-term (FY2020-FY2024)				Mid-term (FY2020-FY2024)	
Excise Tax Revenues	\$15,890,000	\$7,945,000	\$0	\$41,900,000	Scenario 1: \$8,060,000
HURF Revenues	\$17,950,000	\$17,950,000	\$17,950,000		Scenario 2: \$16,005,000
Total Mid-term Revenues	\$33,840,000	\$25,895,000	\$17,950,000		Scenario 3: \$23,950,000
Long-term (FY2025-FY2034)				Long-term (FY2025-FY2034)	
Excise Tax Revenues	\$34,240,000	\$17,120,000	\$0	\$91,535,000	Scenario 1: \$18,595,000
HURF Revenues	\$38,700,000	\$38,700,000	\$38,700,000		Scenario 2: \$35,715,000
Total Long-term Revenues	\$72,940,000	\$55,820,000	\$38,700,000		Scenario 3: \$52,835,000
Total (FY2015-FY2034)				Total (FY2015-FY2034)	
Total Revenues	\$138,980,000	\$106,355,000	\$73,730,000	Total Cost \$166,220,000	Total Revenue Shortfall Scenario 1: \$27,240,000 Scenario 2: \$59,865,000 Scenario 3: \$92,490,000

Source: Kimley-Horn and Associates, Inc.

9.3 Potential Revenue Sources

Based on revenue projections, Gila County will not have sufficient revenue to complete all of the recommended improvements in this study within the recommended timeframes. For the three aforementioned revenue scenarios, the projected total revenue shortfall for FY2015 through FY2034 is estimated to be approximately \$27.2 million with Scenario 1, \$59.9 million with Scenario 2, and \$92.5 million with Scenario 3. Additional revenue sources will be needed if all of the recommended improvements are to be constructed within the recommended timeframes.

Potential existing and new revenue sources include, but are not limited to:

- Bonds;
- General funds;
- Property tax;
- Sales or excise tax;
- Impact fees;
- Community facilities districts;
- Improvement districts;
- Community development block grant program (CDBG);
- Federal Emergency Management Agency (FEMA) grant program;
- Governor's Office of Highway Safety grant program; and
- Secure Rural School Program on Federal Lands grant program.

These potential revenue sources are described in more detail in **Table 44**.

Table 44 – Other Revenue Opportunities

Funding Source	Description
Bonds	Municipal bonds are securities that are issued for the purpose of financing the infrastructure needs of the issuing municipality. These needs vary greatly but can include schools, streets and highways, bridges, hospitals, public housing, sewer and water systems, power utilities, and various public projects. Municipal bonds may be general obligations of the issuer or secured by specified revenue.
General Funds	In public sector accounting, the primary or catchall fund of a government is called the general fund. It records all assets and liabilities of the entity that are not assigned to a special purpose fund. It provides the resources necessary to sustain the day-to-day activities and thus pays for all administrative and operating expenses. General funds generally receive revenue from sources such as state-shared income and sales taxes, local sales tax, and licensing fees.
Property Tax	A municipality or county can levy a property tax for general purposes or for a specific purpose that has a time limit or can extend until rescinded or revised. The property tax amount is based on a percentage of the assessed value of the property.
Sales Tax	A municipality or county can levy a sales tax for general purposes or for a specific purpose such as transportation, and it can have a time limit or can extend until rescinded or revised. A sales tax is charged at the point of purchase for certain goods and services. The tax amount is usually calculated by applying a percentage rate to the taxable price of a sale and adding the tax to the price at the point of sale.
Impact Fees	A fee imposed on property developers by municipalities for the new infrastructure that must be built or increased due to new property development. These fees are designed to offset the impact of the additional development and residents on the municipality's infrastructure and services.
Community Facilities Districts	The Arizona Community Facilities District Act addresses a critical issue for developers: the financing of increasingly costly infrastructure requirements without unduly burdening the developer. The law authorizes bonds to be issued and repaid with a mechanism that taxes (or assesses) only the lands directly benefiting from the new infrastructure. This allows community development which would otherwise be unfeasible due to the prohibitive costs. All community facilities districts are required to be included within an incorporated city or town.
Improvement Districts	An improvement district allows a local government agency to levy and collect special assessments on property that is within the boundaries of the improvement district for the purpose of making infrastructure improvements within the improvement district.

Table 44 – Other Revenue Opportunities (continued)

Funding Source	Description
Governor's Office of Highway Safety	The Arizona Governor's Office of Highway Safety (GOHS) is the focal point for highway safety issues in Arizona. Funding is available for issues considered high priorities at a statewide level. Projects typically funded include public education and awareness campaigns.
Community Development Block Grant Program (CDBG)	<p>The Arizona Department of Housing administers the federal CDBG program for non-entitlement areas (i.e., communities with a population below 50,000). Communities receiving CDBG funds from the State may use the funds for many kinds of community development activities including, but not limited to acquisition of property for public purposes; construction or reconstruction of streets, sidewalks, pathways, water and sewer facilities, neighborhood centers, recreation facilities, and other public works; public services; and planning activities.</p> <p>A local funding match is typically required. http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs</p>
Federal Emergency Management Agency (FEMA) Grant Program	<p>The Arizona Division of Emergency Management administers several FEMA pre-disaster and post-disaster grant programs. The goal of these programs is to prevent and mitigate hazards. Grant programs include the following:</p> <ul style="list-style-type: none"> • Pre-Disaster Mitigation Program; • Hazard Mitigation Grant Program; • Flood Mitigation Assistance Program; • Repetitive Flood Claims Program; and • Severe Repetitive Loss Program. <p>A local funding match is typically required. http://www.fema.gov/government/grant/index.shtml</p>
Secure Rural Schools Program on Federal Lands (SRS Act)	This federal program provides funding for schools and roadways in areas with a concentration of federal lands, makes investments in projects that enhance forest ecosystems, and improves cooperative relationships among those that use and care for federal lands. Title I of the SRS Act includes payments to states and counties containing federal land to help fund schools and roadways. Title II funds special projects on federal lands. Title III includes funds for counties for specific purposes. Title IV discusses miscellaneous provisions.

Source: Kimley-Horn and Associates, Inc., Gila County, ADOT, and FHWA

As described previously, another potential revenue source is the programs under MAP-21, the federal transportation legislation. Federal programs authorized under MAP-21 include STP, HSIP, Federal Lands Transportation and Access Programs, Tribal Transportation Program, RHC, TA Program, NHP Program, and other relevant programs. Federal funding for transportation improvements is available through these programs, subject to eligibility requirements and approval by ADOT and FHWA. Utilizing federal funds requires obtaining environmental, utility, and right-of-way clearances before proposed improvements can be implemented. The federal programs under MAP-21 are described in more detail in **Table 45**.

Table 45 – MAP-21 Federal Programs

Program Name	Description
National Highway Performance Program (NHPP)	Under MAP-21, the enhanced National Highway System (NHS) is composed of approximately 220,000 miles of rural and urban roadways serving major population centers, international border crossings, intermodal transportation facilities, and major travel destinations. It includes the Interstate System, all principal arterials (including some not previously designated as part of the NHS) and border crossings on those routes, highways that provide motor vehicle access between the NHS and major intermodal transportation facilities, and the network of highways important to U.S. strategic defense (STRAHNET) and its connectors to major military installations. MAP-21 establishes a performance basis for maintaining and improving the NHS.
Surface Transportation Program (STP)	MAP-21 continues the STP, providing an annual average of \$10 billion in flexible funding that may be used by States and localities for projects to preserve or improve conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for nonmotorized transportation, transit capital projects and public bus terminals and facilities.
Highway Safety Improvement Program (HSIP)	Safety throughout all transportation programs remains the number one priority. MAP-21 continues HSIP, with average annual funding of \$2.4 billion, including \$220 million per year for the Rail-Highway Crossings program. HSIP emphasizes a data-driven, strategic approach to improving highway safety on all public roadways that focuses on performance. The foundation for this approach is a safety data system, which each State is required to have to identify key safety problems, establish their relative severity, and then adopt strategic and performance-based goals to maximize safety.
Congestion Mitigation and Air Quality (CMAQ)	The CMAQ program provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act.
Transportation Alternatives (TA)	MAP-21 establishes a new program to provide for a variety of alternative transportation projects that were previously eligible activities under separately funded programs. Eligible activities include: -Transportation alternatives (new definition incorporates many transportation enhancement activities and several new activities) -Recreational trails program (program remains unchanged) -Safe routes to schools program -Planning, designing, or constructing roadways within the right-of way of former Interstate routes or other divided highways.
Federal Lands and Tribal Transportation Programs	MAP-21 creates a unified program for Federal lands transportation facilities, Federal lands access transportation and tribal facilities. The Federal Lands Transportation Program provides funding annually for projects that improve access within the Federal estate, such as national forests and national recreation areas, on infrastructure owned by the Federal government. This program combines the former Park Roads and Refuge Roads programs, and adds three new Federal land management agency (FLMA) partners. The Federal Lands Access Program provides funding annually for projects that improve access to Federal lands on infrastructure owned by States and local governments.
Emergency Relief	The Emergency Relief (ER) program assists Federal, State, tribal and local governments with the expense of repairing serious damage to Federal-aid, tribal, and Federal Lands highways resulting from natural disasters or catastrophic failures.
Workforce Development and DBE	MAP-21 continues current law goals for use of small business concerns owned and controlled by socially and economically disadvantaged individuals. On-the-Job Training and DBE Supportive Services programs are continued without change.
Bridge and Tunnel Inspection	To provide for continued improvement to bridge and tunnel conditions essential to protect the safety of the traveling public and allow for the efficient movement of people and goods on which the U.S. economy relies, MAP-21 requires inspection and inventory of highway bridges and tunnels on public roadways. No dedicated funds are provided for inspections, but it is an eligible use of NHPP, STP, HSIP, FHWA administrative, Tribal Transportation, and Research funds.
Projects of National and Regional Significance	MAP-21 authorizes funding in FY 2013 only, to fund critical high-cost surface transportation capital projects that will accomplish national goals. States, tribes, transit agencies, and multi-State or multi-jurisdictional groups of these entities are eligible to apply for competitive grant funding.

Source: FHWA, Kimley-Horn and Associates, Inc.

9.4 Title VI Impacts

The U.S. Department of Transportation regulations related to disadvantaged, or Title VI, populations (i.e., minority, low-income, and elderly populations) state that in determining the site or location of transportation facilities, selection cannot be made with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies. According to the regulations, a project using federal funds cannot be implemented that will cause disproportionately high and adverse impacts to disadvantaged populations.

The Gila County Transportation Study is a long-range multimodal planning study that addresses the transportation needs in the study area for the near-term, mid-term, and long-term transportation planning horizons. The recommended improvements are expected to improve the overall transportation system of the study area and benefit the study area as a whole. Recommended improvement projects were not selected based on the population that would be impacted, but rather were selected to address an identified transportation need. More detailed analysis will be needed for individual design projects that are federally-funded to ensure that there are no disproportionately high and adverse impacts to disadvantaged populations.

9.5 Recommended Next Steps

Recommended next steps include the following:

- Present the Gila County Transportation Study to the Gila County Board of Supervisors for approval;
- Support extension of the transportation excise tax and identify other potential funding sources such as local/regional taxes and federal funding programs;
- Develop various funding scenarios showing what can be funded depending on various levels of anticipated revenues;
- Continue to coordinate with ADOT regarding funding for widening SR 260: Lion Springs section;
- Integrate the implementation plan into the next update of the Gila County five-year CIP as available funding allows; and
- Coordinate the implementation of the Gila County Transportation Study with the previously completed Payson Transportation Study and Cobre Valley Comprehensive Transportation Study.

10 PUBLIC PARTICIPATION

10.1 Public Open House – Round 1

To inform and involve Gila County residents in the study and to obtain public input on study objectives and transportation needs, Round 1 public meetings were held in Payson on June 18, 2013 and in Globe on June 19, 2013. A summary of public input from those meetings is provided below. The Public Involvement Summary Report for the Round 1 meetings is provided in **Appendix G**.

10.1.1 Public Meeting Round 1 – Payson

Nine people attended the public meeting held in Payson. Public comments included:

- What are the bridges that need to be reconstructed?
- Tonto Creek Bridge needs to be built;
- Suggest adding Forest Service Road 414 to roadways maintained by Gila County;
- Need more pedestrian-friendly roadway shoulders;
- Need to make narrow roadways one-way;
- Would like an alternate route west from Payson to go south to Rye for whenever SR 87 is closed due to crashes; and
- Any plans to pave Young Rd?

10.1.2 Public Meeting Round 1 – Globe

Thirteen people attended the public meeting held in Globe. Public comments included:

- What are the bridges that need to be reconstructed?
- Would like to see a more detailed map of roadways in southern Gila County;
- Would like to see a scope of a road safety assessment;
- Concerned about Broadway / El Camino intersection, consider installing traffic signal;
- People sometimes don't see the signal at 3rd Street while on US 60;
- Pedestrian hybrid beacon (also known as a HAWK crossing) confuses people;
- Intersection of US 60/US 70 is a safety concern – may need a traffic signal;
- US 60: Westbound near the hilltop there is a blind spot;
- US 60: Near hilltop area there is a drop-off at roadway edge;
- South Broad Street/Walliman Road at US 60 underpass near the community center in Globe has no sidewalk or shoulder on one side and on-street parking reduces visibility;
- Jesse Hayes Road at Beer Tree Crossing where it turns into Ice House Canyon Road has visibility issues;
- Need a bridge on Besich Boulevard at the low-water crossing that floods when it rains;
- When it floods at Pinal Creek, traffic has nowhere to go; and
- On Ice House Canyon Road before Albany Way, there are drainage issues when it rains.

10.2 Public Open House – Round 2

To inform and involve Gila County residents in the study and to obtain public input on recommended improvements, Round 2 public meetings were held in Payson on October 1, 2013 and in Globe on October 2, 2013. A summary of public input from those meetings is provided below. The Public Involvement Summary Report for the Round 2 meetings is provided in **Appendix G**.

10.2.1 Public Meeting Round 2 – Payson

Five people attended the public meeting held in Payson. Public comments included:

- Worried that construction vehicles will ruin pavement on Houston Mesa Road while working on water pipe project near Mesa Del Caballo;
- Elevate low-water crossings or replace them with bridges on Houston Mesa Road;
- While Houston Mesa Road is under construction, no passing should be allowed and the speed limit should be lowered;
- Make sure this study accounts for projects already under construction;
- Make Payson area prominently displayed on maps so not overshadowed by Globe area;
- Need more speed limit signage, enforcement, and crash analysis on Control Road because drivers are speeding on it now that it has been paved;
- Need to explain how pavement management needs are prioritized;
- Indicate that the excise tax is a voter-authorized sales tax;
- Define what an RSA is and explain who conducts the RSA;
- Are there any new roadways planned? Mention in report that there are not any and why not;
- As part of ongoing Tonto National Forest travel management plan, some roadways are being closed – Gila County needs to identify which roadways need to stay open;
- Debatable whether Tonto National Forest does a good job managing and maintaining roadways – maybe they should be taken over by ADOT;
- Explain what an improvement district is and how it works;
- Does Gila County have a plan of what to do about getting the half-cent sales tax extended – like how to promote it, do advertisements, get a citizen committee together, etc.? and
- Liked the presentation – everything was simple and easy to understand.

10.2.2 Public Meeting Round 2 – Globe

Two people attended the public meeting held in Globe. Public comments included:

- Why is the focus on maintenance instead of new projects?
- Not much air quality issue in Gila County, so why was air quality an evaluation criteria?
- Why is Gila County helping ADOT with SR 260 as it is a state highway?
- The amount of recommended chip sealing for the first five years seems low;
- It is critical to have the towns, cities, and Gila County come together to push the sales tax extension before the election – would be nice to have an agreed upon approach to include in this study; and
- Do the HURF projections assume that the HURF allocation to towns, cities, and counties will return to the same levels they used to be before the legislature reallocated some of the HURF to other uses?

APPENDIX A – FOREST SERVICE ROADS MAINTAINED BY GILA COUNTY

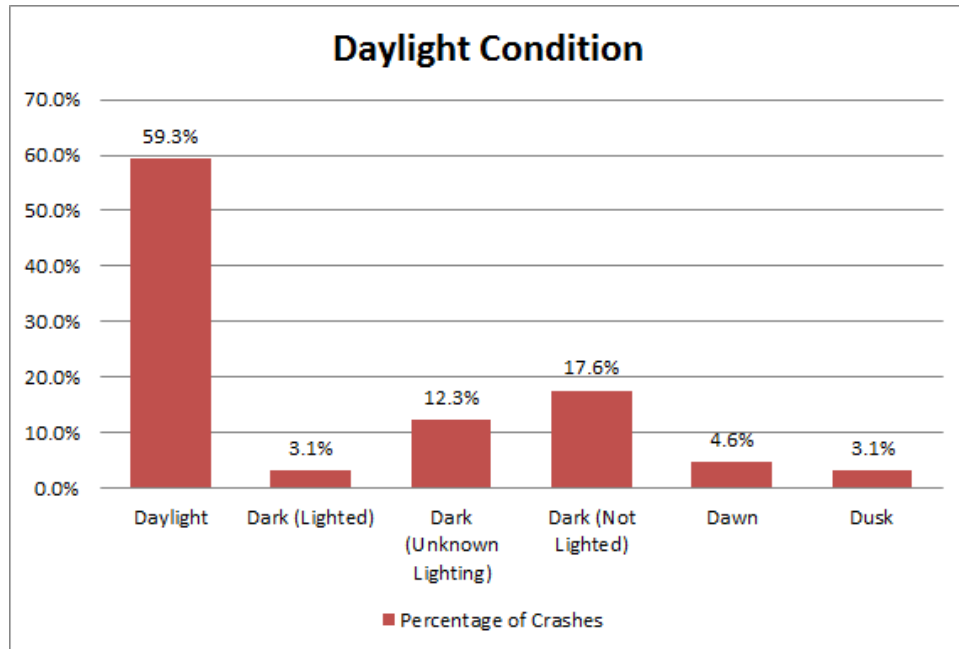
Road Number	Forest Service Roads Maintained by Gila County	Gila County Maint Miles	Gila County Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP Logical Termini
	COPPER				
73	Jordan's Rd	0.5	2	SR 188 to Private Land	
85	Grapevine Extension	0.3	2	Parking lot - Lake	
87	Dagger Ranch	1	2	FR 203 - Private Land	Dagger Ranch
97	Jack Shoe (FR 97)	3	2	FDR 60 - Private Land	Jack Shoe Ranch
189	Coon Creek Trail	4.8	2	SR 288 - Oak Cr. TH	
202	Rock House	5.7	2	Springs	Corrals
203	Cherry Ck	1	2	Pens	Ellison Ranch
203A	Bull Canyon Trailhead	5.9	2	FR 203 - Trailhead	
216	FDR 216 (Pinky Norris)	1.4	2	SR 60 - End	
219	Horseshoe Bend	8.9	2	13/14	Top of Hill
220	Richmond Basin	7.2	2	FDR 219 to End	Richmond Basin
223	Shute Spring	4.7	2	FR 219 to Private Land	Shute Springs
224	Copper Hill	6.8	2	US 60 to Forest Boundary	
238	FDR 238	3	2	SR 288 - Private Land	
287A	Miles Ranch	1.2	2	FR 287 - County Line	
287B	Castle Dome	3.4	2	FR 287 to FR 608	
303A	Gleason Flat	2.1	2	FDR 303 - Top of Hill	Not to the River
304	Chrysotile	3.8	2	SR 60 - End	
395	Kings Canyon	4.7	2	Forest Bndry to FR 594	
396	Eads Wash	0.5	2	SR 288 - Parking Lot	
429	Mill Ridge	6	2	SR 188 - TH	
449A	Campaign Creek Spur	5.1	2	FR 449 to TH	
473	Regal Mine	6.7	2	Forest Boundary to Private Land	Regal Mine
584	Winters Ranch	1.6	2	SR 60 - Winters Ranch	
594	Nugget Mesa	4.9	2	County Road to Dead End	
608	Bohme Ranch	2.7	2	FR 2608 to Private Land	Bohme Ranch
644	Redmond Flat	3.7	2	FR 223 to End	
647	Game Loop	0.5	2	SR 188 - MP .5	To FS water System
2568	FDR 2568	0.4	2	FR 349 to Private Land	
2619	FDR 2619	1.4	2	395 - Private Land	
	LEVEL 2 TOTAL	102.9			
55	Russel Gulch	4.3	3	Forest BDY - Forest BDY	EOP Kellner Canyon
83	Black Brush Ranch	2.4	3	SR 188 - Black Brush Hdqtrs.	
173	Frazier Trailhead	0.2	3	SR 188 - Trailhead	
203	Cherry Creek	19.6	3	SR 288 to Private Land	Ellison Ck Ranch
303	Haystack	14.1	3	US 60 - FDR 1052	
321	Fraizer Campground	0.4	3	SR 188 - Campground	
349	Simpson Lake	5.8	3	US 60 to FR 2568	

Road Number	Forest Service Roads Maintained by Gila County	Gila County Maint Miles	Gila County Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP Logical Termini
	COPPER				
377	Jones Water	0.7	3	SR 60 - End	
445	Three Bar Cabin	3.2	3	SR 188 - FR 445A	
446	Estates	0.5	3	FR 447 - Roosevelt Estates	
448	Tidwell	1.4	3	SR 188 - Private Land	Tidwell Ranch
449	Campaign Creek	3.2	3	SR 188 - TH	
321A	Fraizer Campground Main	0.1	3	FR 321 - Picnic Site	
321B	Frazier Rec Site	0.2	3	FR 321 - Picnic site	
	LEVEL 3 TOTAL	56.1			
82	Windy Hill	2.4	5	SR 188 - Boat Ramp	
84	Grapevine Main Entry Road	2.2	5	SR 188 - Campground	
447	Schoolhouse	3.7	5	SR 88 - campground	
465	River	1.8	5	SR 288 to End of Pavement	
	LEVEL 5 TOTAL	10.1			
	TOTAL MILES	169.1			

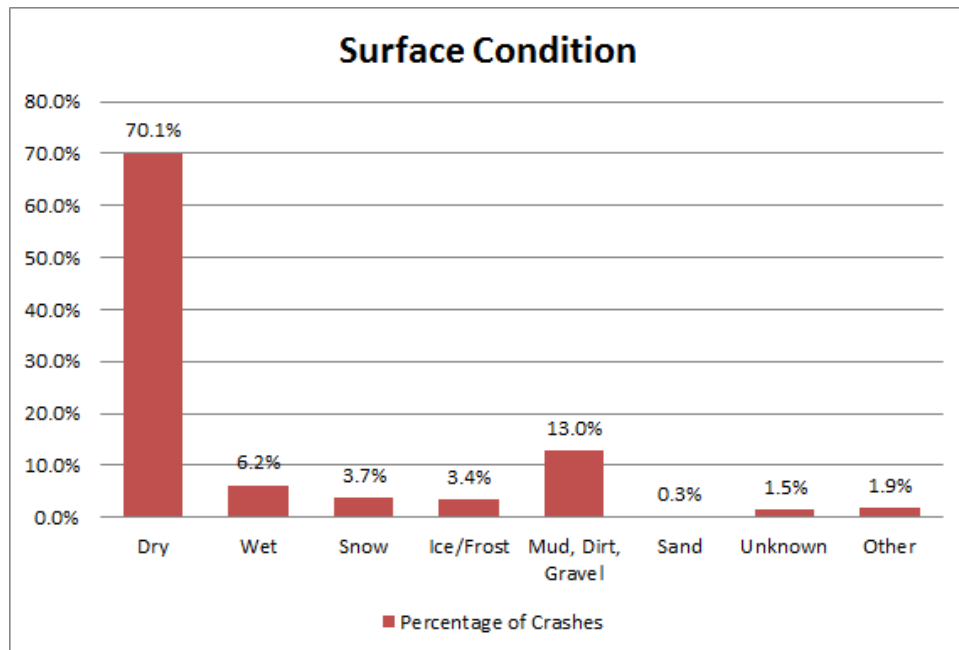
Road Number	Forest Service Roads Maintained by Gila County	Gila County Maint Miles	Gila County Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP Logical Termini
	TIMBER				
54	P.V. Wilson	17.1	2	SR 288 - Private Land	Q Ranch
60	A-Cross	23.9	2	EOP to SR 288	
100	Nail Ranch	0.5	2	FDR 512 - Private Land	South to Nail Ranch
116	Crouch Mesa	2.7	2	FR 512 - FR 512	
128	Nagelin Rim	3	2	FR 512 - MP3.0	
129	Big Walnut	7.2	2	Land	Marsh Creek Ranch
131	Jim Sam	4.6	2	FR 486 - end	
134	Flying W	6.4	2	FR 129 to Private Land	Flying W Ranch
198	Pyeatt Draw	7.8	2	FR 199 - FR 64	
249	Ellinwood Segment	4	2	FR 200 - Private Land	Ellinwood Ranch
291	Colcord Road	7.4	2	FDR 512 - Private land	
409	Fort Reno	2	2	SR 188 to FR 1382	
411	Nagelin Canyon	5.8	2	FR 187 to FR 291	
411C	Nagelin Spur C	2.5	2	FR 411 - FR512	
424	Bouquet	2.9	2	FR 423 to FR 1405	
428	Hardscrabble	7.8	2	FDR 708 - Forest Bndry	
430	Pyle Ranch	0.5	2	FR64 - Private	Pyle Ranch
484	Mail Box	1	2	FR 130 to FR 134	
485	Turkey Creek Mine (Rock Cr.)	3.4	2	FR 486 to End	Mine
485	Turkey Ck Mine	3.2	2	FR 486 to End	
486	Buzzard Roost	7.3	2	SR 288 to FR 485	
604	Lambing Creek	6.5	2	FR 71 - dead end	
609	Bear Head Spring (Malicious Gap)	6.3	2	FR 71 to FR 416	
648	Lone Pine Saddle	1.3	2	FR 143 - TH	
778	Naeglin Rim Bypass	0.8	2	FR 128 to FR 411	
778	Nagelin Rim Bypas	3	2	FR 128 to FR 411	
896	Juniper	4.9	2	FR 423 to FR 71	
935	Roscoe	4	2	FR 200 to FR 2985	
1446	76 Ranch	0.2	2	FR 184 - Private Land	76 Ranch
2990	FDR 2990	0.6	2	FR 200 - Private	
3253	FDR 3253	1.8	2	FR 485 - Private Land	Buzzard Roost Camp
202A	FDR 202A	2	2	Fr 202 to Private Land	Q Ranch
	LEVEL 2 TOTAL	152.4			
29	Roberts Mesa Road	6.8	3	FR 64 - Tonto Cr. Road	
32	Washington Park	3.9	3	FR 64 - Private Land	
34	Valentine Canyon	2.2	3	FR 33 - FR 188	
71	Greenback Crossing	12.9	3	SR 188 - Private Land	Conway Ranch
100	Nail Ranch	1.4	3	FDR 202 - Private Land	North to Nail Ranch
100	Nail Ranch	1.4	3	Fr 202 to Private Land	Nail Ranch from south
109	Reservation	4.3	3	FR 512 - FR 188	
143	El Oso	9.3	3	SR 188 - FR 648	

Road Number	Forest Service Roads Maintained by Gila County	Gila County Maint Miles	Gila County Maint. Level	Gila County BMP/EMP Description	Additional Description BMP or EMP Logical Termini
	TIMBER				
184	Rye Creek	7.6	3	SR 188 - FR 417	
188	OW ranch	5.3	3	FR 512 to Private Land	OW Ranch
190	A Cross Admin	0.8	3	FR 60 - Admin Site	
200	Chamberlin Trail	8.8	3	Camp Ground	Camp Ground
202	Rock House	6	3	FH 12 to FR 202A	
202	Rock House	6	3	Fr 512 to FR 202A	
208	Bishop Knoll	1.7	3	SR 87 - Shooting Range	
405	Bear Flat	4.4	3	SR 260 - private	Bottom level 2?
405A	Little Green Valley	2.7	3	SR 260 - FR 405	
411	Nagelin Canyon	3.7	3	FR 512 to FR187	
414	Rye Cypress	0.5	3	SR 87 - Private Land	
419	Barnhardt TrailHead	5.2	3	SR 87 - TH	
423	Cline Bouquet	6.7	3	SR 60 - FR 71	
426	Grantham Ranch	2.8	3	FR 423 - Private Land	Grantham Ranch
440	Camp Geronimo	2.1	3	FR 64 - Camp	
445A	Three Bar Cabin	0.7	3	FR 445 - End	
458	Geronimo Estates	0.6	3	FR 64 to Private Land	Geronimo Estates
470	Bar X	1	3	SR 188 - FR 423	
526	Cholla Bay	0.3	3	SR 188 - Lake	
1190	Verde Glen	1.4	3	FR 64 - Private Land	
	LEVEL 3 TOTAL	110.5			
33	Mule Springs	6	4	FR 512 - Canyon Ck LWC	
60	A-Cross	2.1	4	SR 188 - EOP	Indian Pt CG Entrance
64	Control RD	12.6	4	SR 87 to FR 430	
272	Flowing Springs	1.6	4	SR 87 - FR 1579	
406	Doll Baby	6.3	4	Payson Limits to Private	Ends at Simonton Flat
512	Young Highway	15.2	4	Boundary	North direction
	LEVEL 4 TOTAL	43.8			
661	Indian Point	2	5	FR 60 - Campground	
874	Cholla Entry Road to Shower 3	0.7	5	SR 188 - Campground	To Shower #3
874A	Cholla Boating	0.5	5	FR 874 - Boat Ramp	
	LEVEL 5 TOTAL	3.2			
	TOTAL MILES	309.9			

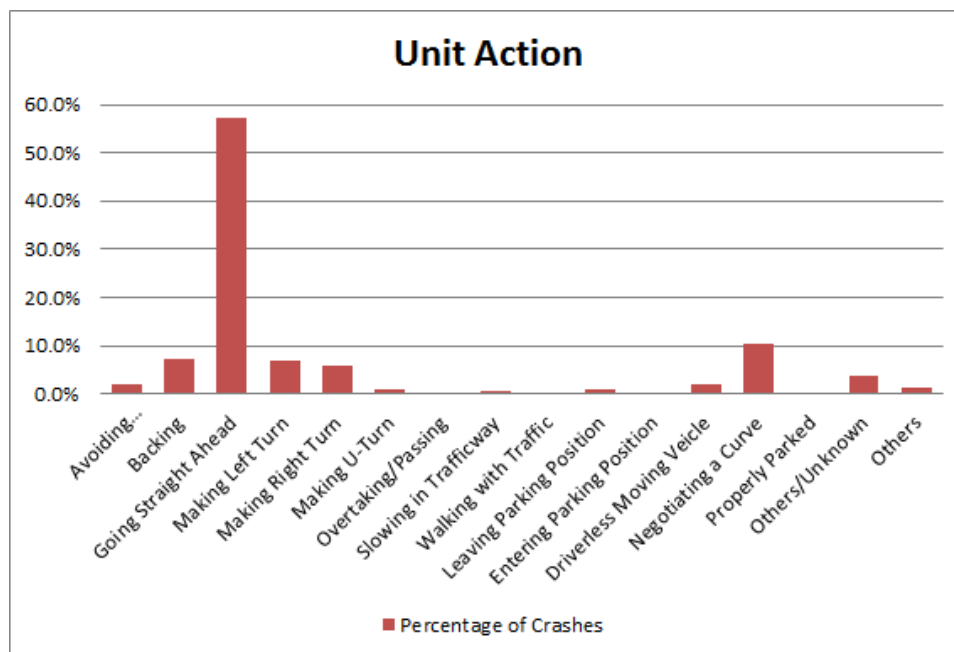
APPENDIX B – DETAILED CRASH DATA



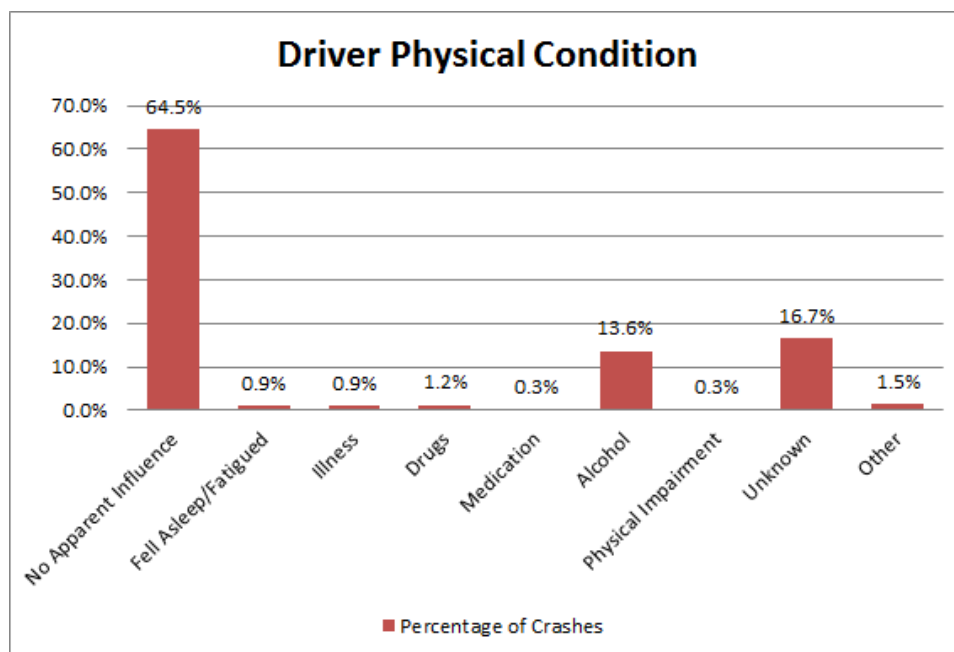
Gila County Roadways, Crashes, 2008-2012 – Unit Action



Gila County Roadways, Crashes, 2008-2012 – Unit Action



Gila County Roadways, Crashes, 2008-2012 – Unit Action



Gila County Roadways, Crashes, 2008-2012 – Driver Physical Condition

APPENDIX C – DETAILED PAVEMENT CONDITION DATA

Gila County Paved Roadway Inventory and Conditions

Copper Region

ROAD NAME	LENGTH	COMMUNITY	REGION	BEGIN REF	END REF.	ROAD NUMBER	Pavement Distresses (Typical Severity)										General Site Conditions				Initial Visual Condition Rating	Final Overall Condition Rating
							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Failing Surface			
AZURITE DR	0.10	BANDY HEIGHTS	COPPER	AZURITE DR	AZURITE DR	253	M(40)	L(10)	L(30)				L(60)								60	40
BORNITE LN	0.09	BANDY HEIGHTS	COPPER	AZURITE DR	TURQUOISE DR	257	L(90)	M(10)	M(60)	M(5)	M(5)		L(80)								40	40
MALACHITE LN	0.10	BANDY HEIGHTS	COPPER	AZURITE DR	AZURITE DR	255	L(70)	M(30)	M(40)				M(60)								30	10
MINERAL LN	0.08	BANDY HEIGHTS	COPPER	SR 188	AZURITE DR	258		M(80)	H(60)				M(90)								20	0
TURQUOISE DR	0.09	BANDY HEIGHTS	COPPER	BORNITE LN	MALACHITE LN	256	L(80)	M(10)	M(90)		M(5)		L(10)								40	40
BEER TREE XING	0.15	CANYONS	COPPER	WALLIMAN RD	UPPER PINAL CREEK RD	507	M(10)	M(70)	M(40)	M(20)			M(90)		M(10)						20	30
UPPER PINAL CREEK RD	0.24	CANYONS	COPPER	BEER TREE XING	DEAD END	283	M(60)		H(90)		L(10)	M(1)	H(99)								10	0
1ST AVE	0.15	CENTRAL HEIGHTS	COPPER	CYPRESS DR	CHERRY AVE	1,308		M(5)	M(90)				L(10)								80	80
1ST AVE	0.14	CENTRAL HEIGHTS	COPPER	CHERRY AVE	N ARBOR AVE	1,369		M(5)	M(80)				L(20)								80	80
2ND AVE	0.15	CENTRAL HEIGHTS	COPPER	CHERRY AVE	N ARBOR AVE	1,367	L(5)		M(80)												80	60
3RD AVE	0.15	CENTRAL HEIGHTS	COPPER	N ARBOR AVE	CHERRY AVE	1,366	M(1)		M(70)				L(10)								80	80
4TH AVE	0.15	CENTRAL HEIGHTS	COPPER	CHERRY AVE	N ARBOR AVE	1,364			M(90)				L(30)								80	80
ALBERTA DR	0.12	CENTRAL HEIGHTS	COPPER	YUMA TR	GOLDEN HILL RD	495	M(80)	M(70)		L(10)			M(100)								20	30
ALBERTA DR	0.10	CENTRAL HEIGHTS	COPPER	COUNTRY CLUB TERRACE	END	1,379	L(40)	L(20)	L(10)		M(2)		M(40)								60	60
ALCOTT DR	0.05	CENTRAL HEIGHTS	COPPER	GOLDEN HILL RD	UNKNOWN #2	1,378	M(60)	M(30)	L(20)	L(30)	M(20)	M(1)	M(90)								30	30
ALCOTT DR	0.08	CENTRAL HEIGHTS	COPPER	GOLDEN ST	GOLDEN HILL RD	1,403	L(60)	M(40)	L(40)		L(10)		M(80)								40	40
ALDER DR	0.10	CENTRAL HEIGHTS	COPPER	GOLDEN HILL RD	DEAD END	1,405	M(60)	M(10)	L(10)		L(5)		M(90)		L(5)						50	60
ALLEY	0.20	CENTRAL HEIGHTS	COPPER	MAIN ST	DEAD END	1,349		M(95)		M(10)	M(10)	H(5)	H(95)				✓		✓		10	0
ALLEY	0.14	CENTRAL HEIGHTS	COPPER	CENTRAL DR	APACHE ST	1,932								M(60)		✓	✓	✓	✓		0	10
APACHE HILLS LN	0.19	CENTRAL HEIGHTS	COPPER	ROBERTS DR	ROBERTS DR	1,317	M(30)	M(50)	M(80)	L(10)	L(10)		M(90)								30	30
APACHE ST	0.19	CENTRAL HEIGHTS	COPPER	MAIN ST	HILLCREST ST	1,337	L(80)	L(5)	M(60)	L(10)	L(10)		M(50)								50	60
ARROYA AVE	0.10	CENTRAL HEIGHTS	COPPER	ENGLISH AVE	BLACK WARRIOR	1,323	L(30)	L(20)	M(70)		L(10)		M(80)								30	40
BESICH BLVD	0.31	CENTRAL HEIGHTS	COPPER	HOSPITAL DR	RUSSELL RD	2,001	L(1)						L(100)		L(20)						90	90
BLACK WARRIOR	0.20	CENTRAL HEIGHTS	COPPER	GLOBE CANYON RD	MOUNTAIN VIEW DR	1,322	M(90)	L(10)	M(70)	L(10)	L(20)		H(80)								30	20
BLOCK AVE	0.07	CENTRAL HEIGHTS	COPPER	NELL ST	SUNRISE MH PARK	1,319	M(80)	M(20)	M(60)	L(20)	L(10)		L(90)		H(50)						40	40
BOYLES AVE	0.05	CENTRAL HEIGHTS	COPPER	MOUNTAIN VIEW	INSPIRATION DR	1,310	M(80)	L(20)	M(30)				M(100)								30	10
BRALEY ST	0.20	CENTRAL HEIGHTS	COPPER	APACHE ST	COBB ST	1,339	L(40)	M(50)		L(20)	L(10)		L(90)								30	30
BURNHAM ST	0.16	CENTRAL HEIGHTS	COPPER	YUMA TR	END OF PAVEMENT	492	M(60)	M(60)	H(40)	L(10)		L(1)	M(90)		L(5)			✓			20	10
BUTTERFLY LN	0.08	CENTRAL HEIGHTS	COPPER	SNEDDEN ST	END OF PAVEMENT	1,388	L(70)	M(40)	H(40)	H(30)			M(40)								30	30
CAMPBELL AVE	0.05	CENTRAL HEIGHTS	COPPER	HUNT AVE	SHELTON DR	1,327	L(20)								M(20)			✓			60	60
CARPENTER LN	0.04	CENTRAL HEIGHTS	COPPER	LANCASTER ST	DEAD END	1,391	L(30)	L(10)	L(30)	L(10)			L(10)		L(5)						60	50
CENTRAL DR	0.42	CENTRAL HEIGHTS	COPPER	EDDY ST	MAIN ST	1,332	L(30)	M(10)	M(70)	L(20)	M(5)		L(50)		L(5)						40	20
CHERRY AVE	0.33	CENTRAL HEIGHTS	COPPER	MANOR DR	N ARBOR AVE	1,377	L(5)		M(90)												80	80
COBB ST	0.08	CENTRAL HEIGHTS	COPPER	BRALEY ST	ROBERTS DR	1,338	L(40)		L(70)		L(5)		L(20)								50	60
COUNTRY CLUB LN	0.05	CENTRAL HEIGHTS	COPPER	FIRST AVE	PAXTON AVE	1,373	H(5)		M(30)				L(5)								80	80
COUNTRY CLUB TERRACE	0.18	CENTRAL HEIGHTS	COPPER	GOLDEN HILL RD	CORSO DRIVE	496	L(60)		L(5)		M(1)				M(10)						60	50
COUNTRY CLUB TERRACE	0.05	CENTRAL HEIGHTS	COPPER	COUNTRY CLUB TERRACE	END OF PAVEMENT	1,401		H(80)	H(70)	H(5)	H(10)		H(90)								20	0
CROSS DR	0.14	CENTRAL HEIGHTS	COPPER	CENTRAL DR	END	1,325	L(40)	M(30)	M(60)	L(30)			L(80)		H(1)						30	30
CYPRESS DR	0.19	CENTRAL HEIGHTS	COPPER	CHERRY AVE	CUL DE SAC	1,372		L(5)	M(90)				L(10)								80	80
DOMINION ST	0.07	CENTRAL HEIGHTS	COPPER	COBB ST	ENGLISH AVE	1,326	L(50)	M(40)	M(80)	L(10)	L(10)		L(70)								40	20
EDDY ST	0.05	CENTRAL HEIGHTS	COPPER	MCKINNEY AVE	CENTRAL DR	1,333	L(30)		M(70)	L(10)			L(60)								50	50
ELM ST	0.09	CENTRAL HEIGHTS	COPPER	GOLDEN HILL RD	N CHERRY ST	1,376	L(30)			M(5)			L(10)								80	80
ENGLISH AVE	0.15	CENTRAL HEIGHTS	COPPER	CROSS DR	GLOBE CANYON RD	1,324	L(20)				L(5)		M(90)								70	70
FRONTAGE RD	0.06	CENTRAL HEIGHTS	COPPER	ALDER DR	ALCOTT DR	1,929	M(80)	M(5)			L(2)		L(90)								30	30
GLENDALE AVE	0.20	CENTRAL HEIGHTS	COPPER	HILL LANE	MAIN ST	1,329	L(70)	L(5)	M(30)		L(5)		L(50)								60	70
GLENDALE AVE	0.19	CENTRAL HEIGHTS	COPPER	HUNT AVE	END OF PAVEMENT	1,335	L(60)	M(10)	M(30)	M(10)	M(5)		L(80)		L(10)						50	50
GLOBE CANYON RD	0.31	CENTRAL HEIGHTS	COPPER	ROBERTS DR	END OF PAVEMENT	691	M(80)	M(20)	L(20)	L(30)	L(10)	L(1)	M(90)								40	50
GOLDEN HILL RD	0.60	CENTRAL HEIGHTS	COPPER	US 60	MAIN ST	493	L(80)	L(20)	H(80)	L(10)			L(20)		L(5)						40	20
GOLDEN ST	0.06	CENTRAL HEIGHTS	COPPER	ALCOTT DR	END OF PAVEMENT	271	L(40)	M(30)	L(20)				M(80)								40	20
HILL LN	0.10	CENTRAL HEIGHTS	COPPER	MCKINNEY AVE	APACHE ST	1,336	L(60)	M(30)	L(40)		L(10)	L(5)			M(50)						30	30
HOPE LN	0.75	CENTRAL HEIGHTS	COPPER	RUSSELL RD	DEAD END	1,383	M(80)	M(90)	M(70)	H(3)	L(2)		M(90)	M(5)	H(3)						10	0
HUIE ST	0.15	CENTRAL HEIGHTS	COPPER	RUSSELL RD	END	1,384	L(90)	M(80)	M(30)	L(40)			L(90)								30	40
HUNT AVE	0.13	CENTRAL HEIGHTS	COPPER	GLENDALE AVE	DEAD END	1,328	L(80)	L(10)	M(50)				M(100)								40	40
INSPIRATION DR	0.26	CENTRAL HEIGHTS	COPPER	CENTRAL DR	DEAD END	489	L(70)	M(5)	M(30)			M(5)	M(80)								50	30

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ROAD NAME	LENGTH	COMMUNITY	REGION	BEGIN REF	END REF.	ROAD NUMBER	Pavement Distresses (Typical Severity)									General Site Conditions				Initial Visual Condition Rating	Final Overall Condition Rating
							L&T Cracking	Aligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Falling Surface		
JOHNSON RD	0.04	CENTRAL HEIGHTS	COPPER	JOHNSON RD	JOHNSON RD	1,346	L(60)	M(30)			L(2)		H(100)							10	0
LANCASTER ST	0.24	CENTRAL HEIGHTS	COPPER	RUSSELL RD	END	1,392	L(70)	M(60)	M(40)	L(20)	M(5)		L(30)							30	40
MAIN ST	0.05	CENTRAL HEIGHTS	COPPER	US 60	MAIN ST	690	L(70)	M(10)	M(70)	L(40)				L(20)						60	30
MAIN ST	0.19	CENTRAL HEIGHTS	COPPER	CENTRAL DR	ROBERTS DR	1,871	L(80)	M(5)	M(80)	L(20)										50	50
MCKINNEY AVE	0.48	CENTRAL HEIGHTS	COPPER	MAIN ST	END OF PAVEMENT	1,334	L(90)	M(20)	M(70)	M(30)	L(5)	H(2)	L(60)							40	30
MENDOZA ST	0.10	CENTRAL HEIGHTS	COPPER	GLENDALE AVE	CENTRAL DR	1,330	L(90)	M(30)					L(80)							50	70
MILL ST	0.08	CENTRAL HEIGHTS	COPPER	ALDER DR	END	1,404	M(60)	L(20)	L(5)						L(5)					50	30
MONROE PL	0.10	CENTRAL HEIGHTS	COPPER	MCKINNEY AVE	END	1,331	M(40)	M(30)	M(60)	L(40)	L(5)		L(70)							40	50
MOUNTAIN VIEW	0.19	CENTRAL HEIGHTS	COPPER	CENTRAL DR	END	1,313	M(70)	M(40)	M(50)	L(10)	M(5)		H(90)							10	0
N ARBOR AVE	0.28	CENTRAL HEIGHTS	COPPER	GOLDEN HILL	PAXTON AVE	1,375	L(5)		M(80)											80	80
NEILSON ST	0.07	CENTRAL HEIGHTS	COPPER	THOMAS RD	END OF PAVEMENT	1,382	M(70)	L(10)	L(30)	L(5)	L(5)		L(90)							40	30
NELL ST	0.05	CENTRAL HEIGHTS	COPPER	GLOBE CANYON RD	END OF PAVEMENT	1,321	M(40)	M(30)	L(10)	L(20)		L(5)	M(100)							30	20
PALM LN	0.09	CENTRAL HEIGHTS	COPPER	PAXTON AVE	DEAD END	1,370	H(2)			M(2)										80	80
PAXTON AVE	0.11	CENTRAL HEIGHTS	COPPER	N ARBOR AVE	MANOR DR	1,309	L(10)					M(1)								80	80
PAXTON AVE	0.14	CENTRAL HEIGHTS	COPPER	CHERRY AVE	COUNTRY CLUB LN	1,374			M(90)				L(10)							80	80
PINAL CANYON DR	0.31	CENTRAL HEIGHTS	COPPER	RUSSELL RD x 2	UNK 8 9 x 2	274	L(90)	M(20)	M(80)	H(30)	M(5)		M(80)		M(20)					30	30
RANDAL AVE	0.08	CENTRAL HEIGHTS	COPPER	APACHE ST	SHORT AVE	1,340							L(60)							60	60
RANDAL AVE	0.03	CENTRAL HEIGHTS	COPPER	END	SHORT AVE	2,471	L(80)		M(30)	M(10)			H(100)							40	40
ROBERTS DR	0.47	CENTRAL HEIGHTS	COPPER	MAIN ST	RUSSELL RD	491	L(90)	M(30)	M(40)	M(20)	L(5)		M(100)		M(2)					30	20
ROSE AVE	0.05	CENTRAL HEIGHTS	COPPER	SECOND AVE	THIRD AVE	1,365		L(2)	L(10)				L(10)							80	80
ROSE MOFFORD WAY	0.10	CENTRAL HEIGHTS	COPPER	RUSSELL RD	HOPE LN	2,012							L(100)							90	90
RUSSELL RD	1.63	CENTRAL HEIGHTS	COPPER	END OF SEGMENT	END OF PAVEMENT	2,481	L(60)	L(40)	M(30)	M(5)	M(1)		M(60)		H(3)			✓		50	60
RUSSELL RD	0.60	CENTRAL HEIGHTS	COPPER	HOSPITAL DR	ROBERTS DR	2,480	M(60)	M(70)	M(50)	L(10)	M(1)		M(90)		M(2)					30	50
RUSSELL RD	0.20	CENTRAL HEIGHTS	COPPER	ROBERTS DR	END OF SEGMENT	2,467														100	100
SCOTT ST	0.16	CENTRAL HEIGHTS	COPPER	INSPIRATION DR	MOUNTAIN VIEW	1,312	L(80)	M(20)	M(60)	M(5)	L(5)		M(60)							40	40
SHORT AVE	0.38	CENTRAL HEIGHTS	COPPER	MAIN ST	END	1,343	L(30)	M(10)	L(20)	M(5)	L(5)		L(90)		H(5)					50	40
SNEDDEN ST	0.24	CENTRAL HEIGHTS	COPPER	RUSSELL RD	END OF PAVEMENT	1,390	M(30)	M(60)	M(30)	L(40)	H(5)		M(70)							20	30
SOUTH MAIN ST	0.07	CENTRAL HEIGHTS	COPPER	COBB ST	END	1,314	M(90)	M(30)	M(80)	M(10)	L(10)		H(100)							10	0
SPADAFORE WAY	0.12	CENTRAL HEIGHTS	COPPER	RUSSELL RD	UNK9	273	M(70)	L(20)	M(30)				M(90)							40	40
SPRUCE LN	0.05	CENTRAL HEIGHTS	COPPER	FIRST AVE	CYPRESS DR	1,371	L(60)						L(10)							80	80
STORY ST	0.12	CENTRAL HEIGHTS	COPPER	RUSSELL RD	END OF PAVEMENT	932	L(20)						L(10)							80	80
THOMASINA LN	0.06	CENTRAL HEIGHTS	COPPER	SNEDDEN ST	END OF PAVEMENT	1,387	M(40)	M(60)	M(50)	M(40)			M(20)		L(5)					20	10
UNK 112003	0.06	CENTRAL HEIGHTS	COPPER	GOLDEN HILL RD	WEST ST	1,931														0	0
UNK5	0.06	CENTRAL HEIGHTS	COPPER	ALBERTA DR	ALCOTT DR	1,402	L(70)	M(60)	M(70)	L(30)	L(5)		L(80)							20	10
UNK9	0.03	CENTRAL HEIGHTS	COPPER	SPADAFORE WAY	PINAL CANYON DR	2,275	M(70)	M(50)	M(70)	L(30)			L(90)		M(5)					40	20
UNK9	0.03	CENTRAL HEIGHTS	COPPER	PINAL CANYON DR	ALAMEDA DR	275	M(70)	M(50)	M(70)	L(30)			L(90)		M(5)					40	20
UTILITY ST	0.11	CENTRAL HEIGHTS	COPPER	RUSSELL RD	DEAD END	1,386	M(70)	M(40)	M(30)		L(2)		L(80)							50	30
WASHBURN ST	0.14	CENTRAL HEIGHTS	COPPER	THOMAS RD	DEAD END	486	M(60)	M(10)	M(40)	L(5)	M(5)		M(60)		H(5)					40	20
WOODWARD ST	0.19	CENTRAL HEIGHTS	COPPER	RUSSELL RD	DEAD END	1,385	L(90)	M(70)	M(50)	M(5)	M(2)		M(70)							30	30
YOUNG ST	0.06	CENTRAL HEIGHTS	COPPER	ALCOTT DR	ALDER ST	494	L(60)	M(40)	L(30)	L(10)	L(2)		M(80)							40	20
YUMA TR	0.18	CENTRAL HEIGHTS	COPPER	THOMAS RD	END	1,380	L(30)						M(60)							50	50
2ND ST	0.07	CLAYPOOL	COPPER	LOCOMOTIVE DR	US 60	513	L(90)	H(5)	M(60)	L(60)			M(90)					✓		50	50
ALLEY	0.19	CLAYPOOL	COPPER	NEW ST	VERNON ST	1,901		L(1)		H(10)		H(5)	H(95)	H(20)					✓	0	0
ALLEY	0.09	CLAYPOOL	COPPER	COPPER LN	PINEWAY ST	1,925													✓	0	0
ALLEY2	0.13	CLAYPOOL	COPPER	OLD OAK ST	EL CAMINO	1,902													✓	0	0
AVENIDA DE ED PASTOR	0.15	CLAYPOOL	COPPER	GROVER CYN	RAILROAD AVE	1,209	L(80)	M(20)	M(30)				L(80)		L(10)					30	50
BERRY WAY	0.08	CLAYPOOL	COPPER	MORROW AVE	DEAD END	1,214		L(40)	H(100)	M(40)			L(20)		L(10)					30	20
BOARD DR	0.13	CLAYPOOL	COPPER	EL CAMINO	DEAD END	1,198	L(90)	M(30)	H(80)	L(10)		L(5)	L(70)					✓		30	30
BROADWAY	0.33	CLAYPOOL	COPPER	2ND ST	REAR BROADWAY	523	M(80)	L(20)	L(70)	L(30)	M(10)		M(80)							40	30
CALLE DE LOMA	0.50	CLAYPOOL	COPPER	US 60	END	1,227	M(10)	M(20)	M(80)				M(100)							40	40
CALLE PEQUENA	0.06	CLAYPOOL	COPPER	MAPLE LEAF ST	DAWDY ST	518	L(80)	M(60)	L(50)	M(30)			L(100)							30	10
CLEVELAND AVE	0.19	CLAYPOOL	COPPER	CALLE DE LOMA	DEAD END	1,224	M(70)	L(20)	M(30)									✓		60	60
COPPER LN	0.10	CLAYPOOL	COPPER	COPPER ST	DEAD END	1,205	L(20)	M(50)	M(60)	M(10)			L(70)		M(5)					40	20
COPPER ST	0.36	CLAYPOOL	COPPER	COPPER LN	LONG ST	1,204	L(90)		M(80)	L(40)			L(50)							30	20
COPPER ST	0.05	CLAYPOOL	COPPER	DEAD END (EAST)	WILSON PL	1,188		M(60)	M(90)	L(30)			L(80)		L(10)					40	20

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							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Falling Surface			
COPPER ST	0.08	CLAYPOOL	COPPER	MAPLE LEAF ST	END	1,187	M(30)	M(40)		M(20)		L(10)	L(80)		M(5)			✓		30	10	
DAWDY DR	0.06	CLAYPOOL	COPPER	GLOBE AVE	CALLE PEQUENA	1,196	M(90)	M(80)		L(80)			M(80)						30	30		
EL CAMINO	0.11	CLAYPOOL	COPPER	US 60	LOCOMOTIVE DR	1,193	M(40)	H(70)	M(60)		M(10)	L(5)	H(70)						20	0		
EL CAMINO	0.24	CLAYPOOL	COPPER	WILSON ST	DEAD END	1,199	L(90)	M(30)	M(70)			L(5)	L(90)						40	40		
ELAM AVE	0.07	CLAYPOOL	COPPER	MILL ST	MILL ST	793	M(80)	M(30)	M(40)	L(30)	M(40)								50	50		
FRONT ST	0.05	CLAYPOOL	COPPER	RANSBERGER HILL	END OF PAVEMENT	1,211	M(80)	M(30)	L(20)	L(40)			L(70)						40	20		
GLOBE AVE	0.24	CLAYPOOL	COPPER	DAWDY ST	END OF PAVEMENT	1,197	M(80)	M(40)	L(30)	L(30)	L(10)		L(80)						40	20		
GOLDEN WAY	0.06	CLAYPOOL	COPPER	DAWDY ST	END (WEST)	2,472	M(30)	M(40)	M(60)	L(20)	L(10)		L(90)		L(10)				40	40		
GOLDEN WAY	0.03	CLAYPOOL	COPPER	DAWDY ST	END (EAST)	517	M(90)	L(5)					L(90)						60	60		
GORDON ST	0.19	CLAYPOOL	COPPER	NEW ST	DEAD END	1,208	M(70)	L(30)	M(90)	L(30)		L(2)	L(80)						50	50		
GREER ST	0.04	CLAYPOOL	COPPER	VANWINKLE AVE	KINNEMUR AVE	2,468	L(80)	L(10)	L(20)		L(5)		L(90)						70	70		
GREGOVICH DR	0.05	CLAYPOOL	COPPER	CALLE PEQUENA	DEAD END	519	L(20)	M(80)	M(30)		L(10)		M(80)		M(2)		✓		30	20		
GROVER CYN	0.43	CLAYPOOL	COPPER	US 60	END OF PAVEMENT	1,210	M(70)	L(30)	L(30)				L(80)				✓		40	20		
HAMILTON LN	0.05	CLAYPOOL	COPPER	CALLE DE LOMA	DEAD END	1,220	M(60)	L(5)	M(70)		L(2)		L(90)						50	40		
HAMMOND ST	0.22	CLAYPOOL	COPPER	DEAD END W. OF EL CAMINO	DEAD END E. OF OLD OAK	1,195		M(50)		M(20)			L(30)						30	50		
JEFFERSON ST	0.02	CLAYPOOL	COPPER	CALLE DE LOMA	END OF PAVEMENT	1,226	M(50)		M(20)		M(30)		M(100)						40	40		
KINNEMUR AVE	0.09	CLAYPOOL	COPPER	VANWINKLE AVE	RUTH AVE	1,217	M(50)		L(20)			M(5)	L(90)						60	60		
LOCOMOTIVE DR	0.10	CLAYPOOL	COPPER	OLD OAK ST	END	1,200	M(80)	M(10)	M(70)	L(10)			M(100)						40	40		
LOCOMOTIVE DR	0.28	CLAYPOOL	COPPER	PINEWAY ST	OLD OAK	1,200	L(30)		L(30)				L(40)		L(2)				70	30		
LONG ST	0.07	CLAYPOOL	COPPER	COPPER ST	END	1,203	L(70)	M(40)		L(10)									50	50		
MACKEYS HILL	0.16	CLAYPOOL	COPPER	MILL ST	DEAD END	792	H(20)	M(20)	H(90)	M(10)		M(10)	M(100)		H(5)				30	30		
MAPLE LEAF ST	0.12	CLAYPOOL	COPPER	RAGUS RD	STARVIEW RD	516	M(20)	H(80)	M(30)	H(10)		L(5)	L(80)						20	20		
MAPLE LEAF ST	0.19	CLAYPOOL	COPPER	STARVIEW RD	CALLE PEQUENA	1,192	M(40)	M(60)	M(20)	L(30)			L(70)		L(5)				30	30		
MARION CYN	0.19	CLAYPOOL	COPPER	MARION ST	END OF PAVEMENT	1,185	M(60)	M(60)	M(40)	L(30)	M(70)	L(2)	L(100)				✓		40	40		
MARION ST	0.27	CLAYPOOL	COPPER	US 60	WASHINGTON AVE	1,232	L(40)	M(10)	M(20)		M(5)								60	40		
MILL ST	0.11	CLAYPOOL	COPPER	RR TRACKS	END OF PAVEMENT	694	M(80)	M(30)	M(30)	L(20)	M(40)								50	30		
MONROE LN	0.06	CLAYPOOL	COPPER	CALLE DE LOMA	DEAD END	1,221	M(90)		L(90)		L(10)		M(100)						60	60		
MORROW AVE	0.15	CLAYPOOL	COPPER	VANWINKLE AVE	END OF PAVEMENT	1,215	M(60)	L(40)	M(40)	L(10)	L(20)		L(70)						50	50		
NEW ST	0.40	CLAYPOOL	COPPER	TRUCK SCALES ENTRANCE	END	1,219	M(30)	L(10)	M(90)	M(10)	L(1)				M(5)				30	20		
OBSCURE WAY	0.03	CLAYPOOL	COPPER	EL CAMINO	END OF PAVEMENT	525	L(80)	L(10)	M(80)				L(20)						40	20		
OLD OAK ST	0.46	CLAYPOOL	COPPER	US 60	GLOBE AVE	1,194	M(40)	H(60)	M(80)	L(70)	L(2)		M(80)						30	10		
PINEWAY ST	0.34	CLAYPOOL	COPPER	US 60	END OF PAVEMENT	1,201	L(90)	L(10)	M(80)	M(20)		L(2)	L(30)		L(30)				50	50		
PUERTO RICO AVE	0.15	CLAYPOOL	COPPER	CALLE DE LOMA	DEAD END	1,222	M(60)	M(30)	M(30)		M(40)		M(40)				✓		30	30		
RAGUS RD	0.33	CLAYPOOL	COPPER	RAILROAD CROSSING	RAILROAD AVE	1,186	L(40)		L(5)				L(30)						70	60		
RAILROAD AVE	0.12	CLAYPOOL	COPPER	MAPLE LEAF ST	WILSON AV	515	L(80)	M(80)	M(60)				M(90)						30	30		
RAILROAD AVE	0.10	CLAYPOOL	COPPER	MARION ST	CALLE DE LOMA	1,228	L(80)	M(20)	M(50)		M(50)		L(80)						30	30		
RAILROAD AVE	0.64	CLAYPOOL	COPPER	PINEWAY ST	CALLE DE LOMA	512	L(70)	M(20)	M(40)				L(80)		L(50)				50	40		
RANSBERGER HILL	0.20	CLAYPOOL	COPPER	RAILROAD AVE	DEAD END	1,212	L(90)	M(30)	H(90)	M(10)			L(40)		L(10)				30	30		
REAR BROADWAY	0.15	CLAYPOOL	COPPER	BROADWAY	OLD OAK ST	514	M(100)	H(90)	H(10)		M(20)		H(90)						10	10		
RUTH AVE	0.11	CLAYPOOL	COPPER	KINNEMUR AVE	END OF PAVEMENT	1,216	M(90)		L(10)				L(70)		L(5)				60	60		
SHORT ST	0.10	CLAYPOOL	COPPER	RAILROAD AVE	COPPER ST	1,206	L(80)	M(20)	M(50)	M(30)			L(30)		L(30)				40	20		
STAR VIEW RD	0.03	CLAYPOOL	COPPER	MAPLE LEAF ST	STARVIEW DR	1,191	M(60)		L(10)				L(80)						60	50		
UPPER WILSON ST	0.01	CLAYPOOL	COPPER	WILSON ST	END	520	L(70)		L(30)		L(5)		M(90)				✓		50	30		
VANWINKLE AVE	0.22	CLAYPOOL	COPPER	NEW ST	GREER ST.	1,218	L(80)	L(10)					M(100)						70	70		
VERNON ST	0.09	CLAYPOOL	COPPER	GORDON ST	US 60	1,207	L(60)	M(30)	M(90)	L(70)			M(90)						30	30		
WILSON PL	0.20	CLAYPOOL	COPPER	OLD OAK ST	DEAD END	522	L(30)	M(40)		L(30)	M(40)	L(20)	L(90)		L(10)		✓		30	30		
WILSON ST	0.03	CLAYPOOL	COPPER	OLD OAK ST	WILSON PL	521		L(40)				L(80)	L(90)						30	30		
WILSON ST	0.15	CLAYPOOL	COPPER	EL CAMINO	END W. OF PINE WAY	1,202	L(80)	L(20)	M(30)	L(40)									40	40		
COOLEY RANCH RD	0.66	DRIPPING SPRINGS	COPPER	SR-77	DEAD END	683				L(20)			L(10)						50	60		
COOLEY RANCH RD	0.09	DRIPPING SPRINGS	COPPER	COOLEY RANCH RD	DEAD END	684				L(20)					H(10)		✓		40	40		
FAIRGROUND ENTRANCE RD	1.39	FAIRGROUNDS	COPPER	US-60	PRISON RD	465				M(1)					H(2)				90	90		
FAIRGROUND EXIT RD	0.12	FAIRGROUNDS	COPPER	US-60	BOYKIN DR / UNK 27	2,465					L(5)								90	90		
FS 465/EADS WASH	1.20	FS	COPPER	SR-288	NF-465	2,005	L(60)	L(5)		M(30)		H(2)			H(10)				70	70		
ALHAMBRA DR	0.16	GLOBE	COPPER	ARCADIA DR	DAOU DR	499	M(30)		L(30)	L(10)	L(5)		L(10)		H(2)				80	60		
ALHAMBRA DR	0.06	GLOBE	COPPER	US 70	ARCADIA DR	693	L(30)		L(10)	L(10)			L(40)		H(10)				70	60		

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							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Falling Surface		
ARCADIA DR	0.25	GLOBE	COPPER	MONTECITO DR	ALHAMBRA DR	501	L(10)			L(10)			L(10)		L(30)					70	70
BASHAM RD	0.36	GLOBE	COPPER	MONTECITO DR	END OF PAVEMENT	498	L(60)	M(5)	L(60)				L(10)							80	80
BLAKE ST	0.15	GLOBE	COPPER	MOORE ST	END	263	M(50)	M(40)	M(40)		L(5)	H(5)	M(80)					✓		30	10
BLUE RIDGE DR	0.10	GLOBE	COPPER	MONTECITO DR	DEAD END	503	M(30)	M(10)		M(5)		M(5)	M(90)		M(10)			✓		40	40
CENTRAL AVE	0.20	GLOBE	COPPER	TREMONT BLVD	TREMONT BLVD	34	L(80)	M(30)	H(80)	M(30)			M(80)		M(30)		✓	✓		30	10
COPLEN AVE	0.11	GLOBE	COPPER	INDIAN AVE	END OF PAVEMENT	265	L(80)	L(2)	M(10)				L(90)							60	70
COPPER HILLS RD	0.12	GLOBE	COPPER	COPPER HILLS RD	COPPER HILLS RD	1,868									H(10)					80	70
DAOU DR	0.07	GLOBE	COPPER	ARCADIA DR	DEAD END @ ALAHAMBRA	500														80	80
DAYBREAK DR	0.49	GLOBE	COPPER	SAGUARO DR	MONTECITO DR	504	L(90)	M(20)	M(40)	L(10)	L(5)		L(70)		H(2)					60	60
HUNT RIDGE DR	0.08	GLOBE	COPPER	JOSHUA TREE AVE	END OF PAVEMENT	46	M(90)	M(20)	M(20)	H(5)	L(50)		L(50)		M(5)					40	40
INDIAN AVE	0.09	GLOBE	COPPER	BANKER AVE	INDIAN AVE	2,473	L(90)	M(60)	M(70)		L(5)		H(99)							20	30
INDIAN AVE	0.13	GLOBE	COPPER	INDIAN AVE	COPLEN AVE	266	M(70)	M(10)	M(30)	L(10)			M(90)		H(10)					50	30
JESSE HAYES RD - COUNTY	0.26	GLOBE	COPPER	GLOBE CITY LIMITS	FIRE STATION	666	L(40)	L(10)			L(5)	L(5)	L(60)	M(50)	M(5)					60	60
MONROE ST	0.20	GLOBE	COPPER	US-60	7TH ST	1,009	L(60)	M(50)	H(40)	L(20)	L(60)	L(1)	M(40)							40	20
MONTECITO DR	0.17	GLOBE	COPPER	DAYBREAK DR	BLUE RIDGE DR	1,016	L(60)	M(20)	M(40)	M(5)			L(20)		L(5)					50	50
MONTECITO DR	0.42	GLOBE	COPPER	US 70	END OF PAVEMENT	1,043	L(60)		M(70)				L(30)		H(10)					70	70
MONTEREY DR	0.09	GLOBE	COPPER	MONTECITO DR	DEAD END	502	L(10)		M(10)				L(10)		L(2)					80	80
NOBLE DR	0.38	GLOBE	COPPER	SAGUARO DR	DEAD END	989														0	0
PIMA ST	0.09	GLOBE	COPPER	BEG. OF PAVEMENT	DEAD END	487	M(10)	M(10)				M(40)	M(10)				✓	✓	✓	0	0
SAGUARO DR	0.48	GLOBE	COPPER	WALLIMAN RD	END COUNTY RD	505	L(80)	M(70)	M(70)	M(5)			M(90)		M(10)					20	40
SILICATE ST	0.04	GLOBE	COPPER	BLAKE ST	END OF PAVEMENT	262	M(70)						H(100)							10	10
SNELL ST	0.11	GLOBE	COPPER	COPLEN AVE	END OF PAVEMENT	913	H(30)	M(20)	M(20)	M(20)			L(80)		M(6)					40	50
WALLIMAN RD	1.03	GLOBE	COPPER	SAGUARO DR to GLOBE'S WALLIMA	STOCKYARD DR	1,872	M(30)	M(70)	H(30)	M(10)	L(10)		M(90)		H(5)		✓	✓		20	20
ALAMO WY	0.09	ICEHOUSE CANYON	COPPER	ICEHOUSE CYN RD	DEAD END	511	M(80)			L(5)	H(2)		M(80)							30	10
GRAND VIEW DR	0.16	ICEHOUSE CANYON	COPPER	PINALVIEW DR	DEAD END	955	M(70)	M(40)	H(60)	M(5)	L(30)		M(70)							30	20
ICEHOUSE CYN RD	3.59	ICEHOUSE CANYON	COPPER	HAGAN	END OF PAVEMENT/TONTO NAT.FOR.	947	M(90)	M(20)	H(60)	M(30)	M(30)		L(100)		H(5)					30	40
KELLNER CYN	2.09	ICEHOUSE CANYON	COPPER	ICEHOUSE CYN RD	NF-55	948	L(40)	M(5)	L(30)	M(5)	L(5)		M(70)		H(2)					50	60
PINAL VIEW DR	0.41	ICEHOUSE CANYON	COPPER	ICEHOUSE CYN RD	COLES WAY	668	L(80)	M(50)	H(70)	M(5)	L(10)		L(80)		L(5)					30	40
PINAL VIEW DR	0.06	ICEHOUSE CANYON	COPPER	COLES WAY	DEAD END	951	L(70)	M(60)	H(60)				L(80)							30	30
WEVER CIR	0.07	ICEHOUSE CANYON	COPPER	WEVER CIR	WEVER CIR	510	L(80)	M(20)	M(70)	M(5)	L(5)		M(90)							30	30
FS 477/SCHOOL HOUSE PT	2.56	LAKE ROOSEVELT	COPPER	SR-188	SCHOOL HOUSE PT	56	L(80)		L(1)				L(100)							80	80
FS 82/WINDY HILL	2.38	LAKE ROOSEVELT	COPPER	SR-188	DEAD END	2,008	M(20)	M(5)	M(80)	L(5)	L(5)		L(100)							50	60
FS 84/GRAPE CAMPGROUND	0.01	LAKE ROOSEVELT	COPPER	FS 84/GRAPEVINE RD	FS 84/GRAPE CAMPGROUND	2,009	M(100)		L(20)				L(100)							60	60
FS 84/GRAPEVINE RD	2.24	LAKE ROOSEVELT	COPPER	SR-188	DEAD END	2,010	M(90)			M(1)			L(20)							70	60
FS 287 - PINTO VALLEY	0.11	MIAMI	COPPER	US-60 RIGHT OF WAY	NF287B	1,892	M(40)	H(50)	M(60)	M(5)			M(60)		L(30)					20	20
CHEROKEE ST	0.17	MIAMI GARDENS	COPPER	HOSPITAL DR	END	1,400	M(70)	L(10)	M(30)				M(40)							60	40
MIAMI GARDENS	0.34	MIAMI GARDENS	COPPER	DEAD END N. OF CHEROKEE ST	END OF PAVEMENT	261	M(60)	L(10)	L(40)	L(20)			L(40)							50	50
ASH ST	0.15	ROOSEVELT ESTATES	COPPER	MESQUITE ST	PALO VERDE DR	1,236		M(80)	L(30)											20	30
CHOLLA ST	0.15	ROOSEVELT ESTATES	COPPER	PALM ST	END	1,242		M(100)	L(80)	L(20)			L(100)							20	20
COTTON WOOD ST	0.23	ROOSEVELT ESTATES	COPPER	MESQUITE ST	PALO VERDE DR	449		M(80)	L(80)	M(10)			L(100)							20	20
FS 446	0.49	ROOSEVELT ESTATES	COPPER	SCHOOLHOUSE	CHOLLA ST	1,241														90	90
IRONWOOD DR	0.27	ROOSEVELT ESTATES	COPPER	PALM ST	DEAD END	1,237		M(80)	L(70)				L(100)							20	20
MESQUITE ST	0.51	ROOSEVELT ESTATES	COPPER	PALM ST	DEAD END	1,243		M(100)		L(10)										20	20
ORANGE ST	0.13	ROOSEVELT ESTATES	COPPER	PALO VERDE DR	PINE DR	1,234		M(90)	L(15)											20	20
PALM ST	0.16	ROOSEVELT ESTATES	COPPER	CHOLLA ST	PALO VERDE DR	1,240	L(60)	L(50)												30	30
PALO VERDE DR	0.27	ROOSEVELT ESTATES	COPPER	PALM ST	CATTLEGUARD	1,235		M(80)	L(80)	M(10)										20	30
PALO VERDE DR	0.18	ROOSEVELT ESTATES	COPPER	ASH ST	COTTON WOOD ST	1,239		M(70)	L(30)											20	20
PINE DR	0.14	ROOSEVELT ESTATES	COPPER	ORANGE ST	ASH ST	1,233		M(80)	L(30)											20	20
PINE DR	0.04	ROOSEVELT ESTATES	COPPER	PALM ST	END	1,238						M(50)	M(80)							20	20
ROOSEVELT ESTATES RD	1.07	ROOSEVELT ESTATES	COPPER	SR 188	COTTON WOOD ST	450	L(80)	M(20)	M(40)	L(20)			L(100)	L(10)	L(5)					40	60
JAVELINA TR	0.11	ROOSEVELT RESORT	COPPER	QUAIL DR	END OF PAVEMENT	1,254		M(70)		L(20)			M(100)							20	20
QUAIL DR	0.11	ROOSEVELT RESORT	COPPER	STAGECOACH TR	JAVELINA TR	1,253		M(40)			H(30)									20	10
STAGECOACH TR	0.86	ROOSEVELT RESORT	COPPER	SR 88	ANTELOPE TR	451		M(100)		L(30)										20	20
SAN CARLOS DR	1.41	SAN CARLOS DR	COPPER	AZ 77	DEAD END	473	M(50)	M(10)	H(70)		L(10)		L(90)	L(5)	H(5)					30	30
SAN CARLOS LN	0.08	SAN CARLOS DR	COPPER	SAN CARLOS DR	CUL DE SAC	471	M(30)	M(40)	H(70)	L(20)			L(10)							20	30

Gila County Paved Roadway Inventory and Conditions
Copper Region

ROAD NAME	LENGTH	COMMUNITY	REGION	BEGIN REF	END REF.	ROAD NUMBER	Pavement Distresses (Typical Severity)									General Site Conditions				Initial Visual Condition Rating	Final Overall Condition Rating
							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Falling Surface		
SAN CARLOS WAY	0.07	SAN CARLOS DR	COPPER	SAN CARLOS DR	END	472	M(60)	M(30)	M(90)					L(90)						30	10
ACOMA AVE	0.06	SIX SHOOTER CANYON	COPPER	TAOS ST	PUEBLO ST	981	L(70)	M(10)	H(40)	L(30)			L(30)							40	30
BROWNING AVE	0.04	SIX SHOOTER CANYON	COPPER	COLT AVE	DEAD END	508	L(90)	L(5)	M(90)	L(10)			L(80)							40	30
CHEROKEE RD	0.60	SIX SHOOTER CANYON	COPPER	SIX SHOOTER CANYON RD	SPRINGFIELD RD	976	L(70)	M(50)	M(50)	M(30)	L(10)		L(30)				✓			30	40
COLT AVE	0.20	SIX SHOOTER CANYON	COPPER	WINCHESTER RD	SPRINGFIELD RD	969	L(80)	M(60)	M(40)	L(20)			L(40)							30	50
COLT DR	0.06	SIX SHOOTER CANYON	COPPER	REMINGTON RD	WINCHESTER RD	971	M(20)	M(60)	M(40)	M(10)			L(40)							30	40
DERRINGER DR	0.02	SIX SHOOTER CANYON	COPPER	SPRINGFIELD RD	DEAD END	975	H(10)	M(30)	M(80)	L(10)	L(10)		L(70)							30	30
HOPI AVE	0.22	SIX SHOOTER CANYON	COPPER	PUEBLO AVE	CHEROKEE RD	977	L(90)		L(30)						H(50)					60	60
HOPI AVE	0.22	SIX SHOOTER CANYON	COPPER	PUEBLO AVE	KIVA AVE	2,470	M(70)	M(50)	M(60)	L(10)			M(80)							30	30
KIVA AVE	0.07	SIX SHOOTER CANYON	COPPER	ZUNI ST	HOPI AVE	978	L(80)	M(60)	H(50)	L(20)	L(10)		M(90)							30	10
MARLIN DR	0.16	SIX SHOOTER CANYON	COPPER	SIX SHOOTER CANYON RD	SHARPS AVE	966	L(40)	M(40)	M(70)				L(60)							30	50
NAVAJO AVE	0.09	SIX SHOOTER CANYON	COPPER	PUEBLO ST	ZUNI ST	982	L(80)	M(70)	M(20)	M(5)	L(10)		M(70)							30	20
PUEBLO ST	0.17	SIX SHOOTER CANYON	COPPER	SIX SHOOTER CANYON RD	CUL DE SAC	979	L(70)	M(30)	M(50)	M(20)	L(10)		L(90)							30	40
REMINGTON RD	0.21	SIX SHOOTER CANYON	COPPER	SIX SHOOTER CANYON RD	SUPAI RD	509	L(70)	M(60)	M(40)	M(5)			M(90)		L(5)					30	30
SAVAGE DR	0.13	SIX SHOOTER CANYON	COPPER	SHARPS AVE	DEAD END	965	M(30)	M(50)	M(60)				L(70)							30	50
SHARPS AVE	0.24	SIX SHOOTER CANYON	COPPER	SAVAGE DR	SPRINGFIELD RD	667	L(80)	M(95)	M(5)		L(5)		L(30)							20	30
SHARPS AVE	0.21	SIX SHOOTER CANYON	COPPER	SAVAGE DR	DEAD END	967	L(90)	M(70)	M(30)	L(30)	L(5)		M(70)							20	20
SIX SHOOTER CANYON RD	0.25	SIX SHOOTER CANYON	COPPER	ICEHOUSE CYN RD	GILA PUEBLO COLLEGE RD	2,484														80	80
SIX SHOOTER CANYON RD	2.11	SIX SHOOTER CANYON	COPPER	GILA PUEBLO COLLEGE RD	END OF PAVEMENT/CATTLEGUARD	993	L(70)	M(40)	H(60)	M(10)	L(10)		L(70)							30	30
SMITH DR	0.05	SIX SHOOTER CANYON	COPPER	SPRINGFIELD RD	WESSON RD	974	M(50)	M(30)	H(40)	L(20)			L(60)							30	10
SPRINGFIELD RD	0.78	SIX SHOOTER CANYON	COPPER	WINCHESTER RD	SHARPS AVE	960	L(90)	M(90)	M(10)		L(5)		M(70)							30	40
SPURLOCK DR	0.07	SIX SHOOTER CANYON	COPPER	SIX SHOOTER CANYON RD	DEAD END	964	L(80)	M(40)	M(70)	H(5)	L(5)		M(90)		H(5)		✓			30	30
SUPAI RD	0.15	SIX SHOOTER CANYON	COPPER	REMINGTON RD	END OF PAVEMENT	970	L(90)	M(50)	M(50)	M(10)			L(100)		H(5)					30	40
TAOS ST	0.05	SIX SHOOTER CANYON	COPPER	NAVAJO AVE	ACOMA DR	980	M(70)	L(10)	H(30)	L(40)			L(20)							40	40
UNK96	0.03	SIX SHOOTER CANYON	COPPER	SHARPS AVE	SPRINGFIELD RD	968	L(90)	M(60)	M(40)	M(20)	L(5)		L(90)							20	10
WESSON RD	0.08	SIX SHOOTER CANYON	COPPER	SMITH DR	END OF PAVEMENT	973	M(50)	M(20)	H(40)	L(20)			L(60)							30	10
WINCHESTER RD	0.08	SIX SHOOTER CANYON	COPPER	SIX SHOOTER CANYON RD	SPRINGFIELD RD	972	L(80)	M(60)	M(40)	L(20)	L(5)		M(70)							30	40
ZUNI ST	0.11	SIX SHOOTER CANYON	COPPER	SIX SHOOTER CANYON RD	NAVAJO AVE	983	L(70)	M(70)	M(40)	M(20)			M(60)							20	40
BIGHORN TR	0.02	WHEATFIELDS	COPPER	GREEN AVE	DEAD END	244	L(80)						L(100)							50	40
BIXBY RD	3.06	WHEATFIELDS	COPPER	PINAL CREEK RD	END OF PAVEMENT/QUARRY	474	M(70)	H(60)	L(60)	L(10)	M(1)		L(100)		M(2)					40	40
COBALT DR	0.04	WHEATFIELDS	COPPER	GREEN AVE	END	1,258	M(70)													50	30
GREEN AVE	0.29	WHEATFIELDS	COPPER	BIG HORN TER	COLBALT DR	1,259	M(60)	M(40)	M(50)	M(5)			L(100)		L(2)					20	40
HICKS DR	2.94	WHEATFIELDS	COPPER	WILBANKS DR	HICKS DR	461	M(70)	M(20)	H(30)	L(30)	L(1)		L(100)		M(4)					40	40
HICKS RD	0.21	WHEATFIELDS	COPPER	OLD HWY 188	WILBANKS DR	462	M(30)	M(40)	M(30)	M(5)					M(5)					50	50
HOOPES RD	0.38	WHEATFIELDS	COPPER	BIXBY RD	END/PAVEMENT/PINAL CREEK RD	483	M(70)	H(80)	H(40)	L(40)	M(1)		L(30)		L(10)					30	40
QUAIL RIDGE RD	0.25	WHEATFIELDS	COPPER	BIXBY RD	END	479	L(5)						L(100)							80	90
SAFFRON DR	0.05	WHEATFIELDS	COPPER	GREEN AVE	DEAD END	1,257	M(90)	L(10)	M(20)						H(10)					40	20
VERMILION DR	0.14	WHEATFIELDS	COPPER	WILBANKS DR	END	1,260	M(20)	M(30)							L(1)					40	60
WHEATFIELDS RD	3.84	WHEATFIELDS	COPPER	CATTLEGUARD	SR 188 CATTLEGUARD	246	M(20)	M(20)	H(70)				L(93)	L(5)	M(2)					40	40
WILBANKS DR	0.21	WHEATFIELDS	COPPER	HICKS DR	VERMILION DR	460		M(80)	M(50)	M(10)					M(5)					30	50

Gila County Paved Roadway Inventory and Conditions

Timber Region

ROAD NAME	LENGTH	COMMUNITY	REGION	BEGIN REF	END REF.	ROAD NUMBER	Pavement Distresses (Typical Severity)									General Site Conditions				Initial Visual Condition Rating	Final Overall Condition Rating
							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Failing Surface		
FS 405/BEAR FLATS	0.07	BEAR FLATS	TIMBER	SR-260	END OF PVMT	1,167														100	0
FS 199A/BEAVER FLAT RD	0.30	BEAVER FLATS	TIMBER	FS199	BEAVER VALLEY ESTATES	325	L(10)								M(10)					80	80
SLEEPY HOLLOW DR	0.80	BEAVER FLATS	TIMBER	BEAR FLAT	END	1593	L(5)								M(10)			✓		80	80
CHRISTOPHER CREEK LOOP	2.09	CHRISTOPHER CREEK	TIMBER	SR-260	SR-260	2,002	L(30)			L(10)	L(2)									80	80
COLCORD RD	1.00	COLCORD	TIMBER	1.1 MILE MARKER	2.1 MILE MARKER	2474	L(10)													90	90
FS 291/COLCORD RD BUS LOOP	1.10	COLCORD	TIMBER	SR-260	1.1 MILE MARKER	1,145	L(40)	L(5)		M (50)					L(30)					80	80
BLACK MTN RD	0.03	DEER CREEK	TIMBER	DEER CREEK DR	CUL DE SAC	1,180		L(5)	L(100)		M(5)		L(30)							60	50
BUGGY WHEEL CRT	0.09	DEER CREEK	TIMBER	WINDMILL RD	DEAD END	1,175	L(40)			L(10)			L(30)							70	60
CATCLAW RD	0.03	DEER CREEK	TIMBER	DEER CREEK DR	DEAD END	1,178			L(100)				L(30)							70	70
DEER CREEK DR	1.18	DEER CREEK	TIMBER	SR 87 SOUTHBOUND	END OF LOOP	1,048	L(60)	L/M(40)	L(20)	L(20)	L(5)		L(30)					✓	✓	40	40
FOUR PEAKS	0.09	DEER CREEK	TIMBER	DEER CREEK DR	CUL DE SAC	1,179	L(50)	L(20)		M(10)	M(5)		L(40)							60	60
LUCKY LN	0.15	DEER CREEK	TIMBER	DEER CREEK DR	CUL DE SAC	1,177	L(50)	L(15)		M(20)	M(5)		L(30)		M(10)			✓		50	50
MT ORD CIR	0.04	DEER CREEK	TIMBER	DEER CREEK DR	CUL DE SAC	1,176	L(60)	L/M(40)	L(30)	M(30)	L(5)		L(30)						✓	10	10
WINDMILL RD	0.15	DEER CREEK	TIMBER	DEER CREEK DR	CUL DE SAC	1,047	L(50)	M(15)		M(20)	L(10)		L(30)							50	50
DETROIT DR	0.18	EAST VERDE ESTATES	TIMBER	JOAN DR	VERDE ESTATES RD	336	L(20)	L(10)		M(30)			L(30)		M(30)		✓	✓	✓	70	70
FS 622/E VERDE ESTATES RD	0.42	EAST VERDE ESTATES	TIMBER	SR 87/FS622 E VERDE ESTATES	E VERDE ESTATES RD	337	L(20)	M(30)		M(20)			L(30)	L/M(30)	L (30)	✓	✓	✓		40	40
JEP PL	0.03	EAST VERDE ESTATES	TIMBER	CHELSEA DR	ELEANOR DR	1,618		H(50)		H(100)			H(100)		H(100)	✓	✓	✓	✓	0	0
FS 412/GIBSON RANCH RD	2.56	GIBSON RANCH	TIMBER	SR-87	END OF PAVEMENT/CATTLEGUARD	706	L(40)	L(10)		M(20)			L(30)		L/M(20)		✓	✓	✓	60	60
FS 417/GISELA RD	5.23	GISELA	TIMBER	CATTLEGUARD AT MP 2	GISELA LANDFILL RD	176	L(50)	M(30)		M(30)	L(10)		L(30)		L/M(20)			✓	✓	30	30
SYCAMORE LN	0.37	GISELA	TIMBER	FS 417/GISELA RD	SYCAMORE LN	1,074	L(20)			M(5)			L(20)					✓		80	80
FS 113 - HUNTER CREEK DR	0.78	HUNTER CREEK	TIMBER	CHRISTOPHER CREEK LOOP	WILD CAT CIRCLE	2,003	L(20)	M/H(20/40)		L(30)				L/M(20)					✓	50	40
CAMP TONTOZONA RD	0.27	KOHL'S RANCH	TIMBER	CAMP TONTOZONA	CAMP TONTOZONA	2,011														100	100
KOHL'S RANCH ACCESS	0.35	KOHL'S RANCH	TIMBER	SR-260	DEAD END	1,121	L(10)													80	80
FS 526/CHOLLA BAY	0.73	LAKE ROOSEVELT	TIMBER	SR-188	DEAD END	2,007	L(30)	L(20)		L(20)			L(30)		L(40)			✓		60	50
APACHE DR	0.18	MESA DEL CABALLO	TIMBER	BANADA RD	TOYA VISTA RD	1,598	L(20)	L/M(10)		L/M(40)	L(5)		L(30)		L(10)					60	60
APPLE HILL	0.02	MESA DEL CABALLO	TIMBER	VISTA DEL NORTE	DEAD END	2,000	L(20)			L(20)			L(60)							60	70
BANADA RD	0.08	MESA DEL CABALLO	TIMBER	MESCALERO RD	DEAD END	1,599	L(20)	L/M(10)		M(30)			L(30)		L(10)				✓	50	50
BARRANCA RD	0.17	MESA DEL CABALLO	TIMBER	MESA DEL CABALLO RD	TOYA VISTA RD	1,600	L(20)	M/H(30)		M(30)		M(5)	L(30)		L(10)			✓	✓	30	30
CABALLERO RD	0.67	MESA DEL CABALLO	TIMBER	FS 199/HOUSTON MESA RD	VISTA DEL NORTE	1,610	L(30)	M(40)		M(20)	L(5)	L(5)	L(30)		L/M(20)		✓	✓	✓	40	40
CAMINO REAL	0.21	MESA DEL CABALLO	TIMBER	TOYA VISTA RD	STALLION RD	1,605	L(20)	M(30)		M/H(30)			L(30)		L(20)			✓	✓	40	50
CHERRY ANN LN	0.27	MESA DEL CABALLO	TIMBER	MESA DEL CABALLO RD	TOYA VISTA RD	1,602	L(20)	M(5)		M/H(30)	M(5)	L(1)	L(30)		L(20)			✓		50	50
CORTITA RD	0.07	MESA DEL CABALLO	TIMBER	STALLION RD	CAMINO REAL	1,606	L(30)	M(70)		M(30)		L(2)	L(30)					✓	✓	30	30
DEAD EYE RD	0.10	MESA DEL CABALLO	TIMBER	MESA DEL CABALLO RD	HOUSTON MESA RD	328	L(20)	M/H(30)		M(30)		L(2)	L(20)		L(25)				✓	40	40
FS 64/CONTROL RD	0.10	MESA DEL CABALLO	TIMBER	NEAL DR	HOUSTON MESA RD	2475	L(20)	L(10)		L(10)					M(10)					70	70
FS 199/HOUSTON MESA RD	6.50	MESA DEL CABALLO	TIMBER	SR-260	BRIDGE	696	L(20)			L(20)					L(10)			✓		80	80
GUNSIGHT RIDGE	0.28	MESA DEL CABALLO	TIMBER	TOYA VISTA RD	MESA DEL CABALLO RD	1,603	L(30)	L/M(10)		M/H(20)			L(30)		L(10)					50	60
HOUSTON MESA RD	1.25	MESA DEL CABALLO	TIMBER	BRIDGE	2ND BRIDGE CROSSING	2478	L(30)	M/H(30)		M(20)	H(5)		M(10)	M(5)	M(20)					40	40
HOUSTON MESA RD	0.71	MESA DEL CABALLO	TIMBER	2ND BRIDGE CROSSING	3RD BRIDGE CROSSING	2477	L(30)	M(20)		M(20)					M(20)					50	50
HOUSTON MESA RD	1.27	MESA DEL CABALLO	TIMBER	3RD BRIDGE CROSSING	CONTROL RD	2476	L(30)	M(30)		M(20)	H(30)				M(20)					40	30
MESA VISTA EAST	0.07	MESA DEL CABALLO	TIMBER	STALLION RD	MESA VISTA WEST	333	L(30)	M(10)		M/H(30)	M(5)		L(30)		L(10)			✓	✓	40	20
MESA VISTA WEST	0.07	MESA DEL CABALLO	TIMBER	STALLION RD	MESA VISTA EAST	1,604	L(20)			L/M(30)			L(30)		L(10)			✓		60	60
MESCALERO RD	0.21	MESA DEL CABALLO	TIMBER	TOYA VISTA RD	MESA DEL CABALLO RD	329	L(30)	M/H(40)		M/H(40)	M(5)	L(3)	L(30)		L(10)			✓	✓	30	40
PALOMA VISTA	0.17	MESA DEL CABALLO	TIMBER	MESA DEL CABALLO RD	BARRANCA RD	1,601	L(30)	M/H(30)		M/H(30)		L(5)	L(50)		L(10)				✓	40	20
PIEDRA RD	0.07	MESA DEL CABALLO	TIMBER	TOYA VISTA RD	CORTITA RD	1,607	L(20)	L(5)		M(30)			L(20)		L(5)					50	50
SEPIA RD	0.09	MESA DEL CABALLO	TIMBER	MESA DEL CABALLO RD	PALOMA VISTA	330	L(20)	M/H(30)		M/H(40)			M/H(30)		L(10)				✓	30	30
STALLION RD	0.36	MESA DEL CABALLO	TIMBER	VISTA DEL NORTE	TOYA VISTA RD	327	L(20)	L/M(20)		L/M(20)			L(20)		L(10)			✓		60	70
STALLION RD	0.03	MESA DEL CABALLO	TIMBER	HOUSTON MESA RD	VISTA DEL NORTE	1,608	L(20)			L(10)			L(30)							80	70
TOYA VISTA RD	0.67	MESA DEL CABALLO	TIMBER	VISTA DEL NORTE	MESA DEL CABALLO RD	332	L(20)	M/H(30)		M(30)			L/M(30)		L(10)			✓	✓	30	30
VAQUERO DR	0.10	MESA DEL CABALLO	TIMBER	MESA DEL CABALLO RD	VISTA DEL NORTE	1,597	L(20)			M(30)	L(5)		L(20)		L(20)					60	70
VISTA DEL NORTE	0.51	MESA DEL CABALLO	TIMBER	STALLION RD	TOYA VISTA RD	1,609	L(20)	M(5)		M/H(20)			L(20)		L(20)			✓		50	60
FS 3585 / OXBOW TRL	0.16	OXBOW ESTATES	TIMBER	SR 87	OX BOW ESTATES RD	173				L(10)			L(20)		L(10)			✓		80	90
OX BOW ESTATES RD	0.73	OXBOW ESTATES	TIMBER	FS 3585 / OXBOW ESTATES	LEES WAY	405				L(10)			L(20)		L(10)			✓		80	80
FS 406 / DOLL BABY RANCH RD	5.87	PAYSON	TIMBER	FS 406 / DOLL BABY RANCH RD	FS 406 / DOLL BABY RANCH RD	2,004	L(5)			L(5)					L(10)		✓	✓		90	90
ALVA DR	0.10	PINE	TIMBER	WHISPERING PINE RD	SQUIRREL RD	1,736	L(30)	M/H(50)		L/M(30)		H(2)	M/H(20)		M(30)			✓	✓	20	10
APACHE TR	0.38	PINE	TIMBER	MOHAWK ST	WARREN DR	1,712	L(10)	M(10)		L/M(20)		M(1)	L(20)		M(30)					60	50

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							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Failing Surface		
APACHE TR	0.18	PINE	TIMBER	MOGOLLON VISTA	WARREN DR	1,713	L(10)	L/M(10)		L/M(20)			L(20)		M(30)			✓	✓	70	50
BARKER DR	0.08	PINE	TIMBER	BEG. OF PAVEMENT	CUL DE SAC	1,671	L(30)	M(30)		L/M(10)			L(30)					✓		40	60
BLOODY BASIN RD	0.20	PINE	TIMBER	WARREN DR	TONTO DR	1,702	L(30)	M(10)		M(10)			M(40)		M(10)	✓		✓		50	50
BRADSHAW DR	1.61	PINE	TIMBER	SR 87	SOUTHARD DR	1,679	L(20)	L(10)		L/M(10)			L(10)		L(10)			✓		70	50
BUNNY HOLLOW DR	0.13	PINE	TIMBER	MISTLETOE DR	CUL DE SAC	1,536	L(30)	L(20)		L(20)	L(5)		L(20)					✓		60	40
CEDAR MEADOW LN	0.36	PINE	TIMBER	PINE CREEK CNYN RD	HOLLY DR	1,544	L(20)	L(5)		L(20)			L(10)		L(20)			✓		70	50
CLETUS RAY RD	0.21	PINE	TIMBER	BRADSHAW DR	CUL DE SAC	364	L(40)	L(10)		L/M(30)		L(2)	L/M(10)		L(20)			✓		60	60
CYPRESS ST	0.25	PINE	TIMBER	PINE CONE TR	VALLEY VIEW DR	358	L(30)	L(10)		L/M(20)			L(10)		M(20)		✓	✓		70	70
FAIRHOLM DR	0.14	PINE	TIMBER	TERRA PINE	CUL DE SAC	368	L(60)	LL(30)		L(20)			L(10)		L(10)			✓		50	50
FARA DR	0.13	PINE	TIMBER	CLETUS RAY RD	CUL DE SAC	1,673	L(40)	L(30)		L/M(10)			L/M(50)		L(30)			✓		40	60
FAWN RIDGE DR	0.12	PINE	TIMBER	WHISPERING PINE RD	END OF PAVEMENT	637	L(50)	L(20)		L/M(20)	L(5)		L(20)		L(10)			✓		50	60
FULLER DR	0.25	PINE	TIMBER	JAN DR	SOUTH RD	1,662	L(30)			L(10)	L(5)		L(30)		L(10)			✓		80	60
HALL LN	0.08	PINE	TIMBER	WARREN DR	HARDSCRABLE MESA RD	636	L(30)	M(40)		L/M(30)		L(2)	L(30)		L(30)			✓	✓	40	40
HARDSCRABBLE MESA RD	0.56	PINE	TIMBER	HALL LN	SOUTHARD DR	363	L(20)			L(10)										80	80
HARDSCRABBLE MESA RD	0.49	PINE	TIMBER	SR 87	HALL LN	1,726	L(20)			L(10)	L(5)									80	80
HOLLY DR	0.37	PINE	TIMBER	CEDAR MEADOW LN	MISTLETOE DR	1,543	L(20)	L(5)		L(10)			L(10)		L(10)			✓		80	60
HUNT DR	0.04	PINE	TIMBER	WARREN DR	END OF PAVEMENT	1,701	L(20)	L(5)		L(20)			L(20)		M(20)			✓		70	70
JAN DR	0.70	PINE	TIMBER	BRADSHAW DR	BRADSHAW DR	1,676	L(30)			L(10)			L(5)		L(20)			✓		80	80
JUNIPER LP	0.66	PINE	TIMBER	TRAILS END DR	TRAILS END DR	1,557	L(10)			L(10)			L(30)		L(20)			✓		80	80
KARLA CT	0.07	PINE	TIMBER	MISTLETOE DR	CUL DE SAC	1,532		L(10)	L/M(86)	L(20)			L(30)		L(10)			✓		40	40
KYSAR WAY	0.28	PINE	TIMBER	JAN DR	SOUTHARD CIR	1,682	L(20)	M(40)		M(20)			L(30)		L(20)			✓	✓	40	20
MARCY WAY	0.42	PINE	TIMBER	BRADSHAW DR	BRADSHAW DR	1,668	L(50)			L(30)			L(20)		L(20)			✓		60	50
MARI CIR	0.10	PINE	TIMBER	FARA DR	CUL DE SAC	1,672	L(10)	M(40)		L/M(20)		H(2)	M(50)		L(20)			✓	✓	40	40
MARY GAY CIR	0.06	PINE	TIMBER	BRADSHAW DR	CUL DE SAC	365	L(30)						L(10)							70	70
MISTLETOE DR	0.79	PINE	TIMBER	EVERGREEN PL	WHISPERING PINES	1,537	L(20)	L/M(5)		L/M(10)	L(5)		L(10)		L/M(30)			✓		80	80
MOHAWK ST	0.43	PINE	TIMBER	APACHE TR	UTE TR	1,711	L(30)	L(5)		L/M(20)			L(30)		L(20)			✓		70	50
NAVAJO DR	0.07	PINE	TIMBER	HARDSCRABBLE MESA RD	END OF PAVEMENT	1,719	L(20)	M(10)		L(10)		L(5)	L(30)					✓	✓	60	60
OAK LEAF CIR	0.04	PINE	TIMBER	PINE CREEK CANYON RD	DEAD END	352												✓		100	100
OLD COUNTY RD	0.49	PINE	TIMBER	SR 87	BRADSHAW DR	98	L(5)			L(5)										90	90
PINE CONE TR	0.36	PINE	TIMBER	CYPRESS ST	END OF PAVEMENT W. OF WILBUR AV	359	L(10)			L(10)			L(20)		L(20)			✓		70	70
PINE CREEK CANYON RD	0.94	PINE	TIMBER	SR 87	PINE LN	110														100	100
PRINCE DR	0.13	PINE	TIMBER	HARDSCRABBLE MESA RD	DEAD END	1,690	L(20)	M(10)		M(10)	H(50)	H(20)	H(40)					✓	✓	20	0
QUAIL COVE RD	0.15	PINE	TIMBER	TERRA PINE	CUL DE SAC	1,640	L(65)	L(10)		L(20)			L(20)		L(10)			✓		60	40
RANDALL DR	0.03	PINE	TIMBER	FULLER DR	END OF PAVEMENT	1,661	L(30)			L(10)			L(20)					✓		80	80
ROBBIN LN	0.10	PINE	TIMBER	CLETUS RAY RD	CUL DE SAC	1,674	L(60)	L(30)		L/M(30)			L(30)		L(20)			✓		60	60
SHARYN RD	0.37	PINE	TIMBER	BRADSHAW DR	CUL DE SAC	1,667	L(40)	L(5)					L(20)		L(10)					70	50
SOLITUDE TR	0.14	PINE	TIMBER	MISTLETOE DR	CUL DE SAC	639	L(30)	L(5)		L(30)	L(5)	L(20)						✓		60	50
SOLITUDE TR	0.05	PINE	TIMBER	WHISPERING PINE RD	MISTLETOE DR	1,535	L(40)	L(10)		L(20)			L(30)					✓		60	60
SOUTH RD	0.37	PINE	TIMBER	OLD COUNTY RD	FULLER DR	1,656	L(20)			L(10)			L(10)		L(10)			✓		80	80
SOUTHARD DR	0.06	PINE	TIMBER	HARDSCRABBLE MESA RD	BRADSHAW DR	1,686	L(5)						L(10)							90	90
SUNDANCE CIR	0.05	PINE	TIMBER	MISTLETOE DR	CUL DE SAC	1,533	L(50)	L(5)		L(10)	L(10)		L(30)					✓		50	50
SUNDANCE DR	0.12	PINE	TIMBER	MISTLETOE DR	END	1,534	L(40)	L/M(10)		L(10)	L(10)		L(30)					✓		50	50
SUNRISE	0.06	PINE	TIMBER	TRANS END	END LN	350	L(20)			L(10)			L(30)					✓		70	70
TERA LYNN WAY	0.27	PINE	TIMBER	CLETUS RAY RD	CUL DE SAC N. OF BRADSHAW DR	1,675	L(60)	L(25)		L/M(20)			L(10)		L(20)					60	60
TERRA PINE RD	0.16	PINE	TIMBER	WOODLAND WALK	HILLTOP LN	18	L(10)	L(20)		L(40)			L(10)		L(20)			✓		60	40
TONTO DR	0.06	PINE	TIMBER	ORLOFF RD	BLOODY BASIN RD	1,707	L(30)	M(30)		M/H(10)			L(30)		M(30)			✓	✓	40	40
TRAILS END DR	0.06	PINE	TIMBER	PINE CREEK CANYON RD	JUNIPER LP	1,562	L(30)	L(5)		L(10)			L(20)					✓		80	60
UTE TR	0.07	PINE	TIMBER	BEG. OF PAVEMENT	HALL LN	1,714	L(20)	M(10)		L(30)		L(5)	L(30)		L(20)			✓		70	70
UTE TR	0.24	PINE	TIMBER	MOHAWK ST	END OF PAVEMENT AT NAVAJO DR	1,716	L(20)	M(10)		L(30)			L(30)		L(20)			✓		70	70
VALLEY VIEW DR	0.13	PINE	TIMBER	SR 87	PINE CONE TR	360	L(10)			L(10)			L(10)		L(10)					80	80
WARREN DR	0.22	PINE	TIMBER	HALL LN	NAVAJO DR	1,696	L(20)			L(10)			L(20)		L(20)					70	60
WHISPERING PINE RD	0.29	PINE	TIMBER	ALVA DR	END OF PAVEMENT AT FOREST TR	355	L(10)			L(10)					M(20)			✓		80	60
WHISPERING PINE RD	0.95	PINE	TIMBER	SR 87	ALVA DR	356	L(20)			L(10)					L(10)			✓		80	80
ROUND VALLEY RD	0.60	ROUND VALLEY	TIMBER	FS 412/GIBSON RANCH	END OF PMT	705	L(10)			L(20)			L(30)		L(10)		✓	✓		70	70
ANTELOPE DR	0.13	STRAWBERRY	TIMBER	COLUMBINE DR	RIMWOOD RD	1,743	L(10)			L(20)					L(10)			✓		70	80
BAY DR	0.15	STRAWBERRY	TIMBER	FOSSIL CREEK RD	DEAD END	1,822	L/M(50)	M/H(30)		M/H(30)	L/M(20)		M/H(50)		L(10)		✓	✓	✓	10	10

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							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Failing Surface			
BOBS BEND	0.19	STRAWBERRY	TIMBER	DANS HWY	TONTO RIM DR	1,790	L(10)			L(10)					L(10)			✓		80	80	
BONNIE BRAE DR	0.22	STRAWBERRY	TIMBER	BONNIE BRAE LN	PARKINSON DR	374	L(20)			L(10)					L/M(10)			✓		80	80	
BONNIE BRAE LN	0.15	STRAWBERRY	TIMBER	BONNIE BRAE DR	PARKINSON DR	376	L(20)			L(10)	L(5)				L/M(30)			✓		70	70	
CLEONNA DR	0.21	STRAWBERRY	TIMBER	CLEONNA DR	STRAWBERRY DR	1,760	L(5)								L(20)					90	90	
COLTER WY	0.08	STRAWBERRY	TIMBER	JUNIPER RD	CORDY ST	1,819	L(30)	L(5)		L(20)			L(5)		L(5)			✓		60	50	
COLUMBINE DR	0.09	STRAWBERRY	TIMBER	ELK RD	ANTELOPE DR	1,744	L(5/10)	L(5)		L(20)					L(20)			✓		70	60	
COYOTE DR	0.93	STRAWBERRY	TIMBER	WILD TURKEY LN	END	1,802	L(30)	L(5)		L(30)	L(5)				L(20)			✓		60	50	
DANS HWY	0.25	STRAWBERRY	TIMBER	RIMWOOD RD	FOSSIL CREEK	1,793	L(20)	L(5)		L(20)					L(20)			✓		80	80	
DIME DR	0.09	STRAWBERRY	TIMBER	FOSSIL CREEK RD	CUL DE SAC	1,821	L(30)	L(10)		L(20)	L(5)		L(10)		L(20)			✓		60	40	
FOSSIL CREEK RD	3.40	STRAWBERRY	TIMBER	SR 87	END OF PAVEMENT	1,823	L(10)			L(10)	L(5)				L(20)			✓		80	80	
FULLER RD	0.51	STRAWBERRY	TIMBER	FOSSIL CREEK RD	CATTLEGUARD	1,831	L(10)	L(10)		L(20)	L(20)				L(20)			✓		60	40	
GLEN STRAUN DR	0.08	STRAWBERRY	TIMBER	BONNIE BRAE LN	END OF PAVEMENT	377	L(10)			L(20)	L(5)				L(10)			✓		70	70	
JAMES CIR	0.07	STRAWBERRY	TIMBER	BOBS BEND	CUL DE SAC	1,788	L(10)			L(10)					L(5)			✓		80	80	
JUDY LN	0.13	STRAWBERRY	TIMBER	CLEONNA DR	LOUTHIAN LN	1762	L(5)			L(10)										80	80	
LOUTHIAN LN	0.20	STRAWBERRY	TIMBER	CLEONNA DR	SR 87	1,758	L(10)			L(10)	L(5)				L(10)			✓		80	80	
LOUTHIAN LN	0.48	STRAWBERRY	TIMBER	JUDY LN	WINGFIELD WY	1,764	L(10)			L(10)					L(10)			✓		80	80	
LUFKIN DR	0.65	STRAWBERRY	TIMBER	STRAWBERRY LN	DEAD END	1,774	L(10)	L(5)		L(10)	L(5)	L(1)			L(10)			✓		70	50	
MARYS WY	0.36	STRAWBERRY	TIMBER	TONTO RIM DR	DANS HWY	1,791	L(20)	L(10)		L(10)					L(10)			✓		80	80	
NASH TR	0.12	STRAWBERRY	TIMBER	CLEONNA DR	LOUTHIAN LN	1759	L(5)													90	90	
PARKINSON DR	0.40	STRAWBERRY	TIMBER	SR 87	END OF PAVEMENT	1,833	L(30)	L(10)		L(30)	L(10)				L(10)			✓		60	40	
RALLS DR	1.13	STRAWBERRY	TIMBER	SR 87	FULLER RD	1,843	L(10)	L(2)		L(20)	L(10)				L/M(20)			✓		70	60	
RIM VIEW LOOP	0.04	STRAWBERRY	TIMBER	RALLS DR	CUL DE SAC	1,841	L(30)	L(10)	L(30)	L/M(20)					L(20)			✓		40	40	
RIMWOOD DR	0.16	STRAWBERRY	TIMBER	RIMWOOD RD	TONTO RIM DR	1,783	L(10)	L(5)		L(5)		L(1)			L(10)			✓		80	60	
RIMWOOD RD	0.16	STRAWBERRY	TIMBER	FOSSIL CREEK RD	COLUMBING	1,742	L(10)	L(5)		L(5)					L(10)					80	80	
RIMWOOD RD	0.36	STRAWBERRY	TIMBER	WINGFIELD WY	FOSSIL CREEK RD	1,775	L(10)	L(5)		L(10)					L(10)					80	60	
SPRUCE TR	0.16	STRAWBERRY	TIMBER	PARKINSON DR	END	375	L(10)			L(20)	L(5)				L(10)			✓		70	70	
SPUR LN	0.08	STRAWBERRY	TIMBER	WILD TURKEY LN	TONTO RIM DR	1,803	L(10)			L(10)	L(2)							✓		80	80	
STRAWBERRY LN	0.11	STRAWBERRY	TIMBER	LUFKIN LN	LOUTHIAN LN	1,773	L(10)			L(10)					L(5)			✓		80	80	
TONTO RIM DR	0.80	STRAWBERRY	TIMBER	WILD TURKEY LN	WINGFIELD WY	1,787	L(10)	L(5)		L(20)	L(5)				L(10)			✓		80	80	
WAGON WHEEL WY	0.25	STRAWBERRY	TIMBER	FOSSIL CREEK RD	WILD TURKEY LN	1,806	L(20)	L/M(20)		L/M(30)	L(10)				L(30)			✓		50	30	
WESTERN WY	0.03	STRAWBERRY	TIMBER	CYOTE DR	END OF PAVEMENT	1,801	L(20)	L(5)		L(20)					L(30)			✓		60	50	
WILD TURKEY LN	0.48	STRAWBERRY	TIMBER	SPUR LN	WAGON WHEEL	688	L(20)	L(5)		L(20)					L(30)			✓		60	70	
WILD TURKEY LN	0.23	STRAWBERRY	TIMBER	WAGON WHEEL	CUL DE SAC	1,805	L(60)	L/M(20)		L/M(30)	L(10)	L(5)	L(30)		L(30)			✓	✓	50	50	
WINGFIELD WY	0.05	STRAWBERRY	TIMBER	RIMWOOD RD	LOUTHIAN LN	1,785	L(5)			L(5)					L(10)					80	80	
WINGFIELD WY	0.06	STRAWBERRY	TIMBER	RIMWOOD DR	RIMWOOD RD	1,786	L(5)			L(5)					L(10)					80	80	
BAKER RD	0.10	TONTO BASIN	TIMBER	MULBERRY DR	DEAD END	427				L(20)			L(20)							80	80	
BONANZA CIR	0.14	TONTO BASIN	TIMBER	FS423	END	446	L(15)	L(85)	L(85)	L(10)			L(80)		L(5)					30	30	
BOULDER AVE	0.07	TONTO BASIN	TIMBER	WALNUT SPRINGS BLVD	ROCKY RD	429	L(30)			L(10)			L(30)							70	70	
BUCKHORN TR	0.07	TONTO BASIN	TIMBER	SADDLEBACK RD	DEAD END	718	L(10)			M(15)			L(20)							70	70	
BULL PEN CIR	0.05	TONTO BASIN	TIMBER	FLOURSPAR RD	END	447														40	40	
CHRISTOPHER LN	0.20	TONTO BASIN	TIMBER	CUL-DE-SAC	DOOLEY RD	1447			L(30)	L(20)	M(20)		M(75)			✓				60	40	
CIRCLE D CIR	0.04	TONTO BASIN	TIMBER	PACKARD DR	END	443							M(100)							40	60	
COZY CT	0.02	TONTO BASIN	TIMBER	BUCKHORN TR	CUL DE SAC	233	L(5)						L(30)							80	80	
DEVIL DOG RD	0.05	TONTO BASIN	TIMBER	DRYER DR	DEAD END	1,420	L(30)			L(10)			L(30)							80	80	
DRYER DR	0.45	TONTO BASIN	TIMBER	SR 188	DEAD END	1,421	L(50)	L(15)		M(20)		L(2)	L(30)		M(10)		✓	✓		50	50	
EARL STEVENS RD	0.15	TONTO BASIN	TIMBER	SHREEVE LN	DEAD END	719	L(15)			M(10)		L(2)	L(20)		L(10)			✓		70	50	
ELM ST	0.15	TONTO BASIN	TIMBER	MIMOSA ST	END	1443									L(50)	✓				60	60	
FLOURSPAR RD	0.17	TONTO BASIN	TIMBER	FS423	END	448	L(40)	M(5)							M(15)					40	40	
FOUR PEAKS RD	0.08	TONTO BASIN	TIMBER	WALNUT SPRINGS BLVD	CUL DE SAC	430	L(40)	M(20)		L(20)		L(5)	L(30)							60	60	
FS 423/CLINE BLVD	0.47	TONTO BASIN	TIMBER	FS 423/EWING TRAIL	LAKEVISTA DR	436	L(10)							L(15)	L(2)					80	80	
FS 423/CLINE BLVD	1.73	TONTO BASIN	TIMBER	DOOLEY DR	FLUORSPAR RD	438						L(1)	H(1)		L(3)					80	80	
FS 423/CLINE BLVD	0.21	TONTO BASIN	TIMBER	PACKARD DR	NF-60	439	L(70)		L(2)	L(5)					L(3)					80	50	
FS 423/CLINE BLVD	0.26	TONTO BASIN	TIMBER	FLOURSPAR RD	PACKARD DR	440	L(90)		L(10)			L								80	80	
FS 423/CLINE BLVD	0.19	TONTO BASIN	TIMBER	LAKE VISTA	DOOLEY DR	638									L(3)					80	50	
FS 423/EWING TRAIL	2.46	TONTO BASIN	TIMBER	FS 423/CLINE BLVD	OUTLAW LN	1,461								L(1)	L/M(1)					80	80	
FS 423/EWING TRAIL	1.35	TONTO BASIN	TIMBER	OUTLAW LN	FS 71/GREENBACK CROSSING	2,461									L(1)	L(5)				80	80	

Gila County Paved Roadway Inventory and Conditions
Timber Region

ROAD NAME	LENGTH	COMMUNITY	REGION	BEGIN REF	END REF.	ROAD NUMBER	Pavement Distresses (Typical Severity)										General Site Conditions				Initial Visual Condition Rating	Final Overall Condition Rating
							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Failing Surface			
FS 60 / A CROSS RD	1.05	TONTO BASIN	TIMBER	FS 423/CLINE BLVD	NF-60 A-CROSS RD	1,462	L(30)	M(30)		M(25)	L(5)		L(30)	L(10)					✓	50	50	
FS 661/INDIAN POINT	1.35	TONTO BASIN	TIMBER	NF-60 A-CROSS RD	DEAD END	1,463	L(40)	L(10)		L(30)			L(30)							50	60	
FS 71/GREENBACK CROSSING	0.51	TONTO BASIN	TIMBER	ESCONDIDO RD	FS 423/EWING TRAIL	1,468									L(5)					80	80	
FS 71/GREENBACK CROSSING	0.24	TONTO BASIN	TIMBER	SR 188	OLD HWY 188	1,469	L(10)								L(5)					80	80	
GEORGES CIR	0.02	TONTO BASIN	TIMBER	PACKARD DR	END	442														40	40	
GREENBACK CIR	0.02	TONTO BASIN	TIMBER	MCLELLAN DR	DEAD END	191	L(10)						L(20)							80	80	
GREENBACK DR	0.18	TONTO BASIN	TIMBER	MCLELLAN DR	RIDGE RUN	190	L(5)						L(30)		L(5)					80	80	
HORSE CANYON WAY	0.45	TONTO BASIN	TIMBER	SLATE CREEK TRAIL	DEAD END	418	M(20)	M(15)	(M)60	L(40)			L(40)					✓		40	20	
IRONWOOD LN	0.09	TONTO BASIN	TIMBER	ROCKY RD	WALNUT SPRINGS BLVD	431	L(30)			M(10)			L(30)		L(10)			✓		70	60	
JAVALINA PL	0.10	TONTO BASIN	TIMBER	MULBERRY DR	CUL DE SAC	1,412	L(5)			L(5)			L(20)							80	80	
LAKE VISTA	0.18	TONTO BASIN	TIMBER	CLINE BLVD	END	630			L(10)				M(80)		L(30)	✓				60	50	
LONE CIR	0.05	TONTO BASIN	TIMBER	SR-188	DEAD END	193	L(25)	L(20)		L(15)			L(30)							70	50	
MCLELLAN DR	0.21	TONTO BASIN	TIMBER	SR 188	END OF PAVEMENT	1,408	L(2)													90	90	
MIMOSA ST	0.21	TONTO BASIN	TIMBER	FS423	TRAILS END DR	1444				L(15)			M(80)		L(50)	✓				60	40	
MONUMENT RD	0.05	TONTO BASIN	TIMBER	ROCKY RD	WALNUT SPRINGS BLVD	428	L(50)			L(20)			L(30)							60	60	
MOOSE POINT	0.13	TONTO BASIN	TIMBER	DRYER DR	DEAD END	1417	L(20)			M(30)			L(30)		M(20)					70	70	
MULBERRY DR	0.21	TONTO BASIN	TIMBER	BAKER RD	SUNDANCE LN	1,414	L(30)			L(10)										70	70	
NORTH RD	0.07	TONTO BASIN	TIMBER	SR 188	ROCKY RD	433	L(40)	M(30)		M(20)	L(10)		L(30)							50	50	
OLD HWY 188	0.86	TONTO BASIN	TIMBER	SR-188	SR-188	425	L(40)	M(15)		L(10)			L(20)		L(10)			✓		60	40	
PACKARD DR	0.22	TONTO BASIN	TIMBER	FS423	END	444	L(60)	L(40)	L(80)				L(90)							40	20	
RAINBOW LN	0.10	TONTO BASIN	TIMBER	MULBERRY DR	CUL DE SAC	1,411	L(10)						L(20)							80	80	
RIDGE RUN	0.10	TONTO BASIN	TIMBER	MCLELLAN DR	DEAD END	192	L(2)						L(30)							90	90	
ROCKY RD	0.25	TONTO BASIN	TIMBER	DEAD END N. OF NORTH RD	DEAD END S. OF IRON WOOD LN	432	L(40)			L(20)	L(5)		L(30)		L(10)					60	60	
ROXIES CIR	0.03	TONTO BASIN	TIMBER	PACKARD DR	END	441							M(100)							40	60	
SADDLEBACK RD	0.16	TONTO BASIN	TIMBER	MULBERRY DR	BUCKHORN TR	1,413	L(5)						L(10)							80	80	
SAGUARO RD	0.18	TONTO BASIN	TIMBER	WALNUT SPRINGS BLVD	CUL DE SAC	234	L(50)	M(30)		H(30)			L(30)		M(30)		✓		✓	20	0	
SALLY MAY CIR	0.18	TONTO BASIN	TIMBER	FS423	END	445	L(20)	L(80)	L(80)				L(80)		L(20)					40	30	
SHREEVE LN	0.15	TONTO BASIN	TIMBER	EARL STEVENS RD	END OF PAVEMENT	1,419	L(5)						L(10)					✓		80	80	
SLATE CREEK TR	0.47	TONTO BASIN	TIMBER	SR 188	END	419	L(5)													90	90	
SOUTH RD	0.04	TONTO BASIN	TIMBER	SR 188	WALNUT SPRINGS BLVD	435	L(10)			L(5)			L(5)							80	80	
SYCAMORE LN	0.45	TONTO BASIN	TIMBER	SR 188	END OF PAVEMENT	1,436	L(40)	M(20)		H(20)			L(20)		M(30)		✓		✓	40	30	
TONTO CREEK TR	0.12	TONTO BASIN	TIMBER	MULBERRY DR	END OF PAVEMENT	1,410				L(10)			L(20)							80	80	
TONTO CREEK TR	0.49	TONTO BASIN	TIMBER	SR 188	DEAD END	1,415	L(40)	L(5)		L(10)			L(20)		L(5)			✓		60	50	
WALNUT SPRINGS BLVD	0.34	TONTO BASIN	TIMBER	SAGUARO RD	NORTH RD	434	L(30)			L(20)	L(10)		L(30)		L(5)					70	60	
TONTO CREEK RD	0.52	TONTO CREEK SHORES	TIMBER	FS417/GISELA RD	SADDLEHORN LN	413	L(50)			M/H(10)			L(30)		M(10)			✓		50	50	
CEDAR CIR	0.06	TONTO VILLAGE	TIMBER	STANDAGE DR	DEAD END	1,111				L(10)			L(60)							80	80	
CONTROL RD	1.00	TONTO VILLAGE	TIMBER	SR-260	JOHNSON BLVD	1,847	L(10)			L(30)						✓				60	60	
CONTROL RD	1.04	TONTO VILLAGE	TIMBER	JOHNSON BLVD	END OF PAVEMENT	2479	L(5)			L(10)										90	80	
FITCH LN	0.05	TONTO VILLAGE	TIMBER	CONTROL RD	END	1109	L(10)													90	90	
JOHNSON BLVD	0.43	TONTO VILLAGE	TIMBER	FITCH LN	STANDAGE DR	313	L(10)			L(20)	M(5)				L(5)					80	60	
JOHNSON BLVD	0.50	TONTO VILLAGE	TIMBER	CONTROL RD	FITCH LN	314	L(10)	M(5)		L(30)		L(2)	L(30)				✓		✓	60	60	
MATTHEWS LN	0.04	TONTO VILLAGE	TIMBER	JOHNSON BLVD	END OF PAVEMENT	1,107	L(10)			L(10)		M(2)	L(40)							70	70	
OAK CIR	0.04	TONTO VILLAGE	TIMBER	STANDAGE DR	DEAD END	1,116				L(10)			L(40)							80	80	
PONDEROSA CIR	0.04	TONTO VILLAGE	TIMBER	STANDAGE DR	DEAD END	1,114				L(10)			L(60)							80	80	
STANDAGE DR	0.41	TONTO VILLAGE	TIMBER	TONTO TR	END	699	L(5)			L(10)			L(60)							80	80	
TONTO TRAIL	0.17	TONTO VILLAGE	TIMBER	JOHNSON BLVD	DEAD END	1,110		L(5)		L(10)	M(5)		L(60)							70	60	
VILLAGE CIR	0.05	TONTO VILLAGE	TIMBER	STANDAGE DR	DEAD END	1,112				L(10)			L(60)					✓		80	80	
WINDY GROVE CIR	0.03	TONTO VILLAGE	TIMBER	STANDAGE DR	DEAD END	1,115				L(10)			L(60)							80	80	
WOODLAND CIR	0.05	TONTO VILLAGE	TIMBER	STANDAGE DR	DEAD END	2,014				L(10)			L(60)							80	80	
SCOTT DR	0.04	WHISPERING PINES	TIMBER	FS199/HOUSTON MESA	FS199/HOUSTON MESA	1,582	L(10)			L(10)										80	80	
BAKER RANCH RD	1.02	YOUNG	TIMBER	IKE CLARK PKWY	FS129	1,489	L(10)	M(5/10)		M/H(5/10)		L(2)	L(60)		L(30)		✓		✓	50	60	
BAKER RANCH RD	0.82	YOUNG	TIMBER	SR-288	ZACHARIAE RANCH	1,490	L(10)	M(5)		L(10)			L(30)					✓		70	60	
FS 512/YOUNG RD	4.54	YOUNG	TIMBER	RIFLE BARREL RD	CROUCH MESA NF-116	2,006	L(30)	L/M(15)		L/M(20)	L(10)	M(10)	L/M(40)		M(10)			✓		50	60	
FS 512/YOUNG RD	3.21	YOUNG	TIMBER	SR-260	COLCORD RD	1,518				L(M)5					L(20)			✓		90	90	
GRAHAM BLVD	0.30	YOUNG	TIMBER	SR-298	TEWKSBURY BLVD	1,479	L(10)	L(5)		L(5)			L(20)					✓		80	80	
HAZELWOOD RD	0.44	YOUNG	TIMBER	MIDWAY AVE	PUMA LN	399	L(10)	L/M(5)		M(5)			L(20)					✓		60	60	

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							L&T Cracking	Alligator Cracking	Block Cracking	Edge Cracking	Patching	Potholes	Weath/Rav	Rutting	Ln/Shld Drop Off	Washboard	Erosion	Drainage	Failing Surface		
MIDWAY AVE	0.25	YOUNG	TIMBER	SR-288	HAZELWOOD RD	400	L(10)			L(10)			L(10)					✓		80	80
PUMA LN	0.06	YOUNG	TIMBER	HAZELWOOD RD	DEAD END	398	L(10)			L(10)			L(20)					✓		80	80
TEWKSBURY BLVD	0.50	YOUNG	TIMBER	SR 288	END	1,499				L(10)		L(1)						✓		80	90

APPENDIX D – ROAD SAFETY ASSESSMENT INFORMATION

Broadway Street/El Camino Street Road Safety Assessment



Prepared for:
Gila County Public Works Department

Prepared by:



Arizona Road Safety Assessment Program
Arizona Department of Transportation Traffic Safety Section
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July 2013

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Project Request

The Road Safety Assessment (RSA) of the Broadway Street/El Camino Street intersection was conducted at the request of the Gila County Public Works Department. The study limits included the segment of Broadway Street from US 60 to just east of El Camino Street, and El Camino Street from US 60 to just south of Broadway Street. The road segments being evaluated are shown in Figure 1. The Gila County Transportation Study recommended an RSA at this location, which has traffic conflicts and congestion due to activity at the post office, fire station, Circle K, and other local businesses, with parked vehicles on the intersection corners.

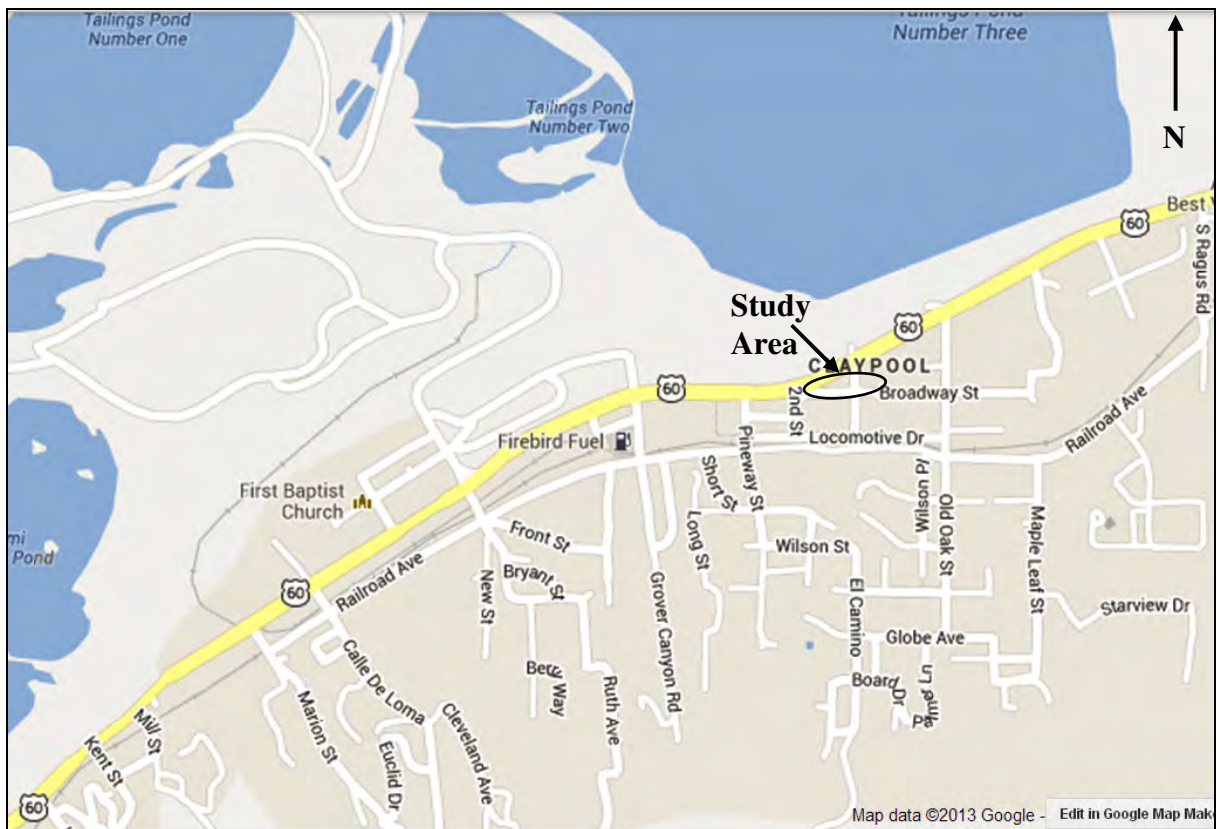


Figure 1: Location Map

RSA Team

The independent, multi-disciplinary RSA team was led by Mike Blankenship, the Arizona RSA Program Manager. The RSA team included:

- Mike Blankenship, P.E., ADOT Traffic Safety Section
- Ruben Casillas, Gila County Public Works
- Brent Crowther, P.E., Kimley-Horn and Associates, Inc.
- Mike Gillette, Gila County Public Works
- Wayne Grainger, ADOT Globe District
- Michael Grandy, P.E., Kimley-Horn and Associates, Inc.
- Mark Guerena, P.E., Gila County Public Works
- Nik Tipuric, ADOT Traffic Design Section

RSA Process

A Road Safety Assessment is a formal examination of user safety of a roadway by an independent, multi-disciplinary team which includes experienced and knowledgeable members. RSAs help promote safety by: identifying a range of safety issues; promoting awareness of safer transportation planning, design, construction, and maintenance practices; integrating multimodal interests; and, more directly considering the effect of human factors, enforcement and education activities, and emergency responder practices.

The RSA team conducted this assessment to the best of its abilities within the time allotted. The initial recommendations are based upon background information provided during the Start-up and Preliminary Findings Meetings, an evaluation of recent crash data, and both day and night field reviews, as discussed in the following paragraphs. This information helped the RSA team identify potential opportunities to improve the safety performance of the Broadway Street/El Camino Street intersection area. These were initially presented at the Preliminary Findings Meeting. While every attempt has been made to identify potential safety issues, the safety performance of the roadway remains the responsibility of the roadway owner and roadway users.

The RSA team is available to provide additional clarification as Gila County Public Works Department reviews and responds to this report and pursues countermeasures.

Start-Up Meeting

The assessment team met with Gila County Public Works and other stakeholders to discuss background information on June 25, 2013 at the Gila County Public Works Administration Building in Globe. In addition to the RSA team members, participants included Marco Olsen, Manny DeAnda, Terry Smith, Tony Grainger, and AJ Howell (Tri-City Fire Department), Mike Johnson (Gila County Sheriff's Office), and Linda Warichak (US Postal Service). Background information presented and discussed at the Start-up Meeting included the following:

- Traffic volumes may be down about 25% due to schools closed for the summer
- Trucks and other large vehicles (trucks pulling boats, RV's, 5th Wheels) on eastbound US 60 use Broadway Street to access Circle K
- This is the busiest of 4 Circle K's in the Globe area, made even busier by the closing of the AM/PM store
- The empty lot behind the post office is owned by Freeport-McMoRan, Inc.
- The pole and bollards on the southwest corner of the Circle K lot have been struck several times

Field Reviews

Daytime field visits were conducted on Tuesday, June 25, 2013 and Wednesday, June 26. A nighttime field visit was also conducted on Tuesday, June 25. The specific times of the site visits can be found on the RSA Agenda in the **Appendix**. The weather was hot and dry. Site reviews consisted of driving and walking the study area and observing road users.

The RSA team noted several existing roadway features that appear to enhance safety in the study area, including:

- Good sign retroreflectivity
- On-street parking helps calm traffic

- Street light on corner provides good lighting at night
- New sidewalk project on south side of Broadway Street

Preliminary Findings Meeting

The RSA team presented the preliminary findings to Gila County Public Works Department staff on Thursday, June 27, 2013. In addition to the RSA team members, participants included Steve Stratton, Steve Sanders, and Shannon Coons (Gila County Public Works Department), Marco Olsen, Manny DeAnda, and Terry Smith (Tri-City Fire Department), and Mike Johnson (Gila County Sheriff's Office). Observations and potential opportunities for improvements were discussed during this meeting.

Physical Roadway Characteristics

Broadway Street and El Camino Street are 2-lane urban collectors with posted speed limits of 25 mph. The 2008 annual average daily traffic (AADT) volume on Broadway Street west of El Camino Street was 781 vehicles per day (vpd); the AADT on El Camino Street north of Broadway Street was 1,490 vpd. Pavement widths on Broadway Street range from 60 to 67 feet, including on-street parking; pavement widths on El Camino Street range from 43 to 53 feet, including on-street parking.

Evaluation of Crash Data

The most recent thirteen years of crash data (2000 through 2012) was obtained from the ADOT Information Technology Group's Safety Data Mart, which is ADOT's crash database. Following is a summary of the crashes occurring during this time period.

According to ADOT data, 24 crashes occurred during the 13-year analysis period on Broadway Street and El Camino Street in the study area. The severity of the 24 crashes is summarized below:

- 2 incapacitating injury
- 2 possible injury
- 20 property damage only

The crash type frequency is summarized below:

- 10 backing (all at the Post Office)
- 9 angle
 - 6 at US 60/El Camino Street
 - 2 of 3 angle crashes at Broadway Street/El Camino Street/Circle K had vision obscured by vehicles parked on the street
- 1 hit and run involving vehicle parked at Post Office
- 4 other

The light conditions of the 24 crashes are summarized below:

- 21 daylight
- 2 dark
- 1 dusk

Site Review Observations and Initial Recommendations

Backing Crashes at Post Office

Forty two (42) percent of the crashes in the study area are backing crashes at the Post Office, with half of these occurring on the north side and half on the east side of the Post Office.

Factors that appear to contribute to these backing crashes include:

- Sight distance of backing motorists is restricted by other parked vehicles (Figure 2)
- Motorists trying to park at the Post Office while vehicles are backing away from the Post Office (Figure 3)
- Higher speeds of eastbound vehicles entering Broadway Street from US 60 (Figure 4)



Figure 2: View of Driver Backing From North Side of Post Office



Figure 3: Motorists Entering and Exiting North Side of Post Office



Figure 4: Eastbound Motorist Approaching Driver Backing From North Side of Post Office

Recommendations to help address backing crashes at the Post Office include:

- Install pavement markings for angle parking on north side of Post Office.
- Install pavement markings for perpendicular parking on east side of Post Office
- Install edgelines along Broadway Street
- Refresh the double yellow centerline on Broadway Street
- Eliminate parking on northeast corner of Post Office through the installation of a raised bulbout or pavement markings
- Reconstruct sidewalk area in front of Post Office, relocating sidewalk closer to the Post Office to gain additional maneuvering space outside of the travel lane for backing vehicles; this will also provide an opportunity to address the elevation difference between the sidewalk and the parking area (Figure 5)



Figure 5: Sidewalk at Post Office

Speeds on Eastbound Broadway Street

Motorists turning from eastbound US 60 to Broadway Street have a short distance (approximately 150 feet) to decelerate from a 40 mph speed zone to a 25 mph speed zone. Because Broadway Street intersects US 60 at a skew, motorists do not have to slow down to make the right-turn maneuver onto Broadway Street. Additionally, Broadway Street is very wide and straight, which may encourage higher speeds. Figure 6 shows the motorists' view as they turn right from US 60 to Broadway Street.

Recommendations to help address high vehicle speeds on eastbound Broadway Street include:

- Use pavement markings to narrow the Broadway Street lane widths to 10 or 11 feet and to force drivers to make more of a turning maneuver to enter Broadway Street from US 60. These could include edge lines, painted islands, angle parking stalls at the Post Office, parallel parking stalls at the Fire Department, and refreshed centerlines.
- If speeding on eastbound Broadway Street is still an issue after marking improvements, consider reconstructing the intersection of US 60 and Broadway Street to force motorists to make more of a 90-degree right-turn movement from a deceleration lane



Figure 6: Motorists' View As They Turn Onto Broadway Street from US 60

Pedestrians

The RSA Team observed numerous pedestrians, and some bicyclists, of varying ages and abilities during the daytime and nighttime field reviews (Figure 7). There are sidewalks in front of the Fire Department, Post Office, and church, and a new sidewalk is being constructed along the south side of Broadway Street south of Circle K. There are no sidewalks along the Circle K frontage. It is recommended that sidewalks be constructed along the Circle K frontage to line up with the existing curb on El Camino Street near US 60.

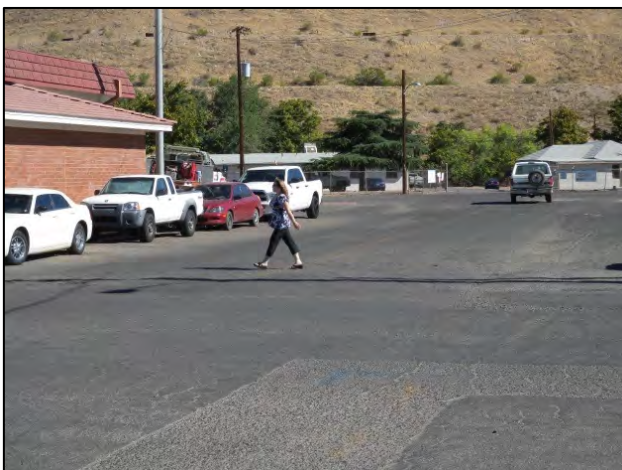


Figure 7: Pedestrians and Bicyclists Observed by RSA Team

Circle K Access

Access at Circle K is uncontrolled, with no defined driveways, which can produce unpredictable motorist behavior related to entering, exiting, and parking maneuvers. The RSA team observed several motorists making diagonal movements across the Broadway Street/El Camino Street intersection into and out of the Circle K property. Other motorists were observed making higher speed left-turns into Circle K after turning right from US 60 (Figure 8). The bollards and utility pole on the southwest corner of the Circle K lot have been struck numerous times (Figure 9). The disorganized parking on the Circle K lot can contribute to sight distance and traffic flow issues (Figure 10).

The Circle K frontage recommendation is to provide defined accesses with standard commercial driveways on Broadway Street and El Camino Street, which can be accomplished in combination with sidewalk construction. These driveways need to accommodate fuel trucks and other large vehicles; location and width of the driveways should be evaluated to meet these needs. The El Camino Street driveway should be located as far from US 60 as possible without adversely impacting intersection operations/safety at the Broadway Street/El Camino Street intersection. If an appropriate and safe location for a driveway on El Camino Street cannot be identified, consider not providing any driveway on El Camino Street. A second Broadway Street driveway may be needed for accessing the garbage dumpsters.



Figure 8: High Speed Left-Turn Movement Into Circle K After Right-Turn from US 60



Figure 9: Bollards and Pole on Southwest Corner of Circle K Lot Have Been Struck by Vehicles

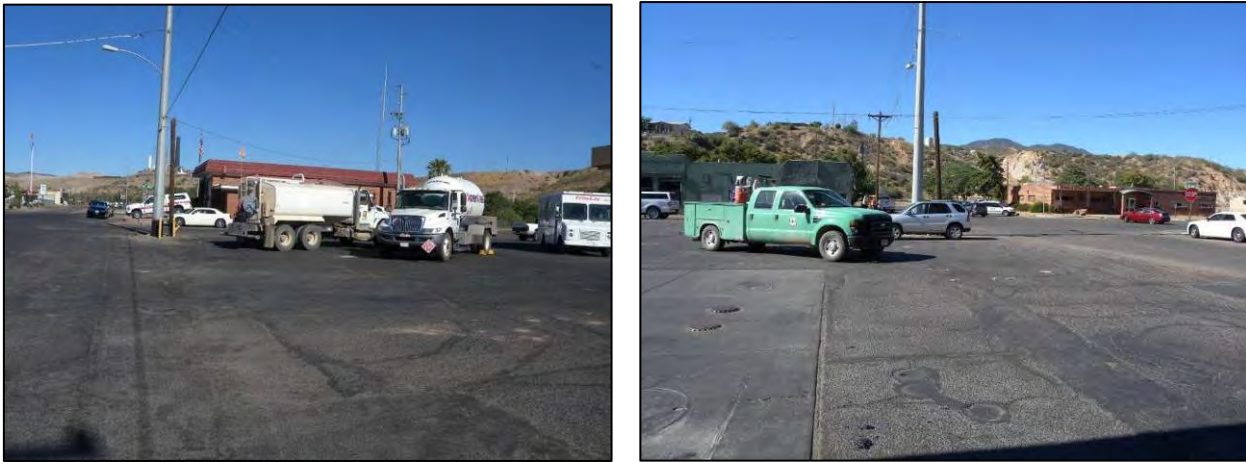


Figure 10: Random Parking In Circle K Lot Can Contribute to Sight Distance and Traffic Flow Issues

Parking

There is on-street parking on El Camino Street and Broadway Street. Parked vehicles can create sight obstructions for motorists (Figure 11). Parking demand for the Post Office and Fire Department appears to be greater than the parking supply.

Parking recommendations include:

- Prohibit parking within 30 feet of intersection with the use of raised or painted bulb-outs on the corners
- Relocate the stop bars closer to the edge of the through travel lane to improve motorists' view around parked vehicles
- Provide additional on-street parking along the right-turn ramp onto US 60
- Pursue an agreement (possibly a land swap) between the LDS Church and Freeport-McMoRan to provide parking along the west side of the Post Office
- Install a street light at the north end of the LDS Church parking lot to make it more secure for nighttime parking of Fire Department employee vehicles
- If sight restrictions persist at the Broadway Street/El Camino Street intersection, evaluate if all-way stop control is warranted and appropriate for this intersection



Figure 11: Sight Obstructions at the Broadway Street/El Camino Street Intersection Created by Parked Vehicles

Left-Turns Onto US 60

Angle crashes involving left-turns from El Camino Street onto US 60 make up 25% of the crashes in the study area. The skewed angle of the intersection makes it more difficult to look left from the El Camino Street approach (Figure 12). The median bullnose has been struck and run over numerous times (Figure 13). Several raised pavement markers (RPMs) are missing from the median bullnose, and the paint on the bullnose is faded (Figure 14).



Figure 12: Skewed Intersection of El Camino Street and US 60

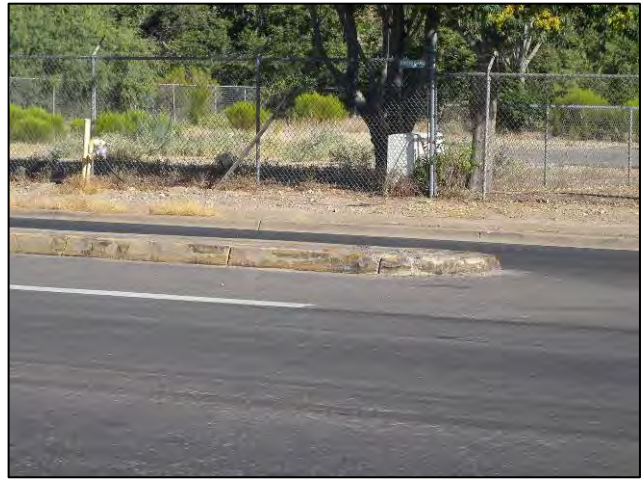


Figure 13: Median Bullnose Has Been Struck and Run Over Numerous Times



Figure 14: Missing RPMs and Faded Paint Make It Difficult to See the Median Bullnose at Night

Recommendations to help address left-turn crashes at the El Camino Street/US 60 intersection include:

- Decrease the length of the median bullnose to provide a better turn radius for vehicles turning left from El Camino Street
- Replace the missing RPMs and refresh the reflective paint on the median
- Install an angled stop bar and centerline to align vehicles on El Camino Street perpendicular to US 60

Pavement Markings

Pavement markings, including centerlines, stop bars, and parking stalls, are faded or non-existent (Figure 15) and should be refreshed. Figure 16 provides a conceptual sketch of the primary recommendations from this report, including a reconstructed US 60/Broadway Street intersection. Figure 17 is a conceptual sketch showing the use of pavement markings to help slow and calm traffic entering Broadway Street from US 60. These sketches are for illustrative purposes only.



Figure 15: Faded Centerlines and Stop Bars



Figure 16: Conceptual Sketch of Suggested Improvements, Including Reconstructed Intersection of US 60/Broadway Street



Figure 17: Conceptual Sketch of Suggested Improvements, Including Use of Pavement Markings for a Re-Designed Intersection of US 60/Broadway Street

Suggested Improvements/Countermeasures

The following table summarizes the RSA team's observations and potential opportunities to improve safety. These suggested improvements/countermeasures are presented as options for consideration; the road owner may also identify other effective alternative improvements and countermeasures. While every attempt has been made to identify potential safety issues and provide countermeasure options, the safety performance of the roadway remains the responsibility of the roadway owner and roadway users.

Next Steps

The RSA Team requests that the road owner prepare a written response that addresses the potential safety issues and countermeasures for consideration highlighted in the following table. This response can be sent to the RSA Program Manager and should identify how each of the safety issues will be addressed or give the basis for why they won't be addressed. The RSA Program Manager can provide an example response letter and the following table in a Word document to assist in the response. Send the response letter to:

Mike Blankenship
Arizona RSA Program
1615 W. Jackson St. MD065R
Phoenix, AZ 85007
mblankenship@azdot.gov

POTENTIAL SAFETY ISSUE	DESCRIPTION	COUNTERMEASURES FOR CONSIDERATION
Backing Crashes at Post Office	<ul style="list-style-type: none"> Forty two (42) percent of the crashes in the study area are backing crashes at the Post Office, with half of these occurring on the north side and half on the east side of the Post Office 	<ul style="list-style-type: none"> Install pavement markings for angle parking on north side of Post Office. Install pavement markings for perpendicular parking on east side of Post Office Install edgelines along Broadway Street Refresh the double yellow centerline on Broadway Street Eliminate parking on northeast corner of Post Office through the installation of a raised bulbout or pavement markings Reconstruct sidewalk area in front of Post Office, relocating sidewalk closer to the Post Office to gain additional maneuvering space outside of the travel lane for backing vehicles; this will also provide an opportunity to address the elevation difference between the sidewalk and the parking area
Speeds on Eastbound Broadway Street	<ul style="list-style-type: none"> Motorists turning from eastbound US 60 to Broadway Street have a short distance (approximately 150 feet) to decelerate from a 40 mph speed zone to a 25 mph speed zone. Because Broadway Street intersects US 60 at a skew, motorists do not have to slow down to make the right-turn maneuver onto Broadway Street. Additionally, Broadway Street is very wide and straight, which may encourage higher speeds. 	<ul style="list-style-type: none"> Use pavement markings to narrow the Broadway Street lane widths to 10 or 11 feet and to force drivers to make more of a turning maneuver to enter Broadway Street from US 60. These could include edge lines, painted islands, angle parking stalls at the Post Office, parallel parking stalls at the Fire Department, and refreshed centerlines If speeding on eastbound Broadway Street is still an issue after marking improvements, consider reconstructing the intersection of US 60 and Broadway Street to force motorists to make more of a 90-degree right-turn movement from a deceleration lane
Pedestrians	<ul style="list-style-type: none"> The RSA Team observed numerous pedestrians, and some bicyclists, of varying ages and abilities during the daytime and nighttime field reviews. There are no sidewalks along the Circle K frontage. 	<ul style="list-style-type: none"> Construct sidewalks along the Circle K frontage to line up with the existing curb on El Camino Street near US 60

<p>Circle K Access</p>	<ul style="list-style-type: none"> • Access at Circle K is uncontrolled, with no defined driveways, which can produce unpredictable motorist behavior related to entering, exiting, and parking maneuvers. The RSA team observed several motorists making diagonal movements across the Broadway Street/El Camino Street intersection into and out of the Circle K property. Other motorists were observed making higher speed left-turns into Circle K after turning right from US 60. • The bollards and utility pole on the southwest corner of the Circle K lot have been struck numerous times • The disorganized parking on the Circle K lot can contribute to sight distance and traffic flow issues 	<ul style="list-style-type: none"> • Provide defined accesses for the Circle K frontage with standard commercial driveways on Broadway Street and El Camino Street, which can be accomplished in combination with sidewalk construction. These driveways need to accommodate fuel trucks and other large vehicles; location and width of the driveways should be evaluated to meet these needs. The El Camino Street driveway should be located as far from US 60 as possible without adversely impacting intersection operations/safety at the Broadway Street/El Camino Street intersection. If an appropriate and safe location for a driveway on El Camino Street cannot be identified, consider not providing any driveway on El Camino Street. A second Broadway Street driveway may be needed for accessing the garbage dumpsters.
<p>Parking</p>	<ul style="list-style-type: none"> • There is on-street parking on El Camino Street and Broadway Street. Parked vehicles can create sight obstructions for motorists. • Parking demand for the Post Office and Fire Department appears to be greater than the parking supply. 	<ul style="list-style-type: none"> • Prohibit parking within 30 feet of intersection with the use of raised or painted bulb-outs on the corners • Relocate the stop bars closer to the edge of the through travel lane to improve motorists' view around parked vehicles • Provide additional on-street parking along the right-turn ramp onto US 60 • Pursue an agreement (possibly a land swap) between the LDS Church and Freeport-McMoRan to provide parking along the west side of the Post Office • Install a street light at the north end of the LDS Church parking lot to make it more secure for nighttime parking of Fire Department employee vehicles • If sight restrictions persist at the Broadway Street/El Camino Street intersection, evaluate if all-way stop control is warranted and appropriate for this intersection

<p>Left-Turns Onto US 60</p>	<ul style="list-style-type: none"> • Angle crashes involving left-turns from El Camino Street onto US 60 make up 25% of the crashes in the study area. • The skewed angle of the intersection makes it more difficult to look left from the El Camino Street approach. • The median bullnose has been struck and run over numerous times. Several raised pavement markers (RPMs) are missing from the median bullnose, and the paint on the bullnose is faded. 	<ul style="list-style-type: none"> • Decrease the length of the median bullnose to provide a better turn radius for vehicles turning left from El Camino Street • Replace the missing RPMs and refresh the reflective paint on the median • Install an angled stop bar and centerline to align vehicles on El Camino Street perpendicular to US 60
<p>Pavement Markings</p>	<ul style="list-style-type: none"> • Pavement markings, including centerlines, stop bars, and parking stalls, are faded or non-existent 	<ul style="list-style-type: none"> • Refresh all pavement markings

Appendix

**ROAD SAFETY ASSESSMENT AGENDA
BROADWAY STREET/EL CAMINO STREET INTERSECTION, CLAYPOOL
GILA COUNTY PUBLIC WORKS DEPARTMENT**

Tuesday, June 25, 2013

- | | | |
|---------|--|-----------------|
| 2:00 PM | Road Safety Assessment Start-up Meeting | <i>All</i> |
| | 1. Road Safety Assessments: Objectives, Procedures | <i>RSA Team</i> |
| | 2. Background on Broadway/El Camino Intersection
Overview, History, Challenges, Specific Concerns | <i>County</i> |
| | 3. Questions and Answers | <i>All</i> |
| | <ul style="list-style-type: none">• <i>The road safety assessment team will be led by Mike Blankenship, Arizona RSA Program Manager. The RSA Team includes Wayne Grainger (ADOT), Nik Tipuric (ADOT), Lt. Mike Johnson (Gila County Sheriff's Dept.), Mark Guerena (Gila County Public Works), Ruben Casillas (Gila County Public Works), Mike Gillette (Gila County Public Works), Tri-City Fire Dept., Michael Grandy (Kimley-Horn), and Brent Crowther (Kimley-Horn).</i>• <i>For the start-up meeting, background information will be provided by Steve Stratton, Director of Gila County Public Works.</i> | |
| 3:00 PM | Daytime Site Visit | <i>RSA Team</i> |
| 8:30 PM | Nighttime Site Visit | <i>RSA Team</i> |

Wednesday, June 26

- | | | |
|----------|--|-----------------|
| 7:30 AM | Daytime Site Visit | <i>RSA Team</i> |
| 9:30 AM | Work Session/Analysis | <i>RSA Team</i> |
| 12:30 PM | Daytime Site Visit (if needed)/Work Session/Analysis | <i>RSA Team</i> |

Thursday, June 27

- | | | |
|----------|---|------------|
| 8:00 AM | Presentation of Preliminary Findings | <i>All</i> |
| | <ul style="list-style-type: none">• <i>Findings Report to owner: July 25</i>• <i>Owner's Response to findings: September 6</i> | |
| 10:00 AM | Adjourn | |

All meetings will be conducted at the Gila County Public Works Administration Building located at 745 N. Rose Mofford Way, Globe.

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management



745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8502
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

September 27, 2013

Michael Blankenship, P.E.
Arizona Road Safety Assessment Program Manager
1615 W. Jackson St. MD065R
Phoenix, AZ. 85007

Subject: Response to the Broadway Street/El Camino Street Road Safety

Dear Mr. Blankenship,

On behalf of Gila County I would like to thank you and your team for the Road Safety Assessment (RSA) you conducted at the Broadway Street/El Camino Street Intersection.

Your report identified seven potential safety issues and provided recommendations for countermeasures of each issue.

Some countermeasures such as constructing new sidewalks, relocating and reconstructing existing sidewalks will take planning and budgeting. Gila County has already begun to plan and budget for these recommendations.

Other countermeasures such as pavement markings can be implemented immediately and plans are underway to implement those recommendations.

Thank you for conducting this RSA and I look forward to working with you and your team again.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Sanders".

Steve Sanders
Deputy Director

APPENDIX E – DETAILED PAVEMENT IMPROVEMENTS

Gila County - Pavement Improvement Recommendations and Priorities
Copper Region

Road Name	Length	Community	Begin Ref.	End Ref.	Road No.	Functional Classification	Overall Pavement Condition Ranking	Pavement Improvement Recommendation and Priority	Implementation Phase	Unit Cost (\$ per sq. ft)	Surface Area (sq. ft)	Material Cost (Base)	Material + Labor Cost (Base*1.5)	Total Cost Material + Labor + Soft Costs (M+L*1.75)
AZURITE DR	0.10	BANDY HEIGHTS	AZURITE DR	AZURITE DR	253		40	Chip Seal - Priority #4	Mid-term	\$0.11	12,672	\$1,394	\$2,091	\$3,659
BORNITE LN	0.09	BANDY HEIGHTS	AZURITE DR	TURQUOISE DR	257	URBAN LOCAL	40	Chip Seal - Priority #2	Mid-term	\$0.11	11,405	\$1,255	\$1,882	\$3,293
MALACHITE LN	0.10	BANDY HEIGHTS	AZURITE DR	AZURITE DR	255		10	Resurface - Priority #2	Near-term	\$1.25	12,672	\$15,840	\$23,760	\$41,580
MINERAL LN	0.08	BANDY HEIGHTS	SR 188	AZURITE DR	258	URBAN LOCAL	0	Resurface - Priority #2	Near-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
TURQUOISE DR	0.09	BANDY HEIGHTS	BORNITE LN	MALACHITE LN	256	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #2	Mid-term	\$0.11	11,405	\$1,255	\$1,882	\$3,293
BEER TREE XING	0.15	CANYONS	WALLIMAN RD	UPPER PINAL CREEK RD	507	RURAL MINOR ARTERIAL_FHWA	30	Resurface - Priority #1	Near-term	\$1.25	19,008	\$23,760	\$35,640	\$62,370
UPPER PINAL CREEK RD	0.24	CANYONS	BEER TREE XING	DEAD END	283	RURAL VERY LOW VOLUME	0	Resurface - Priority #2	Near-term	\$1.25	30,413	\$38,016	\$57,024	\$99,792
2ND AVE	0.15	CENTRAL HEIGHTS	CHERRY AVE	N ARBOR AVE	1,367		60	Chip Seal - Priority #4	Mid-term	\$0.11	19,008	\$2,091	\$3,136	\$5,489
ALBERTA DR	0.12	CENTRAL HEIGHTS	YUMA TR	GOLDEN HILL RD	495	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	15,206	\$19,008	\$28,512	\$49,896
ALBERTA DR	0.10	CENTRAL HEIGHTS	COUNTRY CLUB TERRACE	END	1,379		60	Chip Seal - Priority #4	Mid-term	\$0.11	12,672	\$1,394	\$2,091	\$3,659
ALCOTT DR	0.08	CENTRAL HEIGHTS	GOLDEN ST	GOLDEN HILL RD	1,403	RURAL LOCAL	40	Resurface - Priority #4	Mid-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
ALCOTT DR	0.05	CENTRAL HEIGHTS	GOLDEN HILL RD	UNKNOWN #2	1,378	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
ALDER DR	0.10	CENTRAL HEIGHTS	GOLDEN HILL RD	DEAD END	1,405	URBAN LOCAL	60	Chip Seal - Priority #3	Mid-term	\$0.11	12,672	\$1,394	\$2,091	\$3,659
ALLEY	0.20	CENTRAL HEIGHTS	MAIN ST	DEAD END	1,349	URBAN LOCAL	0	Resurface - Priority #2	Near-term	\$1.25	25,344	\$31,680	\$47,520	\$83,160
ALLEY	0.14	CENTRAL HEIGHTS	CENTRAL DR	APACHE ST	1,932	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	17,741	\$22,176	\$33,264	\$58,212
APACHE HILLS LN	0.19	CENTRAL HEIGHTS	ROBERTS DR	ROBERTS DR	1,317	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	24,077	\$30,096	\$45,144	\$79,002
APACHE ST	0.19	CENTRAL HEIGHTS	MAIN ST	HILLCREST ST	1,337	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	24,077	\$2,648	\$3,973	\$6,952
ARROYA AVE	0.10	CENTRAL HEIGHTS	ENGLISH AVE	BLACK WARRIOR	1,323	URBAN LOCAL	40	Chip Seal - Priority #4	Mid-term	\$0.11	12,672	\$1,394	\$2,091	\$3,659
BLACK WARRIOR	0.20	CENTRAL HEIGHTS	GLOBE CANYON RD	MOUNTAIN VIEW DR	1,322	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	25,344	\$31,680	\$47,520	\$83,160
BLOCK AVE	0.07	CENTRAL HEIGHTS	NELL ST	SUNRISE MH PARK	1,319	URBAN LOCAL	40	Chip Seal - Priority #2	Mid-term	\$0.11	8,870	\$976	\$1,464	\$2,561
BOYLES AVE	0.05	CENTRAL HEIGHTS	MOUNTAIN VIEW	INSPIRATION DR	1,310	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
BRALEY ST	0.20	CENTRAL HEIGHTS	APACHE ST	COBB ST	1,339	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	25,344	\$31,680	\$47,520	\$83,160
BURNHAM ST	0.16	CENTRAL HEIGHTS	YUMA TR	END OF PAVEMENT	492	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	20,275	\$25,344	\$38,016	\$66,528
BUTTERFLY LN	0.08	CENTRAL HEIGHTS	SNEDDEN ST	END OF PAVEMENT	1,388	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
CAMPBELL AVE	0.05	CENTRAL HEIGHTS	HUNT AVE	SHELTON DR	1,327	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	6,336	\$697	\$1,045	\$1,830
CARPENTER LN	0.04	CENTRAL HEIGHTS	LANCASTER ST	DEAD END	1,391	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	5,069	\$558	\$836	\$1,464
CENTRAL DR	0.42	CENTRAL HEIGHTS	EDDY ST	MAIN ST	1,332	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	53,222	\$66,528	\$99,792	\$174,636
COBB ST	0.08	CENTRAL HEIGHTS	BRALEY ST	ROBERTS DR	1,338	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	10,138	\$1,115	\$1,673	\$2,927
COUNTRY CLUB TERRACE	0.18	CENTRAL HEIGHTS	GOLDEN HILL RD	CORSO DRIVE	496		50	Chip Seal - Priority #4	Mid-term	\$0.11	22,810	\$2,509	\$3,764	\$6,586
COUNTRY CLUB TERRACE	0.05	CENTRAL HEIGHTS	COUNTRY CLUB TERRACE	END OF PAVEMENT	1,401	URBAN LOCAL	0	Resurface - Priority #2	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
CROSS DR	0.14	CENTRAL HEIGHTS	CENTRAL DR	END	1,325	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	17,741	\$22,176	\$33,264	\$58,212
DOMINION ST	0.07	CENTRAL HEIGHTS	COBB ST	ENGLISH AVE	1,326	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
EDDY ST	0.05	CENTRAL HEIGHTS	MCKINNEY AVE	CENTRAL DR	1,333	URBAN LOCAL	50	Chip Seal - Priority #4	Mid-term	\$0.11	6,336	\$697	\$1,045	\$1,830
FRONTAGE RD	0.06	CENTRAL HEIGHTS	ALDER DR	ALCOTT DR	1,929		30	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
GLENDALE AVE	0.19	CENTRAL HEIGHTS	HUNT AVE	END OF PAVEMENT	1,335	URBAN LOCAL	50	Chip Seal - Priority #2	Mid-term	\$0.11	24,077	\$2,648	\$3,973	\$6,952
GLOBE CANYON RD	0.31	CENTRAL HEIGHTS	ROBERTS DR	END OF PAVEMENT	691	URBAN LOCAL	50	Chip Seal - Priority #2	Mid-term	\$0.11	39,283	\$4,321	\$6,482	\$11,343
GOLDEN HILL RD	0.60	CENTRAL HEIGHTS	HOSPITAL DR	MAIN ST	493	RURAL LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	76,032	\$95,040	\$142,560	\$249,480
GOLDEN ST	0.06	CENTRAL HEIGHTS	ALCOTT DR	END OF PAVEMENT	271	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
HILL LN	0.10	CENTRAL HEIGHTS	MCKINNEY AVE	APACHE ST	1,336	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	12,672	\$15,840	\$23,760	\$41,580
HOPE LN	0.75	CENTRAL HEIGHTS	RUSSELL RD	DEAD END	1,383	URBAN LOCAL	0	Resurface - Priority #2	Near-term	\$1.25	95,040	\$118,800	\$178,200	\$311,850
HUIE ST	0.15	CENTRAL HEIGHTS	RUSSELL RD	END	1,384	URBAN LOCAL	40	Resurface - Priority #3	Mid-term	\$1.25	19,008	\$23,760	\$35,640	\$62,370
HUNT AVE	0.13	CENTRAL HEIGHTS	GLENDALE AVE	DEAD END	1,328	URBAN LOCAL	40	Chip Seal - Priority #4	Mid-term	\$0.11	16,474	\$1,812	\$2,718	\$4,757
INSPIRATION DR	0.26	CENTRAL HEIGHTS	CENTRAL DR	DEAD END	489		30	Resurface - Priority #2	Near-term	\$1.25	32,947	\$41,184	\$61,776	\$108,108
JOHNSON RD	0.04	CENTRAL HEIGHTS	JOHNSON RD	JOHNSON RD	1,346	URBAN LOCAL	0	Resurface - Priority #2	Near-term	\$1.25	5,069	\$6,336	\$9,504	\$16,632
LANCASTER ST	0.24	CENTRAL HEIGHTS	RUSSELL RD	END	1,392		40	Resurface - Priority #3	Mid-term	\$1.25	30,413	\$38,016	\$57,024	\$99,792
MAIN ST	0.19	CENTRAL HEIGHTS	CENTRAL DR	ROBERTS DR	1,871	URBAN LOCAL	50	Chip Seal - Priority #2	Mid-term	\$0.11	24,077	\$2,648	\$3,973	\$6,952
MAIN ST	0.05	CENTRAL HEIGHTS	US 60	MAIN ST	690	URBAN MINOR ARTERIAL_FHWA	30	Resurface - Priority #1	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
MCKINNEY AVE	0.48	CENTRAL HEIGHTS	MAIN ST	END OF PAVEMENT	1,334		30	Resurface - Priority #2	Near-term	\$1.25	60,826	\$76,032	\$114,048	\$199,584
MILL ST	0.08	CENTRAL HEIGHTS	ALDER DR	END	1,404	RURAL MINOR COLLECTOR_FHWA	30	Resurface - Priority #2	Near-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
MONROE PL	0.10	CENTRAL HEIGHTS	MCKINNEY AVE	END	1,331	URBAN LOCAL	50	Resurface - Priority #4	Mid-term	\$1.25	12,672	\$15,840	\$23,760	\$41,580
MOUNTAIN VIEW	0.19	CENTRAL HEIGHTS	CENTRAL DR	END	1,313	URBAN LOCAL	0	Resurface - Priority #2	Near-term	\$1.25	24,077	\$30,096	\$45,144	\$79,002
NEILSON ST	0.07	CENTRAL HEIGHTS	THOMAS RD	END OF PAVEMENT	1,382	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
NELL ST	0.05	CENTRAL HEIGHTS	GLOBE CANYON RD	END OF PAVEMENT	1,321		20	Resurface - Priority #2	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
PINAL CANYON DR	0.31	CENTRAL HEIGHTS	RUSSELL RD x 2	UNK 8 9 x 2	274		30	Resurface - Priority #2	Near-term	\$1.25	39,283	\$49,104	\$73,656	\$128,898
RANDAL AVE	0.08	CENTRAL HEIGHTS	APACHE ST	SHORT AVE	1,340	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	10,138	\$1,115	\$1,673	\$2,927
RANDAL AVE	0.03	CENTRAL HEIGHTS	END	SHORT AVE	2,471		40	Chip Seal - Priority #4	Mid-term	\$0.11	3,802	\$418	\$627	\$1,098
ROBERTS DR	0.47	CENTRAL HEIGHTS	MAIN ST	RUSSELL RD	491	URBAN MINOR ARTERIAL_FHWA	20	Resurface - Priority #1	Near-term	\$1.25	59,558	\$74,448	\$111,672	\$195,426
RUSSELL RD	1.63	CENTRAL HEIGHTS	END OF SEGMENT	END OF PAVEMENT	2,481	RURAL MINOR COLLECTOR	60	Chip Seal - Priority #1	Near-term	\$0.11	206,554	\$22,721	\$34,081	\$59,642
RUSSELL RD	0.60	CENTRAL HEIGHTS	HOSPITAL DR	ROBERTS DR	2,480		50	Resurface - Priority #3	Mid-term	\$1.25	76,032	\$95,040	\$142,560	\$249,480
SCOTT ST	0.16	CENTRAL HEIGHTS	INSPIRATION DR	MOUNTAIN VIEW	1,312	URBAN LOCAL	40	Chip Seal - Priority #2	Mid-term	\$0.11	20,275	\$2,230	\$3,345	\$5,854
SHORT AVE	0.38	CENTRAL HEIGHTS	MAIN ST	END	1,343		40	Chip Seal - Priority #2	Mid-term	\$0.11	48,154	\$5,297	\$7,945	\$13,904
SNEDDEN ST	0.24	CENTRAL HEIGHTS	RUSSELL RD	END OF PAVEMENT	1,390	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	30,413	\$38,016	\$57,024	\$99,792
SOUTH MAIN ST	0.07	CENTRAL HEIGHTS	COBB ST	END	1,314	URBAN LOCAL	0	Resurface - Priority #2	Near-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
SPADAFORE WAY	0.12	CENTRAL HEIGHTS	RUSSELL RD	UNK9	273		40	Chip Seal - Priority #4	Mid-term	\$0.11	15,206	\$1,673	\$2,509	\$4,391
THOMASINA LN	0.06	CENTRAL HEIGHTS	SNEDDEN ST	END OF PAVEMENT	1,387	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
UNK5	0.06	CENTRAL HEIGHTS	ALBERTA DR	ALCOTT DR	1,402		10	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948

Gila County - Pavement Improvement Recommendations and Priorities
Copper Region

Road Name	Length	Community	Begin Ref.	End Ref.	Road No.	Functional Classification	Overall Pavement Condition Ranking	Pavement Improvement Recommendation and Priority	Implementation Phase	Unit Cost (\$ per sq. ft)	Surface Area (sq. ft)	Material Cost (Base)	Material + Labor Cost (Base*1.5)	Total Cost Material + Labor + Soft Costs (M+L*1.75)
UNK9	0.03	CENTRAL HEIGHTS	PINAL CANYON DR	ALAMEDA DR	275		20	Resurface - Priority #2	Near-term	\$1.25	3,802	\$4,752	\$7,128	\$12,474
UNK9	0.03	CENTRAL HEIGHTS	SPADAFORE WAY	PINAL CANYON DR	2,275		20	Resurface - Priority #2	Near-term	\$1.25	3,802	\$4,752	\$7,128	\$12,474
UTILITY ST	0.11	CENTRAL HEIGHTS	RUSSELL RD	DEAD END	1,386	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	13,939	\$17,424	\$26,136	\$45,738
WASHBURN ST	0.14	CENTRAL HEIGHTS	THOMAS RD	DEAD END	486	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	17,741	\$22,176	\$33,264	\$58,212
WOODWARD ST	0.19	CENTRAL HEIGHTS	RUSSELL RD	DEAD END	1,385	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	24,077	\$30,096	\$45,144	\$79,002
YOUNG ST	0.06	CENTRAL HEIGHTS	ALCOTT DR	ALDER ST	494	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
YUMA TR	0.18	CENTRAL HEIGHTS	THOMAS RD	END	1,380		50	Chip Seal - Priority #4	Mid-term	\$0.11	22,810	\$2,509	\$3,764	\$6,586
2ND ST	0.07	CLAYPOOL	LOCOMOTIVE DR	US 60	513	URBAN COLLECTOR_FHWA	50	Chip Seal - Priority #1	Near-term	\$0.11	8,870	\$976	\$1,464	\$2,561
ALLEY	0.19	CLAYPOOL	NEW ST	VERNON ST	1,901		0	Resurface - Priority #2	Near-term	\$1.25	24,077	\$30,096	\$45,144	\$79,002
ALLEY	0.09	CLAYPOOL	COPPER LN	PINEWAY ST	1,925		0	Resurface - Priority #2	Near-term	\$1.25	11,405	\$14,256	\$21,384	\$37,422
ALLEY2	0.13	CLAYPOOL	OLD OAK ST	EL CAMINO	1,902		0	Resurface - Priority #2	Near-term	\$1.25	16,474	\$20,592	\$30,888	\$54,054
AVENIDA DE ED PASTOR	0.15	CLAYPOOL	GROVER CYN	RAILROAD AVE	1,209	URBAN LOCAL	50	Chip Seal - Priority #2	Mid-term	\$0.11	19,008	\$2,091	\$3,136	\$5,489
BERRY WAY	0.08	CLAYPOOL	MORROW AVE	DEAD END	1,214	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
BOARD DR	0.13	CLAYPOOL	EL CAMINO	DEAD END	1,198	URBAN COLLECTOR	30	Resurface - Priority #1	Near-term	\$1.25	16,474	\$20,592	\$30,888	\$54,054
BROADWAY	0.33	CLAYPOOL	2ND ST	REAR BROADWAY	523		30	Resurface - Priority #2	Near-term	\$1.25	41,818	\$52,272	\$78,408	\$137,214
CALLE DE LOMA	0.50	CLAYPOOL	US 60	END	1,227	URBAN LOCAL	40	Chip Seal - Priority #2	Mid-term	\$0.11	63,360	\$6,970	\$10,454	\$18,295
CALLE PEQUENA	0.06	CLAYPOOL	MAPLE LEAF ST	DAWDY ST	518	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
CLEVELAND AVE	0.19	CLAYPOOL	CALLE DE LOMA	DEAD END	1,224	URBAN MINOR COLLECTOR	60	Chip Seal - Priority #1	Near-term	\$0.11	24,077	\$2,648	\$3,973	\$6,952
COPPER LN	0.10	CLAYPOOL	COPPER ST	DEAD END	1,205	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	12,672	\$15,840	\$23,760	\$41,580
COPPER ST	0.36	CLAYPOOL	COPPER LN	LONG ST	1,204	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	45,619	\$57,024	\$85,536	\$149,688
COPPER ST	0.08	CLAYPOOL	MAPLE LEAF ST	END	1,187		10	Resurface - Priority #2	Near-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
COPPER ST	0.05	CLAYPOOL	DEAD END (EAST)	WILSON PL	1,188	URBAN COLLECTOR	20	Resurface - Priority #1	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
DAWDY DR	0.06	CLAYPOOL	GLOBE AVE	CALLE PEQUENA	1,196	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
EL CAMINO	0.24	CLAYPOOL	WILSON ST	DEAD END	1,199	URBAN LOCAL	40	Resurface - Priority #4	Mid-term	\$1.25	30,413	\$38,016	\$57,024	\$99,792
EL CAMINO	0.11	CLAYPOOL	US 60	LOCOMOTIVE DR	1,193	URBAN LOCAL	0	Resurface - Priority #2	Near-term	\$1.25	13,939	\$17,424	\$26,136	\$45,738
ELAM AVE	0.07	CLAYPOOL	MILL ST	MILL ST	793		50	Resurface - Priority #4	Mid-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
FRONT ST	0.05	CLAYPOOL	RANSBERGER HILL	END OF PAVEMENT	1,211		20	Resurface - Priority #2	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
GLOBE AVE	0.24	CLAYPOOL	DAWDY ST	END OF PAVEMENT	1,197	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	30,413	\$38,016	\$57,024	\$99,792
GOLDEN WAY	0.06	CLAYPOOL	DAWDY ST	END (WEST)	2,472		40	Resurface - Priority #4	Mid-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
GOLDEN WAY	0.03	CLAYPOOL	DAWDY ST	END (EAST)	517	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	3,802	\$418	\$627	\$1,098
GORDON ST	0.19	CLAYPOOL	NEW ST	DEAD END	1,208	URBAN LOCAL	50	Chip Seal - Priority #2	Mid-term	\$0.11	24,077	\$2,648	\$3,973	\$6,952
GREGOVICH DR	0.05	CLAYPOOL	CALLE PEQUENA	DEAD END	519	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
GROVER CYN	0.43	CLAYPOOL	US 60	END OF PAVEMENT	1,210	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	54,490	\$68,112	\$102,168	\$178,794
HAMILTON LN	0.05	CLAYPOOL	CALLE DE LOMA	DEAD END	1,220	URBAN LOCAL	40	Chip Seal - Priority #4	Mid-term	\$0.11	6,336	\$697	\$1,045	\$1,830
HAMMOND ST	0.22	CLAYPOOL	DEAD END W. OF EL CAMINO	DEAD END E. OF OLD OAK	1,195	URBAN LOCAL	50	Resurface - Priority #3	Mid-term	\$1.25	27,878	\$34,848	\$52,272	\$91,476
JEFFERSON ST	0.02	CLAYPOOL	CALLE DE LOMA	END OF PAVEMENT	1,226		40	Chip Seal - Priority #4	Mid-term	\$0.11	2,534	\$279	\$418	\$732
KINNMUR AVE	0.09	CLAYPOOL	VANWINKLE AVE	RUTH AVE	1,217	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	11,405	\$1,255	\$1,882	\$3,293
LOCOMOTIVE DR	0.10	CLAYPOOL	OLD OAK ST	END	1,200	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	12,672	\$15,840	\$23,760	\$41,580
LONG ST	0.07	CLAYPOOL	COPPER ST	END	1,203	URBAN LOCAL	50	Resurface - Priority #4	Mid-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
MACKEYS HILL	0.16	CLAYPOOL	MILL ST	DEAD END	792	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	20,275	\$25,344	\$38,016	\$66,528
MAPLE LEAF ST	0.19	CLAYPOOL	STARVIEW RD	CALLE PEQUENA	1,192	URBAN COLLECTOR	30	Resurface - Priority #1	Near-term	\$1.25	24,077	\$30,096	\$45,144	\$79,002
MAPLE LEAF ST	0.12	CLAYPOOL	RAGUS RD	STARVIEW RD	516	URBAN MINOR COLLECTOR	20	Resurface - Priority #1	Near-term	\$1.25	15,206	\$19,008	\$28,512	\$49,896
MARION CYN	0.19	CLAYPOOL	MARION ST	END OF PAVEMENT	1,185	URBAN LOCAL	40	Resurface - Priority #3	Mid-term	\$1.25	24,077	\$30,096	\$45,144	\$79,002
MARION ST	0.27	CLAYPOOL	US 60	WASHINGTON AVE	1,232	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #2	Mid-term	\$0.11	34,214	\$3,764	\$5,645	\$9,879
MILL ST	0.11	CLAYPOOL	RR TRACKS	END OF PAVEMENT	694	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	13,939	\$17,424	\$26,136	\$45,738
MONROE LN	0.06	CLAYPOOL	CALLE DE LOMA	DEAD END	1,221	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	7,603	\$836	\$1,255	\$2,195
MORROW AVE	0.15	CLAYPOOL	VANWINKLE AVE	END OF PAVEMENT	1,215	URBAN LOCAL	50	Chip Seal - Priority #2	Mid-term	\$0.11	19,008	\$2,091	\$3,136	\$5,489
NEW ST	0.40	CLAYPOOL	TRUCK SCALES ENTRANCE	END	1,219	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	50,688	\$63,360	\$95,040	\$166,320
OBSCURE WAY	0.03	CLAYPOOL	EL CAMINO	END OF PAVEMENT	525	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	3,802	\$4,752	\$7,128	\$12,474
OLD OAK ST	0.46	CLAYPOOL	US 60	GLOBE AVE	1,194	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	58,291	\$72,864	\$109,296	\$191,268
PINEWAY ST	0.34	CLAYPOOL	US 60	END OF PAVEMENT	1,201		50	Chip Seal - Priority #4	Mid-term	\$0.11	43,085	\$4,739	\$7,109	\$12,441
PUERTO RICO AVE	0.15	CLAYPOOL	CALLE DE LOMA	DEAD END	1,222	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	19,008	\$23,760	\$35,640	\$62,370
RAGUS RD	0.33	CLAYPOOL	RAILROAD CROSSING	RAILROAD AVE	1,186		60	Chip Seal - Priority #4	Mid-term	\$0.11	41,818	\$4,600	\$6,900	\$12,075
RAILROAD AVE	0.64	CLAYPOOL	PINEWAY ST	CALLE DE LOMA	512	URBAN LOCAL	40	Chip Seal - Priority #2	Mid-term	\$0.11	81,101	\$8,921	\$13,382	\$23,418
RAILROAD AVE	0.12	CLAYPOOL	MAPLE LEAF ST	WILSON AV	515		30	Resurface - Priority #2	Near-term	\$1.25	15,206	\$19,008	\$28,512	\$49,896
RAILROAD AVE	0.10	CLAYPOOL	MARION ST	CALLE DE LOMA	1,228	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	12,672	\$15,840	\$23,760	\$41,580
RANSBERGER HILL	0.20	CLAYPOOL	RAILROAD AVE	DEAD END	1,212	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	25,344	\$31,680	\$47,520	\$83,160
REAR BROADWAY	0.15	CLAYPOOL	BROADWAY	OLD OAK ST	514	URBAN COLLECTOR	10	Resurface - Priority #1	Near-term	\$1.25	19,008	\$23,760	\$35,640	\$62,370
RUTH AVE	0.11	CLAYPOOL	KINNMUR AVE	END OF PAVEMENT	1,216	URBAN MINOR COLLECTOR	60	Chip Seal - Priority #1	Near-term	\$0.11	13,939	\$1,533	\$2,300	\$4,025
SHORT ST	0.10	CLAYPOOL	RAILROAD AVE	COPPER ST	1,206	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	12,672	\$15,840	\$23,760	\$41,580
STAR VIEW RD	0.03	CLAYPOOL	MAPLE LEAF ST	STARVIEW DR	1,191	URBAN LOCAL	50	Chip Seal - Priority #4	Mid-term	\$0.11	3,802	\$418	\$627	\$1,098
UPPER WILSON ST	0.01	CLAYPOOL	WILSON ST	END	520	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	1,267	\$1,584	\$2,376	\$4,158
VERNON ST	0.09	CLAYPOOL	GORDON ST	US 60	1,207	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	11,405	\$14,256	\$21,384	\$37,422
WILSON PL	0.20	CLAYPOOL	OLD OAK ST	DEAD END	522	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	25,344	\$31,680	\$47,520	\$83,160
WILSON ST	0.15	CLAYPOOL	EL CAMINO	END W. OF PINE WAY	1,202	URBAN LOCAL	40	Chip Seal - Priority #4	Mid-term	\$0.11	19,008	\$2,091	\$3,136	\$5,489
WILSON ST	0.03	CLAYPOOL	OLD OAK ST	WILSON PL	521	URBAN COLLECTOR_FHWA	30	Resurface - Priority #1	Near-term	\$1.25	3,802	\$4,752	\$7,128	\$12,474
COOLEY RANCH RD	0.66	DRIPPING SPRINGS	SR-77	DEAD END	683	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #4	Mid-term	\$0.11	83,635	\$9,200	\$13,800	\$24,150

Gila County - Pavement Improvement Recommendations and Priorities
Copper Region

Road Name	Length	Community	Begin Ref.	End Ref.	Road No.	Functional Classification	Overall Pavement Condition Ranking	Pavement Improvement Recommendation and Priority	Implementation Phase	Unit Cost (\$ per sq. ft)	Surface Area (sq. ft)	Material Cost (Base)	Material + Labor Cost (Base*1.5)	Total Cost Material + Labor + Soft Costs (M+L*1.75)
COOLEY RANCH RD	0.09	DRIPPING SPRINGS	COOLEY RANCH RD	DEAD END	684	RURAL LOCAL	40	Chip Seal - Priority #4	Mid-term	\$0.11	11,405	\$1,255	\$1,882	\$3,293
ALHAMBRA DR	0.16	GLOBE	ARCADIA DR	DAOU DR	499		60	Chip Seal - Priority #4	Mid-term	\$0.11	20,275	\$2,230	\$3,345	\$5,854
ALHAMBRA DR	0.06	GLOBE	US 70	ARCADIA DR	693		60	Chip Seal - Priority #4	Mid-term	\$0.11	7,603	\$836	\$1,255	\$2,195
BLAKE ST	0.15	GLOBE	MOORE ST	END	263	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	19,008	\$23,760	\$35,640	\$62,370
BLUE RIDGE DR	0.10	GLOBE	MONTECITO DR	DEAD END	503	RURAL MINOR ARTERIAL_FHWA	40	Chip Seal - Priority #1	Near-term	\$0.11	12,672	\$1,394	\$2,091	\$3,659
CENTRAL AVE	0.20	GLOBE	TREMONT BLVD	TREMONT BLVD	34	URBAN COLLECTOR	10	Resurface - Priority #1	Near-term	\$1.25	25,344	\$31,680	\$47,520	\$83,160
DAYBREAK DR	0.49	GLOBE	SAGUARO DR	MONTECITO DR	504		60	Chip Seal - Priority #3	Mid-term	\$0.11	62,093	\$6,830	\$10,245	\$17,929
HUNT RIDGE DR	0.08	GLOBE	JOSHUA TREE AVE	END OF PAVEMENT	46	RURAL MAJOR COLLECTOR	40	Chip Seal - Priority #1	Near-term	\$0.11	10,138	\$1,115	\$1,673	\$2,927
INDIAN AVE	0.13	GLOBE	INDIAN AVE	COPLEN AVE	266		30	Resurface - Priority #2	Near-term	\$1.25	16,474	\$20,592	\$30,888	\$54,054
INDIAN AVE	0.09	GLOBE	BANKER AVE	INDIAN AVE	2,473	RURAL MAJOR COLLECTOR_FHWA	30	Resurface - Priority #1	Near-term	\$1.25	11,405	\$14,256	\$21,384	\$37,422
JESSE HAYES RD - COUNTY	0.26	GLOBE	GLOBE CITY LIMITS	FIRE STATION	666	RURAL LOCAL	60	Resurface - Priority #4	Mid-term	\$1.25	32,947	\$41,184	\$61,776	\$108,108
MONROE ST	0.20	GLOBE	US-60	7TH ST	1,009	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	25,344	\$31,680	\$47,520	\$83,160
MONTECITO DR	0.17	GLOBE	DAYBREAK DR	BLUE RIDGE DR	1,016		50	Chip Seal - Priority #2	Mid-term	\$0.11	21,542	\$2,370	\$3,554	\$6,220
NOBLE DR	0.38	GLOBE	SAGUARO DR	DEAD END	989	RURAL VERY LOW VOLUME	0	Resurface - Priority #2	Near-term	\$1.25	48,154	\$60,192	\$90,288	\$158,004
PIMA ST	0.09	GLOBE	BEG. OF PAVEMENT	DEAD END	487		0	Resurface - Priority #2	Near-term	\$1.25	11,405	\$14,256	\$21,384	\$37,422
SAGUARO DR	0.48	GLOBE	WALLIMAN RD	END COUNTY RD	505		40	Resurface - Priority #3	Mid-term	\$1.25	60,826	\$76,032	\$114,048	\$199,584
SILICATE ST	0.04	GLOBE	BLAKE ST	END OF PAVEMENT	262	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	5,069	\$6,336	\$9,504	\$16,632
SNELL ST	0.11	GLOBE	COPLEN AVE	END OF PAVEMENT	913	RURAL LOCAL	50	Chip Seal - Priority #2	Mid-term	\$0.11	13,939	\$1,533	\$2,300	\$4,025
WALLIMAN RD	1.03	GLOBE	SAGUARO DR to GLOBE'S WALLIMAN RD	STOCKYARD DR	1,872	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	130,522	\$163,152	\$244,728	\$428,274
ALAMO WY	0.09	ICEHOUSE CANYON	ICEHOUSE CYN RD	DEAD END	511	URBAN LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	11,405	\$14,256	\$21,384	\$37,422
GRAND VIEW DR	0.16	ICEHOUSE CANYON	PINALVIEW DR	DEAD END	955		20	Resurface - Priority #2	Near-term	\$1.25	20,275	\$25,344	\$38,016	\$66,528
ICEHOUSE CYN RD	3.20	ICEHOUSE CANYON	HAGAN	END OF PAVEMENT/TONTO NAT.FOR.	947		40	Chip Seal - Priority #2	Mid-term	\$0.11	405,504	\$44,605	\$66,908	\$117,089
KELLNER CYN	2.09	ICEHOUSE CANYON	ICEHOUSE CYN RD	NF-55	948		60	Chip Seal - Priority #3	Mid-term	\$0.11	264,845	\$29,133	\$43,699	\$76,474
PINAL VIEW DR	0.41	ICEHOUSE CANYON	ICEHOUSE CYN RD	COLES WAY	668		40	Resurface - Priority #3	Mid-term	\$1.25	51,955	\$64,944	\$97,416	\$170,478
PINAL VIEW DR	0.06	ICEHOUSE CANYON	COLES WAY	DEAD END	951		30	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
WEVER CIR	0.07	ICEHOUSE CANYON	WEVER CIR	WEVER CIR	510	URBAN COLLECTOR_FHWA	30	Resurface - Priority #1	Near-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
FS 82/WINDY HILL	2.38	LAKE ROOSEVELT	SR-188	DEAD END	2,008		60	Chip Seal - Priority #3	Mid-term	\$0.11	301,594	\$33,175	\$49,763	\$87,085
FS 84/GRAPE CAMPGROUND	0.01	LAKE ROOSEVELT	FS 84/GRAPEVINE RD	FS 84/GRAPE CAMPGROUND	2,009		60	Chip Seal - Priority #4	Mid-term	\$0.11	1,267	\$139	\$209	\$366
FS 287 - PINTO VALLEY	0.11	MIAMI	US-60 RIGHT OF WAY	NF287B	1,892	URBAN LOCAL	20	Resurface - Priority #2	Near-term	\$1.25	13,939	\$17,424	\$26,136	\$45,738
CHEROKEE ST	0.17	MIAMI GARDENS	HOSPITAL DR	END	1,400	URBAN LOCAL	40	Chip Seal - Priority #4	Mid-term	\$0.11	21,542	\$2,370	\$3,554	\$6,220
MIAMI GARDENS	0.34	MIAMI GARDENS	DEAD END N. OF CHEROKEE ST	END OF PAVEMENT	261	URBAN LOCAL	50	Chip Seal - Priority #4	Mid-term	\$0.11	43,085	\$4,739	\$7,109	\$12,441
ASH ST	0.15	ROOSEVELT ESTATES	MESQUITE ST	PALO VERDE DR	1,236		30	Resurface - Priority #2	Near-term	\$1.25	19,008	\$23,760	\$35,640	\$62,370
CHOLLA ST	0.15	ROOSEVELT ESTATES	PALM ST	END	1,242	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	19,008	\$23,760	\$35,640	\$62,370
COTTON WOOD ST	0.23	ROOSEVELT ESTATES	MESQUITE ST	PALO VERDE DR	449	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	29,146	\$36,432	\$54,648	\$95,634
IRONWOOD DR	0.27	ROOSEVELT ESTATES	PALM ST	DEAD END	1,237	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	34,214	\$42,768	\$64,152	\$112,266
MESQUITE ST	0.51	ROOSEVELT ESTATES	PALM ST	DEAD END	1,243	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	64,627	\$80,784	\$121,176	\$212,058
ORANGE ST	0.13	ROOSEVELT ESTATES	PALO VERDE DR	PINE DR	1,234	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	16,474	\$20,592	\$30,888	\$54,054
PALM ST	0.16	ROOSEVELT ESTATES	CHOLLA ST	PALO VERDE DR	1,240	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	20,275	\$25,344	\$38,016	\$66,528
PALO VERDE DR	0.27	ROOSEVELT ESTATES	PALM ST	CATTLEGUARD	1,235	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	34,214	\$42,768	\$64,152	\$112,266
PALO VERDE DR	0.18	ROOSEVELT ESTATES	ASH ST	COTTON WOOD ST	1,239	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	22,810	\$28,512	\$42,768	\$74,844
PINE DR	0.14	ROOSEVELT ESTATES	ORANGE ST	ASH ST	1,233	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	17,741	\$22,176	\$33,264	\$58,212
PINE DR	0.04	ROOSEVELT ESTATES	PALM ST	END	1,238	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	5,069	\$6,336	\$9,504	\$16,632
ROOSEVELT ESTATES RD	1.07	ROOSEVELT ESTATES	SR 188	COTTON WOOD ST	450	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #3	Mid-term	\$0.11	135,590	\$14,915	\$22,372	\$39,152
JAVELINA TR	0.11	ROOSEVELT RESORT	QUAIL DR	END OF PAVEMENT	1,254	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	13,939	\$17,424	\$26,136	\$45,738
QUAIL DR	0.11	ROOSEVELT RESORT	STAGECOACH TR	JAVELINA TR	1,253	RURAL VERY LOW VOLUME	10	Resurface - Priority #2	Near-term	\$1.25	13,939	\$17,424	\$26,136	\$45,738
STAGECOACH TR	0.86	ROOSEVELT RESORT	SR 88	ANTELOPE TR	451	RURAL MINOR COLLECTOR_FHWA	20	Resurface - Priority #1	Near-term	\$1.25	108,979	\$136,224	\$204,336	\$357,588
SAN CARLOS DR	1.41	SAN CARLOS DR	AZ 77	DEAD END	473		30	Resurface - Priority #2	Near-term	\$1.25	178,675	\$223,344	\$335,016	\$586,278
SAN CARLOS LN	0.08	SAN CARLOS DR	SAN CARLOS DR	CUL DE SAC	471	RURAL MINOR COLLECTOR_FHWA	30	Resurface - Priority #1	Near-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
SAN CARLOS WAY	0.07	SAN CARLOS DR	SAN CARLOS DR	END	472	RURAL MINOR COLLECTOR_FHWA	10	Resurface - Priority #1	Near-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
ACOMA AVE	0.06	SIX SHOOTER CANYON	TAOS ST	PUEBLO ST	981		30	Resurface - Priority #2	Near-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
BROWNING AVE	0.04	SIX SHOOTER CANYON	COLT AVE	DEAD END	508	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	5,069	\$6,336	\$9,504	\$16,632
CHEROKEE RD	0.60	SIX SHOOTER CANYON	SIX SHOOTER CANYON RD	SPRINGFIELD RD	976		40	Resurface - Priority #3	Mid-term	\$1.25	76,032	\$95,040	\$142,560	\$249,480
COLT AVE	0.20	SIX SHOOTER CANYON	WINCHESTER RD	SPRINGFIELD RD	969		50	Resurface - Priority #3	Mid-term	\$1.25	25,344	\$31,680	\$47,520	\$83,160
COLT DR	0.06	SIX SHOOTER CANYON	REMINGTON RD	WINCHESTER RD	971	RURAL VERY LOW VOLUME	40	Resurface - Priority #3	Mid-term	\$1.25	7,603	\$9,504	\$14,256	\$24,948
DERRINGER DR	0.02	SIX SHOOTER CANYON	SPRINGFIELD RD	DEAD END	975	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	2,534	\$3,168	\$4,752	\$8,316
HOPI AVE	0.22	SIX SHOOTER CANYON	PUEBLO AVE	CHEROKEE RD	977		60	Chip Seal - Priority #4	Mid-term	\$0.11	27,878	\$3,067	\$4,600	\$8,050
HOPI AVE	0.22	SIX SHOOTER CANYON	PUEBLO AVE	KIVA AVE	2,470	URBAN LOCAL	30	Resurface - Priority #2	Near-term	\$1.25	27,878	\$34,848	\$52,272	\$91,476
KIVA AVE	0.07	SIX SHOOTER CANYON	ZUNI ST	HOPI AVE	978		10	Resurface - Priority #2	Near-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
MARLIN DR	0.16	SIX SHOOTER CANYON	SIX SHOOTER CANYON RD	SHARPS AVE	966		50	Resurface - Priority #4	Mid-term	\$1.25	20,275	\$25,344	\$38,016	\$66,528
NAVAJO AVE	0.09	SIX SHOOTER CANYON	PUEBLO ST	ZUNI ST	982		20	Resurface - Priority #2	Near-term	\$1.25	11,405	\$14,256	\$21,384	\$37,422
PUEBLO ST	0.17	SIX SHOOTER CANYON	SIX SHOOTER CANYON RD	CUL DE SAC	979		40	Resurface - Priority #4	Mid-term	\$1.25	21,542	\$26,928	\$40,392	\$70,686
REMINGTON RD	0.21	SIX SHOOTER CANYON	SIX SHOOTER CANYON RD	SUPAI RD	509		30	Resurface - Priority #2	Near-term	\$1.25	26,611	\$33,264	\$49,896	\$87,318
SAVAGE DR	0.13	SIX SHOOTER CANYON	SHARPS AVE	DEAD END	965		50	Resurface - Priority #3	Mid-term	\$1.25	16,474	\$20,592	\$30,888	\$54,054
SHARPS AVE	0.24	SIX SHOOTER CANYON	SAVAGE DR	SPRINGFIELD RD	667	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	30,413	\$38,016	\$57,024	\$99,792
SHARPS AVE	0.21	SIX SHOOTER CANYON	SAVAGE DR	DEAD END	967		20	Resurface - Priority #2	Near-term	\$1.25	26,611	\$33,264	\$49,896	\$87,318
SIX SHOOTER CANYON RD	1.42	SIX SHOOTER CANYON	GILA PUEBLO COLLEGE RD	END OF PAVEMENT/CATTLEGUARD	993		30	Resurface - Priority #1	Near-term	\$1.25	179,942	\$224,928	\$337,392	\$590,436
SMITH DR	0.05	SIX SHOOTER CANYON	SPRINGFIELD RD	WESSON RD	974		10	Resurface - Priority #2	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790

Gila County - Pavement Improvement Recommendations and Priorities
Copper Region

Road Name	Length	Community	Begin Ref.	End Ref.	Road No.	Functional Classification	Overall Pavement Condition Ranking	Pavement Improvement Recommendation and Priority	Implementation Phase	Unit Cost (\$ per sq. ft)	Surface Area (sq. ft)	Material Cost (Base)	Material + Labor Cost (Base*1.5)	Total Cost Material + Labor + Soft Costs (M+L*1.75)
SPRINGFIELD RD	0.78	SIX SHOOTER CANYON	WINCHESTER RD	SHARPS AVE	960		40	Resurface - Priority #3	Mid-term	\$1.25	98,842	\$123,552	\$185,328	\$324,324
SPURLOCK DR	0.07	SIX SHOOTER CANYON	SIX SHOOTER CANYON RD	DEAD END	964		30	Resurface - Priority #2	Near-term	\$1.25	8,870	\$11,088	\$16,632	\$29,106
SUPAI RD	0.15	SIX SHOOTER CANYON	REMINGTON RD	END OF PAVEMENT	970	URBAN COLLECTOR_FHWA	40	Resurface - Priority #1	Near-term	\$1.25	19,008	\$23,760	\$35,640	\$62,370
TAOS ST	0.05	SIX SHOOTER CANYON	NAVAJO AVE	ACOMA DR	980		40	Chip Seal - Priority #4	Mid-term	\$0.11	6,336	\$697	\$1,045	\$1,830
UNK96	0.03	SIX SHOOTER CANYON	SHARPS AVE	SPRINGFIELD RD	968		10	Resurface - Priority #2	Near-term	\$1.25	3,802	\$4,752	\$7,128	\$12,474
WESSON RD	0.08	SIX SHOOTER CANYON	SMITH DR	END OF PAVEMENT	973		10	Resurface - Priority #2	Near-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
WINCHESTER RD	0.08	SIX SHOOTER CANYON	SIX SHOOTER CANYON RD	SPRINGFIELD RD	972		40	Resurface - Priority #3	Mid-term	\$1.25	10,138	\$12,672	\$19,008	\$33,264
ZUNI ST	0.11	SIX SHOOTER CANYON	SIX SHOOTER CANYON RD	NAVAJO AVE	983		40	Resurface - Priority #3	Mid-term	\$1.25	13,939	\$17,424	\$26,136	\$45,738
BIGHORN TR	0.02	WHEATFIELDS	GREEN AVE	DEAD END	244	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #4	Mid-term	\$0.11	2,534	\$279	\$418	\$732
BIXBY RD	3.06	WHEATFIELDS	PINAL CREEK RD	END OF PAVEMENT/QUARRY	474	URBAN LOCAL	40	Resurface - Priority #3	Mid-term	\$1.25	387,763	\$484,704	\$727,056	\$1,272,348
COBALT DR	0.04	WHEATFIELDS	GREEN AVE	END	1,258	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	5,069	\$6,336	\$9,504	\$16,632
GREEN AVE	0.29	WHEATFIELDS	BIG HORN TER	COLBALT DR	1,259	URBAN LOCAL	40	Resurface - Priority #4	Mid-term	\$1.25	36,749	\$45,936	\$68,904	\$120,582
HICKS DR	2.94	WHEATFIELDS	WILBANKS DR	HICKS DR	461	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #2	Mid-term	\$0.11	372,557	\$40,981	\$61,472	\$107,576
HICKS RD	0.21	WHEATFIELDS	OLD HWY 188	WILBANKS DR	462	RURAL VERY LOW VOLUME	50	Resurface - Priority #4	Mid-term	\$1.25	26,611	\$33,264	\$49,896	\$87,318
HOOPES RD	0.38	WHEATFIELDS	BIXBY RD	END/PAVEMENT/PINAL CREEK RD	483	URBAN LOCAL	40	Resurface - Priority #3	Mid-term	\$1.25	48,154	\$60,192	\$90,288	\$158,004
SAFFRON DR	0.05	WHEATFIELDS	GREEN AVE	DEAD END	1,257	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	6,336	\$7,920	\$11,880	\$20,790
VERMILION DR	0.14	WHEATFIELDS	WILBANKS DR	END	1,260	URBAN LOCAL	60	Resurface - Priority #4	Mid-term	\$1.25	17,741	\$22,176	\$33,264	\$58,212
WHEATFIELDS RD	3.84	WHEATFIELDS	CATTLEGUARD	SR 188 CATTLEGUARD	246	RURAL MINOR COLLECTOR_FHWA	40	Chip Seal - Priority #1	Near-term	\$0.11	486,605	\$53,527	\$80,290	\$140,507
WILBANKS DR	0.21	WHEATFIELDS	HICKS DR	VERMILION DR	460	RURAL MINOR COLLECTOR_FHWA	50	Resurface - Priority #1	Near-term	\$1.25	26,611	\$33,264	\$49,896	\$87,318

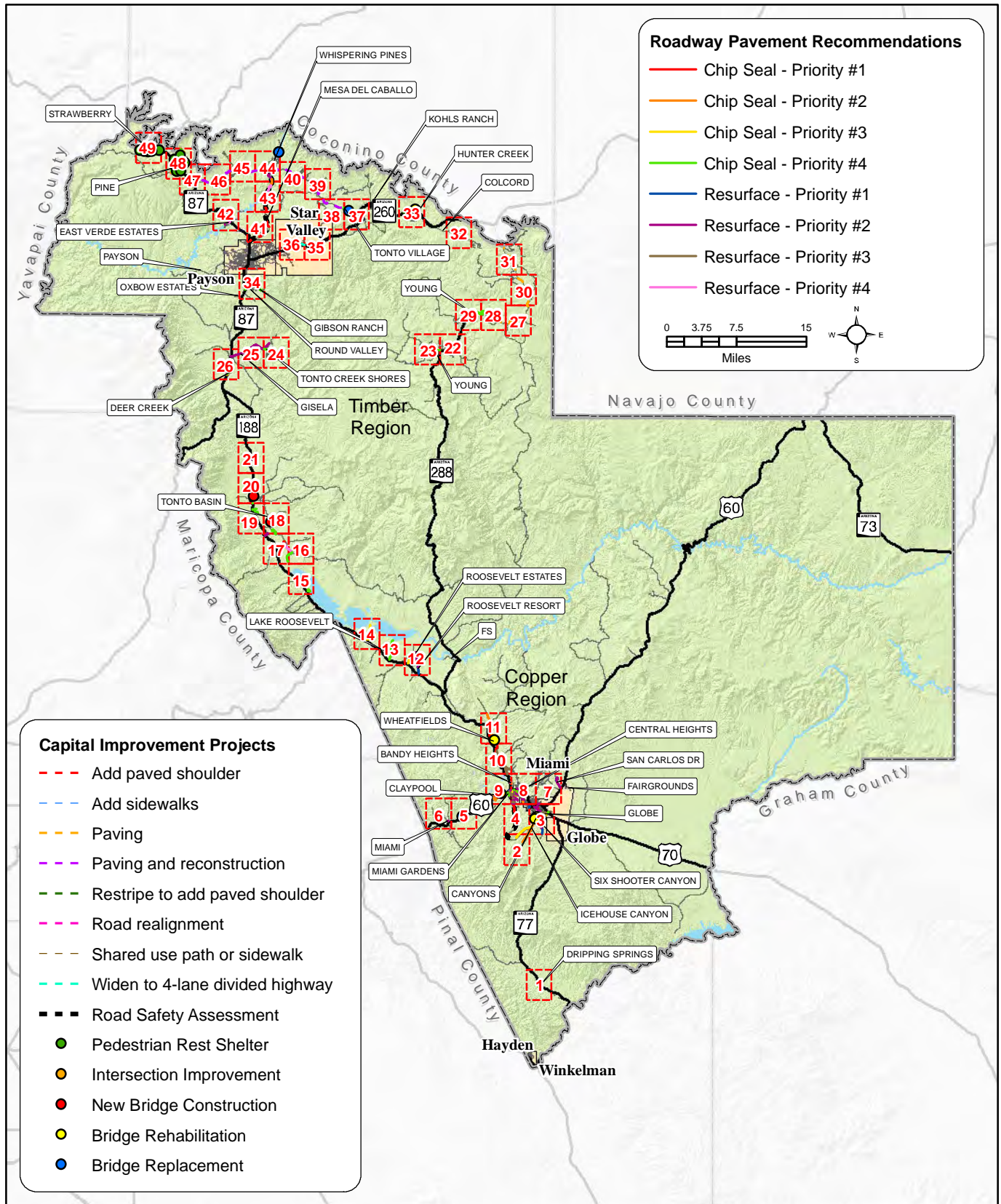
Gila County - Pavement Improvement Recommendations and Priorities
Timber Region

Road Name	Length	WIDTH	Community	Begin Ref.	End Ref.	Road No.	Functional Classification	Overall Pavement Condition Ranking	Pavement Improvement Recommendation and Priority	Implementation Phase	Unit Cost (\$ per sq. ft)	Surface Area (sq. ft)	Material Cost (Base)	Material + Labor Cost (Base*1.5)	Total Cost Material + Labor + Soft Costs (M+L*1.75)
BLACK MTN RD	0.03		DEER CREEK	DEER CREEK DR	CUL DE SAC	1,180	URBAN LOCAL	50	Chip Seal - Priority #4	Mid-term	\$0.11	3801.6	\$418	\$627	\$1,098
BUGGY WHEEL CRT	0.09		DEER CREEK	DEER CREEK	WINDMILL RD	1,175	DEAD END	60	Chip Seal - Priority #4	Mid-term	\$0.11	11404.8	\$1,255	\$1,882	\$3,293
DEER CREEK DR	1.18		DEER CREEK	SR 87 SOUTHBOUND	END OF LOOP	1,048	RURAL VERY LOW VOLUME	40	Resurface - Priority #4	Mid-term	\$1.25	149529.6	\$186,912	\$280,368	\$490,644
FOUR PEAKS	0.09		DEER CREEK	DEER CREEK DR	CUL DE SAC	1,179	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	11404.8	\$1,255	\$1,882	\$3,293
LUCKY LN	0.15		DEER CREEK	DEER CREEK DR	CUL DE SAC	1,177	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	19008.0	\$2,091	\$3,136	\$5,489
MT ORD CIR	0.04		DEER CREEK	DEER CREEK DR	CUL DE SAC	1,176	RURAL VERY LOW VOLUME	10	Resurface - Priority #2	Near-term	\$1.25	5068.8	\$6,336	\$9,504	\$16,632
WINDMILL RD	0.15		DEER CREEK	DEER CREEK DR	CUL DE SAC	1,047		50	Chip Seal - Priority #2	Mid-term	\$0.11	19008.0	\$2,091	\$3,136	\$5,489
FS 622/E VERDE ESTATES RD	0.42		EAST VERDE ESTATES	SR 87/FS622 E VERDE ESTATES	E VERDE ESTATES RD	337	RURAL VERY LOW VOLUME	40	Resurface - Priority #4	Mid-term	\$1.25	53222.4	\$66,528	\$99,792	\$174,636
JEP PL	0.03		EAST VERDE ESTATES	CHELSEA DR	ELEANOR DR	1,618	RURAL VERY LOW VOLUME	0	Resurface - Priority #2	Near-term	\$1.25	3801.6	\$4,752	\$7,128	\$12,474
FS 412/GIBSON RANCH RD	2.56		GIBSON RANCH	SR-87	END OF PAVEMENT/CATTLEGUARD	706	URBAN LOCAL	60	Chip Seal - Priority #4	Mid-term	\$0.11	324403.2	\$35,684	\$53,527	\$93,671
FS 417/GISELA RD	5.23		GISELA	CATTLEGUARD AT MP 2	GISELA LANDFILL RD	176	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	662745.6	\$828,432	\$1,242,648	\$2,174,634
FS 113 - HUNTER CREEK DR	0.78		HUNTER CREEK	CHRISTOPHER CREEK LOOP	WILD CAT CIRCLE	2,003	URBAN LOCAL	40	Resurface - Priority #4	Mid-term	\$1.25	98841.6	\$123,552	\$185,328	\$324,324
FS 526/CHOLLA BAY	0.73		LAKE ROOSEVELT	SR-188	DEAD END	2,007		50	Chip Seal - Priority #4	Mid-term	\$0.11	92505.6	\$10,176	\$15,263	\$26,711
APACHE DR	0.18		MESA DEL CABALLO	BANADA RD	TOYA VISTA RD	1,598	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #3	Mid-term	\$0.11	22809.6	\$2,509	\$3,764	\$6,586
BANADA RD	0.08		MESA DEL CABALLO	MESCALERO RD	DEAD END	1,599	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #2	Mid-term	\$0.11	10137.6	\$1,115	\$1,673	\$2,927
BARRANCA RD	0.17		MESA DEL CABALLO	MESA DEL CABALLO RD	TOYA VISTA RD	1,600	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	21542.4	\$26,928	\$40,392	\$70,686
CABALLERO RD	0.67		MESA DEL CABALLO	FS 199/HOUSTON MESA RD	VISTA DEL NORTE	1,610	RURAL VERY LOW VOLUME	40	Resurface - Priority #4	Mid-term	\$1.25	84902.4	\$106,128	\$159,192	\$278,586
CAMINO REAL	0.21		MESA DEL CABALLO	TOYA VISTA RD	STALLION RD	1,605	RURAL VERY LOW VOLUME	50	Resurface - Priority #4	Mid-term	\$1.25	26611.2	\$33,264	\$49,896	\$87,318
CHERRY ANN LN	0.27		MESA DEL CABALLO	MESA DEL CABALLO RD	TOYA VISTA RD	1,602	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #2	Mid-term	\$0.11	34214.4	\$3,764	\$5,645	\$9,879
CORTITA RD	0.07		MESA DEL CABALLO	STALLION RD	CAMINO REAL	1,606	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	8870.4	\$11,088	\$16,632	\$29,106
DEAD EYE RD	0.10		MESA DEL CABALLO	MESA DEL CABALLO RD	HOUSTON MESA RD	328	RURAL VERY LOW VOLUME	40	Resurface - Priority #4	Mid-term	\$1.25	12672.0	\$15,840	\$23,760	\$41,580
GUNSGIGHT RIDGE	0.28		MESA DEL CABALLO	TOYA VISTA RD	MESA DEL CABALLO RD	1,603	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #3	Mid-term	\$0.11	35481.6	\$3,903	\$5,854	\$10,245
HOUSTON MESA RD	1.27		MESA DEL CABALLO	3RD BRIDGE CROSSING	CONTROL RD	2,476		30	Resurface - Priority #2	Near-term	\$1.25	160934.4	\$201,168	\$301,752	\$528,066
HOUSTON MESA RD	1.25		MESA DEL CABALLO	BRIDGE	2ND BRIDGE CROSSING	2478		40	Resurface - Priority #4	Mid-term	\$1.25	158400.0	\$198,000	\$297,000	\$519,750
HOUSTON MESA RD	0.71		MESA DEL CABALLO	2ND BRIDGE CROSSING	3RD BRIDGE CROSSING	2477		50	Chip Seal - Priority #2	Mid-term	\$0.11	89971.2	\$9,897	\$14,845	\$25,979
MESA VISTA EAST	0.07		MESA DEL CABALLO	STALLION RD	MESA VISTA WEST	333	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	8870.4	\$11,088	\$16,632	\$29,106
MESA VISTA WEST	0.07		MESA DEL CABALLO	STALLION RD	MESA VISTA EAST	1,604	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #4	Mid-term	\$0.11	8870.4	\$976	\$1,464	\$2,561
MESCALERO RD	0.21		MESA DEL CABALLO	TOYA VISTA RD	MESA DEL CABALLO RD	329	RURAL VERY LOW VOLUME	40	Resurface - Priority #4	Mid-term	\$1.25	26611.2	\$33,264	\$49,896	\$87,318
PALOMA VISTA	0.17		MESA DEL CABALLO	MESA DEL CABALLO RD	BARRANCA RD	1,601	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	21542.4	\$26,928	\$40,392	\$70,686
PIEDRA RD	0.07		MESA DEL CABALLO	TOYA VISTA RD	CORTITA RD	1,607		50	Chip Seal - Priority #4	Mid-term	\$0.11	8870.4	\$976	\$1,464	\$2,561
SEPIA RD	0.09		MESA DEL CABALLO	MESA DEL CABALLO RD	PALOMA VISTA	330	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	11404.8	\$14,256	\$21,384	\$37,422
TOYA VISTA RD	0.67		MESA DEL CABALLO	VISTA DEL NORTE	MESA DEL CABALLO RD	332	RURAL MINOR COLLECTOR FHWA	30	Resurface - Priority #1	Near-term	\$1.25	84902.4	\$106,128	\$159,192	\$278,586
VISTA DEL NORTE	0.51		MESA DEL CABALLO	STALLION RD	TOYA VISTA RD	1,609	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #2	Mid-term	\$0.11	64627.2	\$7,109	\$10,663	\$18,661
ALVA DR	0.10		PINE	WHISPERING PINE RD	SQUIRREL RD	1,736		10	Resurface - Priority #2	Near-term	\$1.25	12672.0	\$15,840	\$23,760	\$41,580
APACHE TR	0.38		PINE	MOHAWK ST	WARREN DR	1,712	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #2	Mid-term	\$0.11	48153.6	\$5,297	\$7,945	\$13,904
APACHE TR	0.18		PINE	MOGOLLON VISTA	WARREN DR	1,713		50	Chip Seal - Priority #2	Mid-term	\$0.11	22809.6	\$2,509	\$3,764	\$6,586
BARKER DR	0.08		PINE	BEG. OF PAVEMENT	CUL DE SAC	1,671	RURAL VERY LOW VOLUME	60	Resurface - Priority #4	Mid-term	\$1.25	10137.6	\$12,672	\$19,008	\$33,264
BLOODY BASIN RD	0.20		PINE	WARREN DR	TONTO DR	1,702		50	Chip Seal - Priority #2	Mid-term	\$0.11	25344.0	\$2,788	\$4,182	\$7,318
BRADSHAW DR	1.61		PINE	SR 87	SOUTHARD DR	1,679		50	Chip Seal - Priority #4	Mid-term	\$0.11	204019.2	\$22,442	\$33,663	\$58,911
BUNNY HOLLOW DR	0.13		PINE	MISTLETOE DR	CUL DE SAC	1,536	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #4	Mid-term	\$0.11	16473.6	\$1,812	\$2,718	\$4,757
CEDAR MEADOW LN	0.36		PINE	PINE CREEK CNYN RD	HOLLY DR	1,544		50	Chip Seal - Priority #4	Mid-term	\$0.11	45619.2	\$5,018	\$7,527	\$13,173
CLETUS RAY RD	0.21		PINE	BRADSHAW DR	CUL DE SAC	364		60	Chip Seal - Priority #4	Mid-term	\$0.11	26611.2	\$2,927	\$4,391	\$7,684
FAIRHOLM DR	0.14		PINE	TERRA PINE	CUL DE SAC	368	RURAL LOCAL	50	Chip Seal - Priority #2	Mid-term	\$0.11	17740.8	\$1,951	\$2,927	\$5,123
FARA DR	0.13		PINE	CLETUS RAY RD	CUL DE SAC	1,673	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #2	Mid-term	\$0.11	16473.6	\$1,812	\$2,718	\$4,757
FAWN RIDGE DR	0.12		PINE	WHISPERING PINE RD	END OF PAVEMENT	637		60	Chip Seal - Priority #4	Mid-term	\$0.11	15206.4	\$1,673	\$2,509	\$4,391
FULLER DR	0.25		PINE	JAN DR	SOUTH RD	1,662		60	Chip Seal - Priority #4	Mid-term	\$0.11	31680.0	\$3,485	\$5,227	\$9,148
HALL LN	0.08		PINE	WARREN DR	HARDSCRABLE MESA RD	636	RURAL VERY LOW VOLUME	40	Resurface - Priority #4	Mid-term	\$1.25	10137.6	\$12,672	\$19,008	\$33,264
HOLLY DR	0.37		PINE	CEDAR MEADOW LN	MISTLETOE DR	1,543		60	Chip Seal - Priority #4	Mid-term	\$0.11	46886.4	\$5,158	\$7,736	\$13,538
KARLA CT	0.07		PINE	MISTLETOE DR	CUL DE SAC	1,532	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #4	Mid-term	\$0.11	8870.4	\$976	\$1,464	\$2,561
KYSAR WAY	0.28		PINE	JAN DR	SOUTHARD CIR	1,682	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	35481.6	\$44,352	\$66,528	\$116,424
MARCY WAY	0.42		PINE	BRADSHAW DR	BRADSHAW DR	1,668	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	53222.4	\$5,854	\$8,782	\$15,368
MARI CIR	0.10		PINE	FARA DR	CUL DE SAC	1,672	RURAL VERY LOW VOLUME	40	Resurface - Priority #4	Mid-term	\$1.25	12672.0	\$15,840	\$23,760	\$41,580
MOHAWK ST	0.43		PINE	APACHE TR	UTE TR	1,711		50	Chip Seal - Priority #4	Mid-term	\$0.11	54489.6	\$5,994	\$8,991	\$15,734
NAVAJO DR	0.07		PINE	HARDSCRABBLE MESA RD	END OF PAVEMENT	1,719	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #3	Mid-term	\$0.11	8870.4	\$976	\$1,464	\$2,561
PRINCE DR	0.13		PINE	HARDSCRABBLE MESA RD	DEAD END	1,690	RURAL VERY LOW VOLUME	0	Resurface - Priority #2	Near-term	\$1.25	16473.6	\$20,592	\$30,888	\$54,054
QUAIL COVE RD	0.15		PINE	TERRA PINE	CUL DE SAC	1,640	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #4	Mid-term	\$0.11	19008.0	\$2,091	\$3,136	\$5,489
ROBBIN LN	0.10		PINE	CLETUS RAY RD	CUL DE SAC	1,674	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #2	Mid-term	\$0.11	12672.0	\$1,394	\$2,091	\$3,659
SHARYN RD	0.37		PINE	BRADSHAW DR	CUL DE SAC	1,667		50	Chip Seal - Priority #4	Mid-term	\$0.11	46886.4	\$5,158	\$7,736	\$13,538
SOLITUDE TR	0.14		PINE	MISTLETOE DR	CUL DE SAC	639	RURAL LOCAL	50	Chip Seal - Priority #4	Mid-term	\$0.11	17740.8	\$1,951	\$2,927	\$5,123
SOLITUDE TR	0.05		PINE	WHISPERING PINE RD	MISTLETOE DR	1,535	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #4	Mid-term	\$0.11	6336.0	\$697	\$1,045	\$1,830
SUNDANCE CIR	0.05		PINE	MISTLETOE DR	CUL DE SAC	1,533	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	6336.0	\$697	\$1,045	\$1,830
SUNDANCE DR	0.12		PINE	MISTLETOE DR	END	1,534	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #2	Mid-term	\$0.11	15206.4	\$1,673	\$2,509	\$4,391
TERA LYNN WAY	0.27		PINE	CLETUS RAY RD	CUL DE SAC N. OF BRADSHAW DR	1,675		60	Chip Seal - Priority #4	Mid-term	\$0.11	34214.4	\$3,764	\$5,645	\$9,879
TERRA PINE RD	0.16		PINE	WOODLAND WALK	HILLTOP LN	18	URBAN LOCAL	40	Chip Seal - Priority #4	Mid-term	\$0.11	20275.2	\$2,230	\$3,345	\$5,854
TONTO DR	0.06		PINE	ORLOFF RD	BLOODY BASIN RD	1,707	RURAL VERY LOW VOLUME	40	Resurface - Priority #4	Mid-term	\$1.25	7603.2	\$9,504	\$14,256	\$24,948
TRAILS END DR	0.06		PINE	PINE CREEK CANYON RD	JUNIPER LP	1,562		60	Chip Seal - Priority #4	Mid-term	\$0.11	7603.2	\$836	\$1,255	\$2,195
WARREN DR	0.22		PINE	HALL LN	NAVAJO DR	1,696		60	Chip Seal - Priority #4	Mid-term	\$0.11	27878.4	\$3,067	\$4,600	\$8,050
WHISPERING PINE RD	0.29		PINE	ALVA DR	END OF PAVEMENT AT FOREST TR	355		60	Chip Seal - Priority #4	Mid-term	\$0.11	36748.8	\$4,042	\$6,064	\$10,611

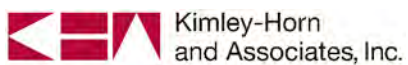
Gila County - Pavement Improvement Recommendations and Priorities
Timber Region

Road Name	Length	WIDTH	Community	Begin Ref.	End Ref.	Road No.	Functional Classification	Overall Pavement Condition Ranking	Pavement Improvement Recommendation and Priority	Implementation Phase	Unit Cost (\$ per sq. ft)	Surface Area (sq. ft)	Material Cost (Base)	Material + Labor Cost (Base*1.5)	Total Cost Material + Labor + Soft Costs (M+L*1.75)
BAY DR	0.15		STRAWBERRY	FOSSIL CREEK RD	DEAD END	1,822	RURAL LOCAL	10	Resurface - Priority #2	Near-term	\$1.25	19008.0	\$23,760	\$35,640	\$62,370
COLTER WY	0.08		STRAWBERRY	JUNIPER RD	CORDY ST	1,819	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	10137.6	\$1,115	\$1,673	\$2,927
COLUMBINE DR	0.09		STRAWBERRY	ELK RD	ANTELOPE DR	1,744		60	Chip Seal - Priority #4	Mid-term	\$0.11	11404.8	\$1,255	\$1,882	\$3,293
COYOTE DR	0.93		STRAWBERRY	WILD TURKEY LN	END	1,802	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	117849.6	\$12,963	\$19,445	\$34,029
DIME DR	0.09		STRAWBERRY	FOSSIL CREEK RD	CUL DE SAC	1,821	RURAL LOCAL	40	Chip Seal - Priority #4	Mid-term	\$0.11	11404.8	\$1,255	\$1,882	\$3,293
FULLER RD	0.51		STRAWBERRY	FOSSIL CREEK RD	CATTLEGUARD	1,831	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #4	Mid-term	\$0.11	64627.2	\$7,109	\$10,663	\$18,661
LUFKIN DR	0.65		STRAWBERRY	STRAWBERRY LN	DEAD END	1,774		50	Chip Seal - Priority #4	Mid-term	\$0.11	82368.0	\$9,060	\$13,591	\$23,784
PARKINSON DR	0.40		STRAWBERRY	SR 87	END OF PAVEMENT	1,833		40	Chip Seal - Priority #4	Mid-term	\$0.11	50688.0	\$5,576	\$8,364	\$14,636
RALLS DR	1.13		STRAWBERRY	SR 87	FULLER RD	1,843		60	Chip Seal - Priority #4	Mid-term	\$0.11	143193.6	\$15,751	\$23,627	\$41,347
RIM VIEW LOOP	0.04		STRAWBERRY	RALLS DR	CUL DE SAC	1,841		40	Chip Seal - Priority #4	Mid-term	\$0.11	5068.8	\$558	\$836	\$1,464
RIMWOOD DR	0.16		STRAWBERRY	RIMWOOD RD	TONTO RIM DR	1,783		60	Chip Seal - Priority #4	Mid-term	\$0.11	20275.2	\$2,230	\$3,345	\$5,854
RIMWOOD RD	0.36		STRAWBERRY	WINGFIELD WY	FOSSIL CREEK RD	1,775		60	Chip Seal - Priority #4	Mid-term	\$0.11	45619.2	\$5,018	\$7,527	\$13,173
TONTO RIM DR	0.80		STRAWBERRY	WILD TURKEY LN	WINGFIELD WY	1,787		60	Chip Seal - Priority #4	Mid-term	\$0.11	101376.0	\$11,151	\$16,727	\$29,272
WAGON WHEEL WY	0.25		STRAWBERRY	FOSSIL CREEK RD	WILD TURKEY LN	1,806	RURAL VERY LOW VOLUME	30	Resurface - Priority #2	Near-term	\$1.25	31680.0	\$39,600	\$59,400	\$103,950
WESTERN WY	0.03		STRAWBERRY	CYOTE DR	END OF PAVEMENT	1,801	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	3801.6	\$418	\$627	\$1,098
WILD TURKEY LN	0.23		STRAWBERRY	WAGON WHEEL	CUL DE SAC	1,805	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #2	Mid-term	\$0.11	29145.6	\$3,206	\$4,809	\$8,416
BONANZA CIR	0.14		TONTO BASIN	FS423	END	446		30	Resurface - Priority #2	Near-term	\$1.25	17740.8	\$22,176	\$33,264	\$58,212
BULL PEN CIR	0.05		TONTO BASIN	FLOURSPAR RD	END	447	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #4	Mid-term	\$0.11	6336.0	\$697	\$1,045	\$1,830
CHRISTOPHER LN	0.20		TONTO BASIN	CUL-DE-SAC	DOOLEY RD	1447		40	Chip Seal - Priority #4	Mid-term	\$0.11	25344.0	\$2,788	\$4,182	\$7,318
CIRCLE D CIR	0.04		TONTO BASIN	PACKARD DR	END	443		60	Chip Seal - Priority #4	Mid-term	\$0.11	5068.8	\$558	\$836	\$1,464
DRYER DR	0.45		TONTO BASIN	SR 188	DEAD END	1,421		50	Chip Seal - Priority #4	Mid-term	\$0.11	57024.0	\$6,273	\$9,409	\$16,466
EARL STEVENS RD	0.15		TONTO BASIN	SHREEVE LN	DEAD END	719		50	Chip Seal - Priority #4	Mid-term	\$0.11	19008.0	\$2,091	\$3,136	\$5,489
ELM ST	0.15		TONTO BASIN	MIMOSA ST	END	1443		60	Chip Seal - Priority #4	Mid-term	\$0.11	19008.0	\$2,091	\$3,136	\$5,489
FLOURSPAR RD	0.17		TONTO BASIN	FS423	END	448	RURAL MINOR COLLECTOR	40	Chip Seal - Priority #1	Near-term	\$0.11	21542.4	\$2,370	\$3,554	\$6,220
FOUR PEAKS RD	0.08		TONTO BASIN	WALNUT SPRINGS BLVD	CUL DE SAC	430	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #3	Mid-term	\$0.11	10137.6	\$1,115	\$1,673	\$2,927
FS 423/CLINE BLVD	0.21		TONTO BASIN	PACKARD DR	NF-60	439		50	Chip Seal - Priority #4	Mid-term	\$0.11	26611.2	\$2,927	\$4,391	\$7,684
FS 423/CLINE BLVD	0.19		TONTO BASIN	LAKE VISTA	DOOLEY DR	638		50	Chip Seal - Priority #4	Mid-term	\$0.11	24076.8	\$2,648	\$3,973	\$6,952
FS 60 / A CROSS RD	1.05		TONTO BASIN	FS 423/CLINE BLVD	NF-60 A-CROSS RD	1,462		50	Resurface - Priority #4	Mid-term	\$1.25	133056.0	\$166,320	\$249,480	\$436,590
FS 661/INDIAN POINT	1.35		TONTO BASIN	NF-60 A-CROSS RD	DEAD END	1,463	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #4	Mid-term	\$0.11	171072.0	\$18,818	\$28,227	\$49,397
GEORGES CIR	0.02		TONTO BASIN	PACKARD DR	END	442		40	Chip Seal - Priority #4	Mid-term	\$0.11	2534.4	\$279	\$418	\$732
HORSE CANYON WAY	0.45		TONTO BASIN	SLATE CREEK TRAIL	DEAD END	418	RURAL VERY LOW VOLUME	20	Resurface - Priority #2	Near-term	\$1.25	57024.0	\$71,280	\$106,920	\$187,110
IRONWOOD LN	0.09		TONTO BASIN	ROCKY RD	WALNUT SPRINGS BLVD	431		60	Chip Seal - Priority #4	Mid-term	\$0.11	11404.8	\$1,255	\$1,882	\$3,293
LAKE VISTA	0.18		TONTO BASIN	CLINE BLVD	END	630	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	22809.6	\$2,509	\$3,764	\$6,586
LONE CIR	0.05		TONTO BASIN	SR-188	DEAD END	193		50	Chip Seal - Priority #4	Mid-term	\$0.11	6336.0	\$697	\$1,045	\$1,830
MIMOSA ST	0.21		TONTO BASIN	FS423	TRAILS END DR	1444		40	Chip Seal - Priority #4	Mid-term	\$0.11	26611.2	\$2,927	\$4,391	\$7,684
MONUMENT RD	0.05		TONTO BASIN	ROCKY RD	WALNUT SPRINGS BLVD	428	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #4	Mid-term	\$0.11	6336.0	\$697	\$1,045	\$1,830
NORTH RD	0.07		TONTO BASIN	SR 188	ROCKY RD	433		50	Resurface - Priority #4	Mid-term	\$1.25	8870.4	\$11,088	\$16,632	\$29,106
OLD HWY 188	0.86		TONTO BASIN	SR-188	SR-188	425	RURAL VERY LOW VOLUME	40	Chip Seal - Priority #2	Mid-term	\$0.11	108979.2	\$11,988	\$17,982	\$31,468
PACKARD DR	0.22		TONTO BASIN	FS423	END	444		20	Resurface - Priority #2	Near-term	\$1.25	27878.4	\$34,848	\$52,272	\$91,476
ROCKY RD	0.25		TONTO BASIN	DEAD END N. OF NORTH RD	DEAD END S. OF IRON WOOD LN	432		60	Chip Seal - Priority #4	Mid-term	\$0.11	31680.0	\$3,485	\$5,227	\$9,148
ROXIES CIR	0.03		TONTO BASIN	PACKARD DR	END	441		60	Chip Seal - Priority #4	Mid-term	\$0.11	3801.6	\$418	\$627	\$1,098
SAGUARO RD	0.18		TONTO BASIN	WALNUT SPRINGS BLVD	CUL DE SAC	234	RURAL VERY LOW VOLUME	0	Resurface - Priority #2	Near-term	\$1.25	22809.6	\$28,512	\$42,768	\$74,844
SALLY MAY CIR	0.18		TONTO BASIN	FS423	END	445		30	Resurface - Priority #2	Near-term	\$1.25	22809.6	\$28,512	\$42,768	\$74,844
SYCAMORE LN	0.45		TONTO BASIN	SR 188	END OF PAVEMENT	1,436		30	Resurface - Priority #2	Near-term	\$1.25	57024.0	\$71,280	\$106,920	\$187,110
TONTO CREEK TR	0.49		TONTO BASIN	SR 188	DEAD END	1,415	RURAL VERY LOW VOLUME	50	Chip Seal - Priority #4	Mid-term	\$0.11	62092.8	\$6,830	\$10,245	\$17,929
WALNUT SPRINGS BLVD	0.34		TONTO BASIN	SAGUARO RD	NORTH RD	434		60	Chip Seal - Priority #4	Mid-term	\$0.11	43084.8	\$4,739	\$7,109	\$12,441
TONTO CREEK RD	0.52		TONTO CREEK SHORES	FS417/GISELA RD	SADDLEHORN LN	413		50	Chip Seal - Priority #4	Mid-term	\$0.11	65894.4	\$7,248	\$10,873	\$19,027
JOHNSON BLVD	0.50		TONTO VILLAGE	CONTROL RD	FITCH LN	314	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #3	Mid-term	\$0.11	63360.0	\$6,970	\$10,454	\$18,295
JOHNSON BLVD	0.43		TONTO VILLAGE	FITCH LN	STANDAGE DR	313		60	Chip Seal - Priority #4	Mid-term	\$0.11	54489.6	\$5,994	\$8,991	\$15,734
TONTO TRAIL	0.17		TONTO VILLAGE	JOHNSON BLVD	DEAD END	1,110		60	Chip Seal - Priority #4	Mid-term	\$0.11	21542.4	\$2,370	\$3,554	\$6,220
BAKER RANCH RD	1.02		YOUNG	IKE CLARK PKWY	FS129	1,489	RURAL VERY LOW VOLUME	60	Chip Seal - Priority #3	Mid-term	\$0.11	129254.4	\$14,218	\$21,327	\$37,322
BAKER RANCH RD	0.82		YOUNG	SR-288	ZACHARIAE RANCH	1,490		60	Chip Seal - Priority #4	Mid-term	\$0.11	103910.4	\$11,430	\$17,145	\$30,004
FS 512/YOUNG RD	4.54		YOUNG	RIFLE BARREL RD	CROUCH MESA NF-116	2,006		60	Chip Seal - Priority #4	Mid-term	\$0.11	575308.8	\$63,284	\$94,926	\$166,120
HAZELWOOD RD	0.44		YOUNG	MIDWAY AVE	PUMA LN	399		60	Chip Seal - Priority #4	Mid-term	\$0.11	55756.8	\$6,133	\$9,200	\$16,100

APPENDIX F – MAPBOOK OF RECOMMENDED IMPROVEMENTS



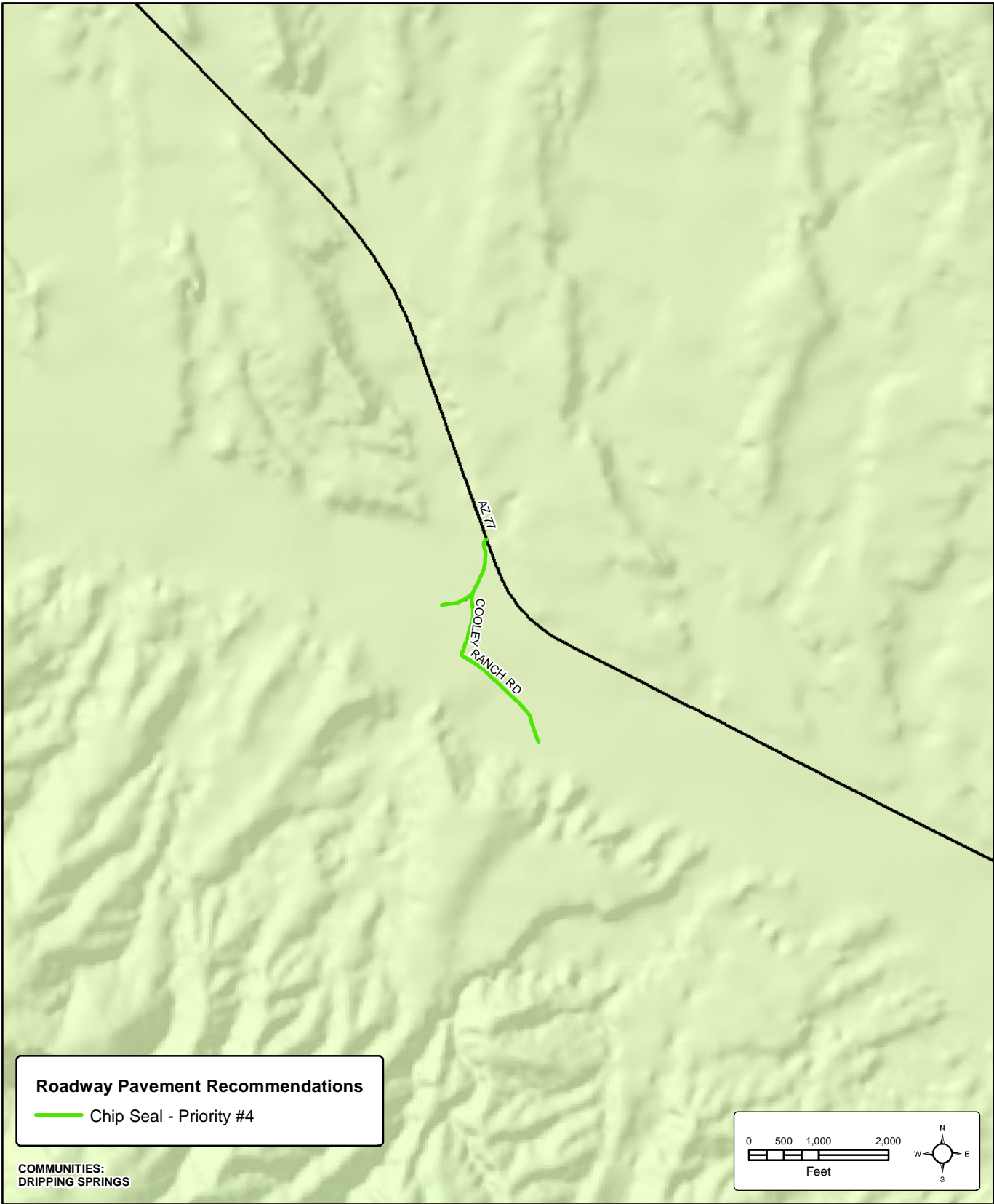
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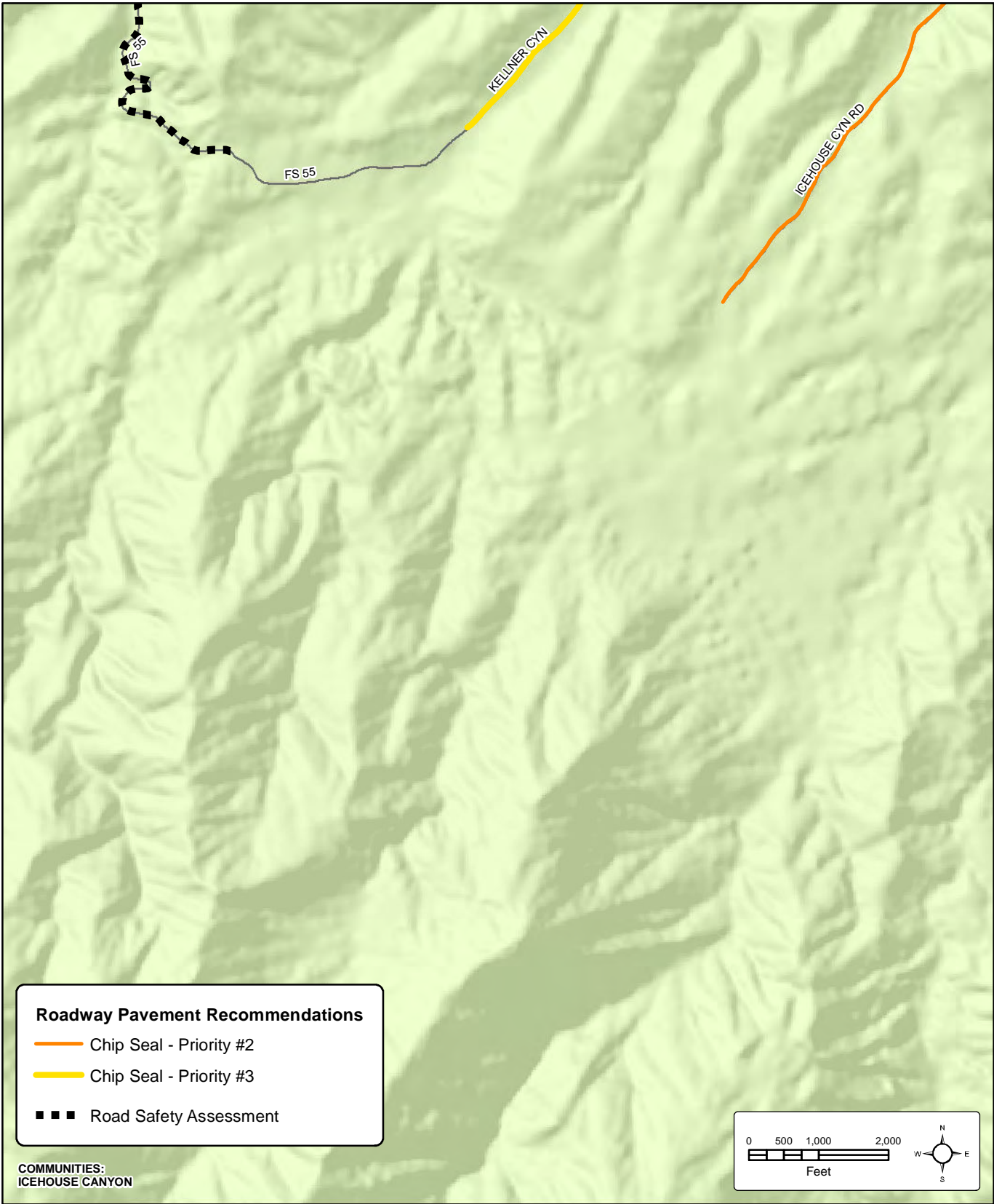
Gila County Transportation Study

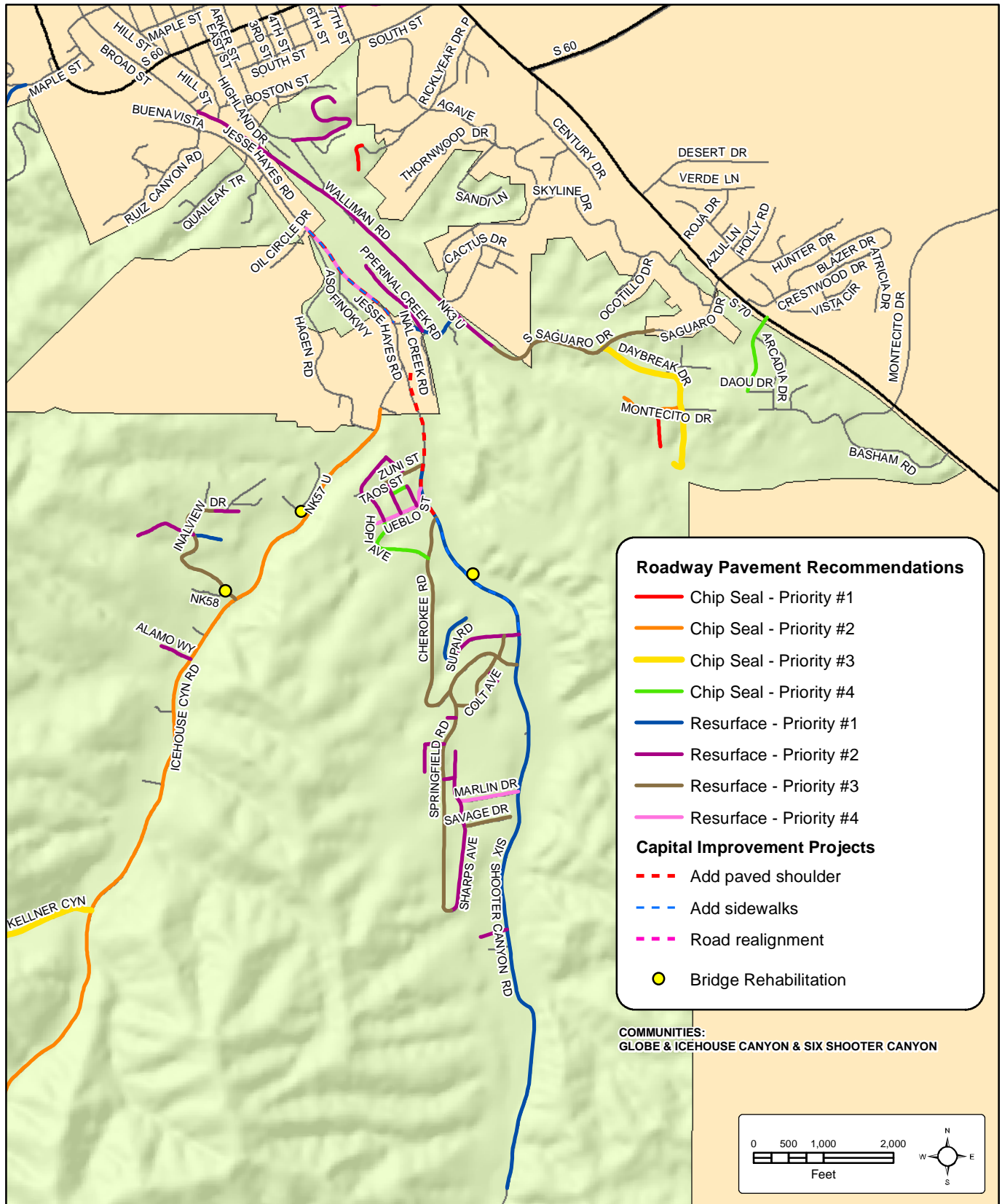
Gila County, Arizona

Recommended Improvements



Sheet 1 of 49  Kimley-Horn and Associates, Inc.	Gila County Transportation Study	Gila County, Arizona
	Recommended Improvements	






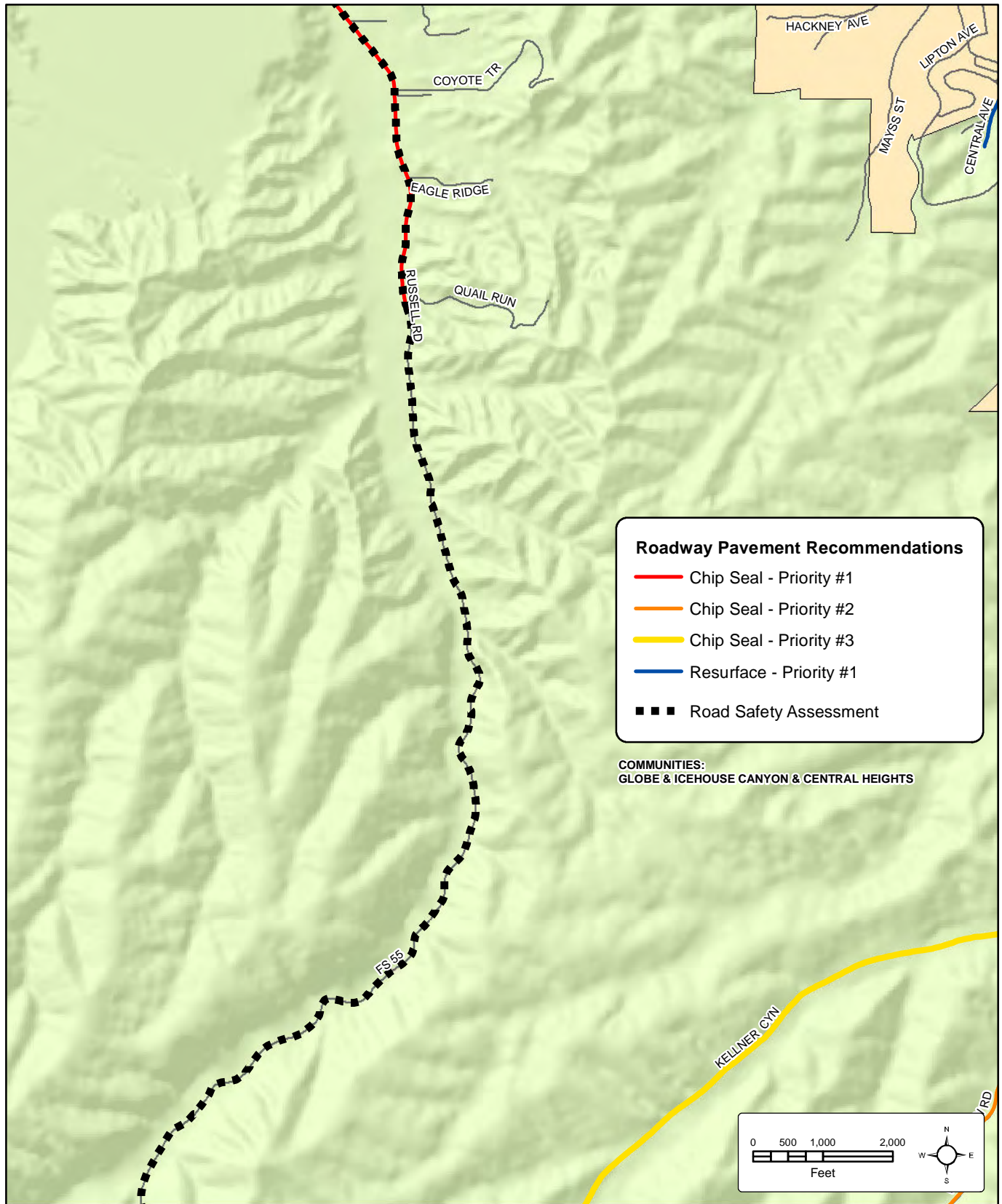
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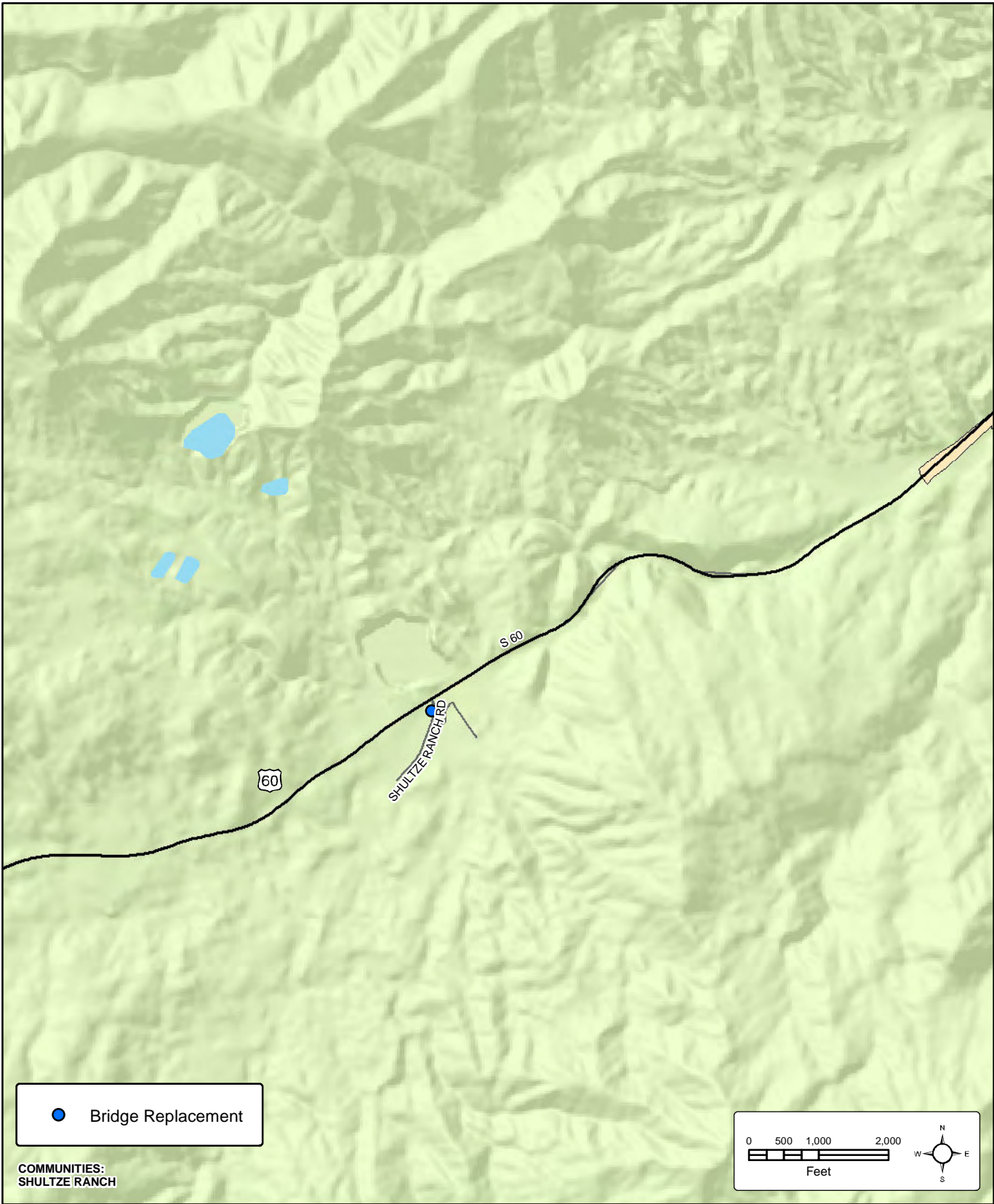
Gila County
Transportation Study

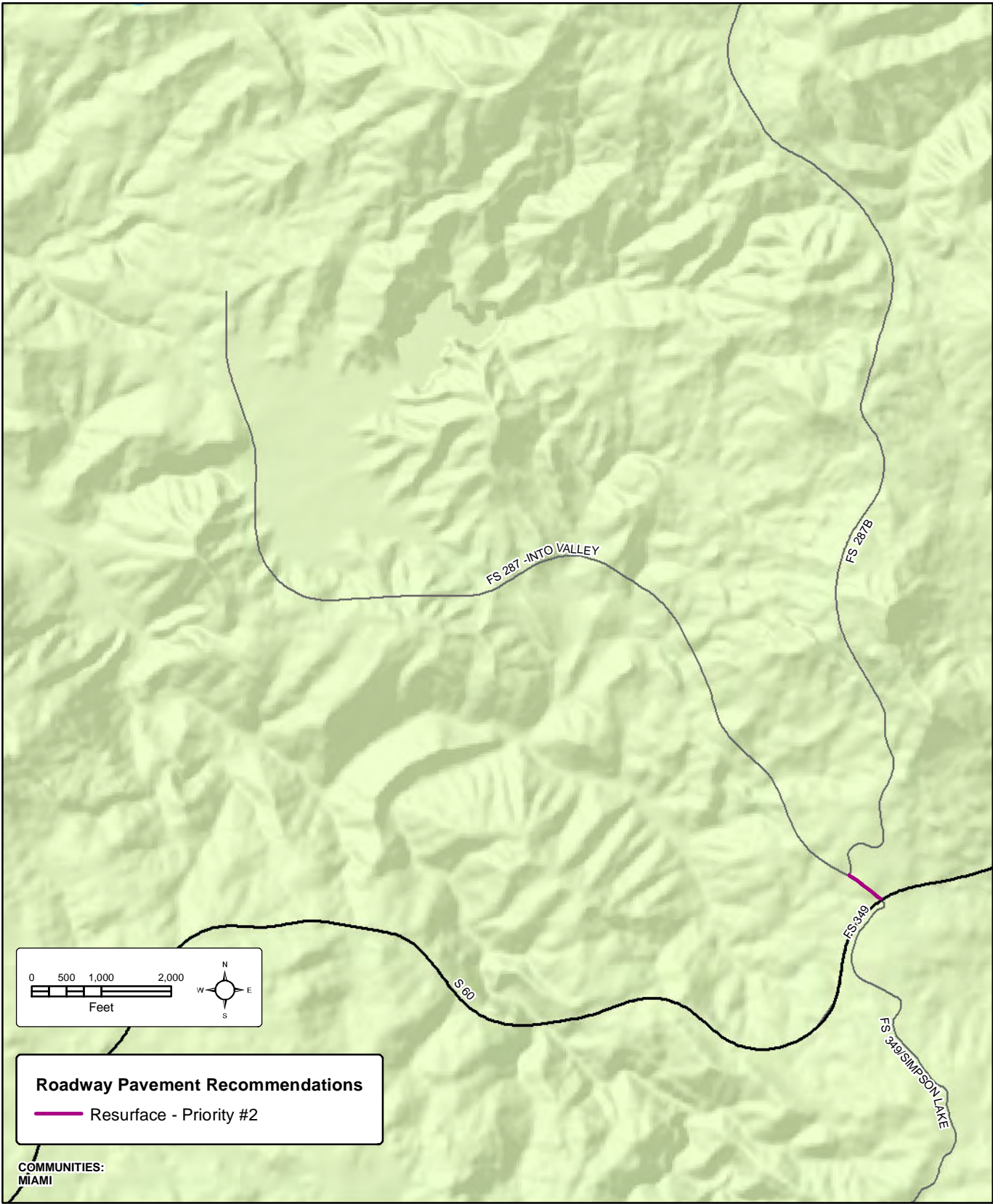
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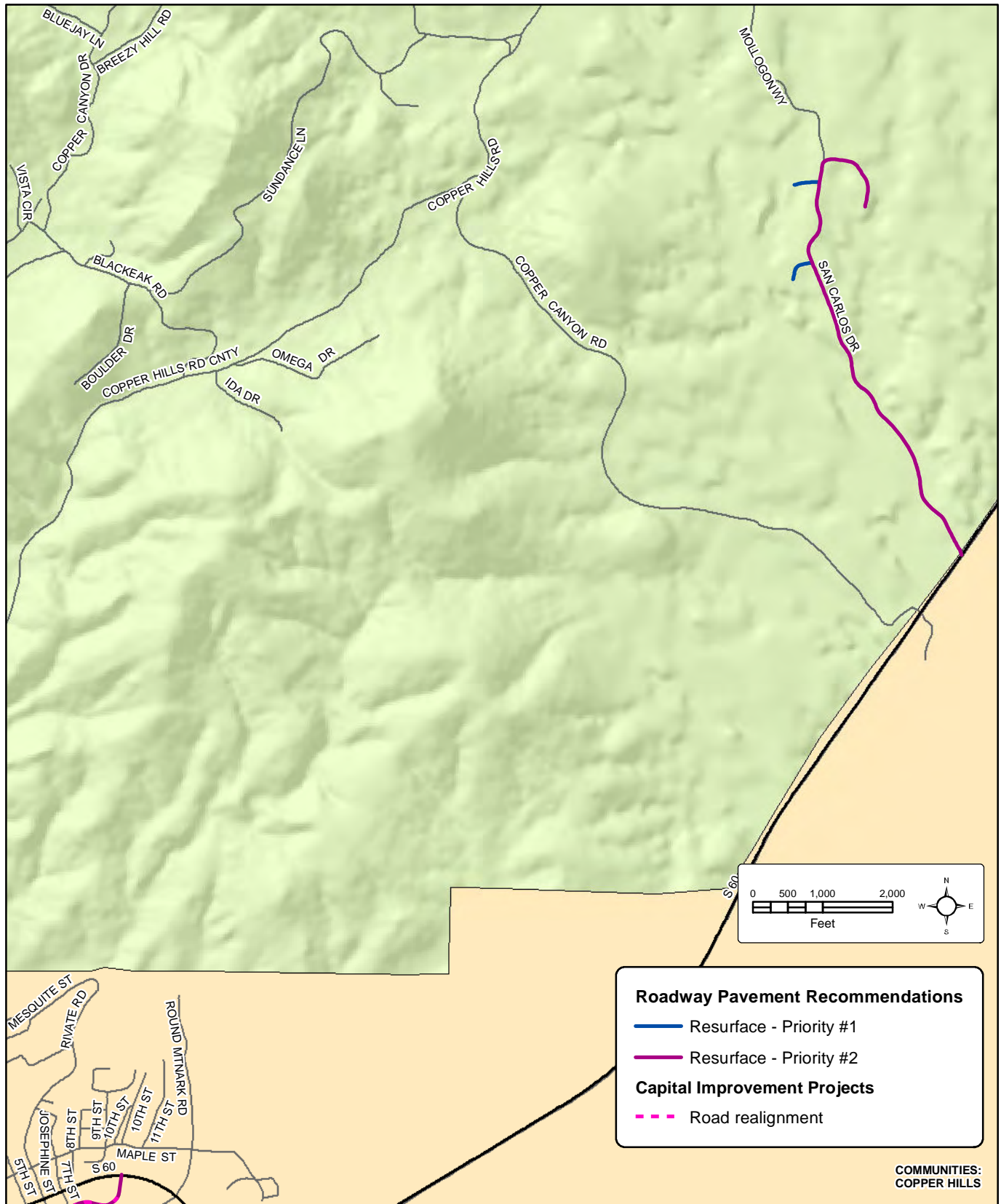
 Kimley-Horn
and Associates, Inc.

Recommended Improvements

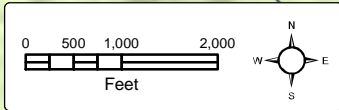








COMMUNITIES:
CENTRAL HEIGHTS & COPPER HILLS & GLOBE & PIONEER HILLS

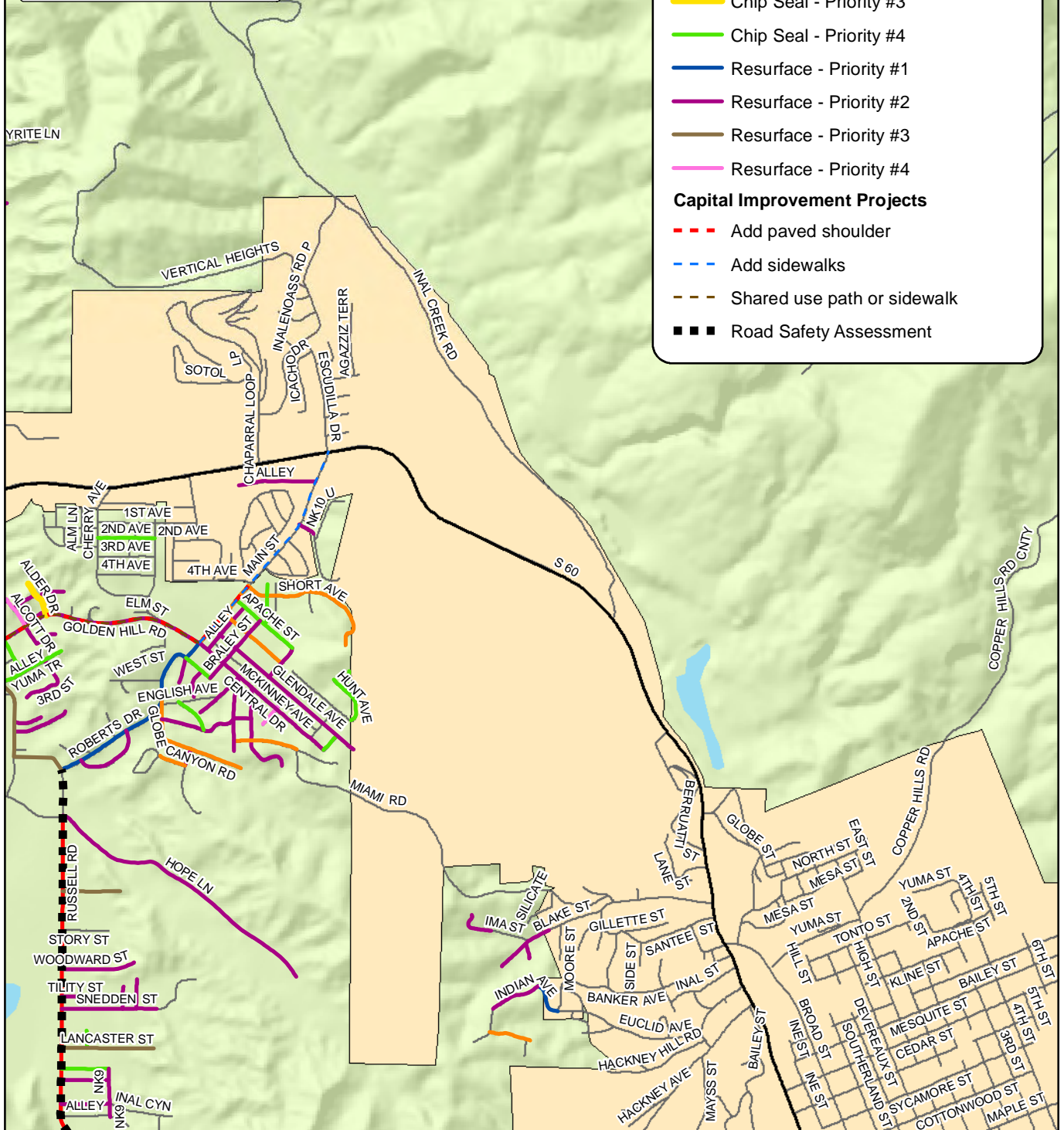


Roadway Pavement Recommendations

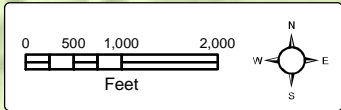
- Chip Seal - Priority #1
- Chip Seal - Priority #2
- Chip Seal - Priority #3
- Chip Seal - Priority #4
- Resurface - Priority #1
- Resurface - Priority #2
- Resurface - Priority #3
- Resurface - Priority #4

Capital Improvement Projects

- - - Add paved shoulder
- - - Add sidewalks
- - - Shared use path or sidewalk
- ■ ■ Road Safety Assessment



COMMUNITIES:
MIAMI & BANDY HEIGHTS & CENTRAL HEIGHTS & MIAMI GARDENS

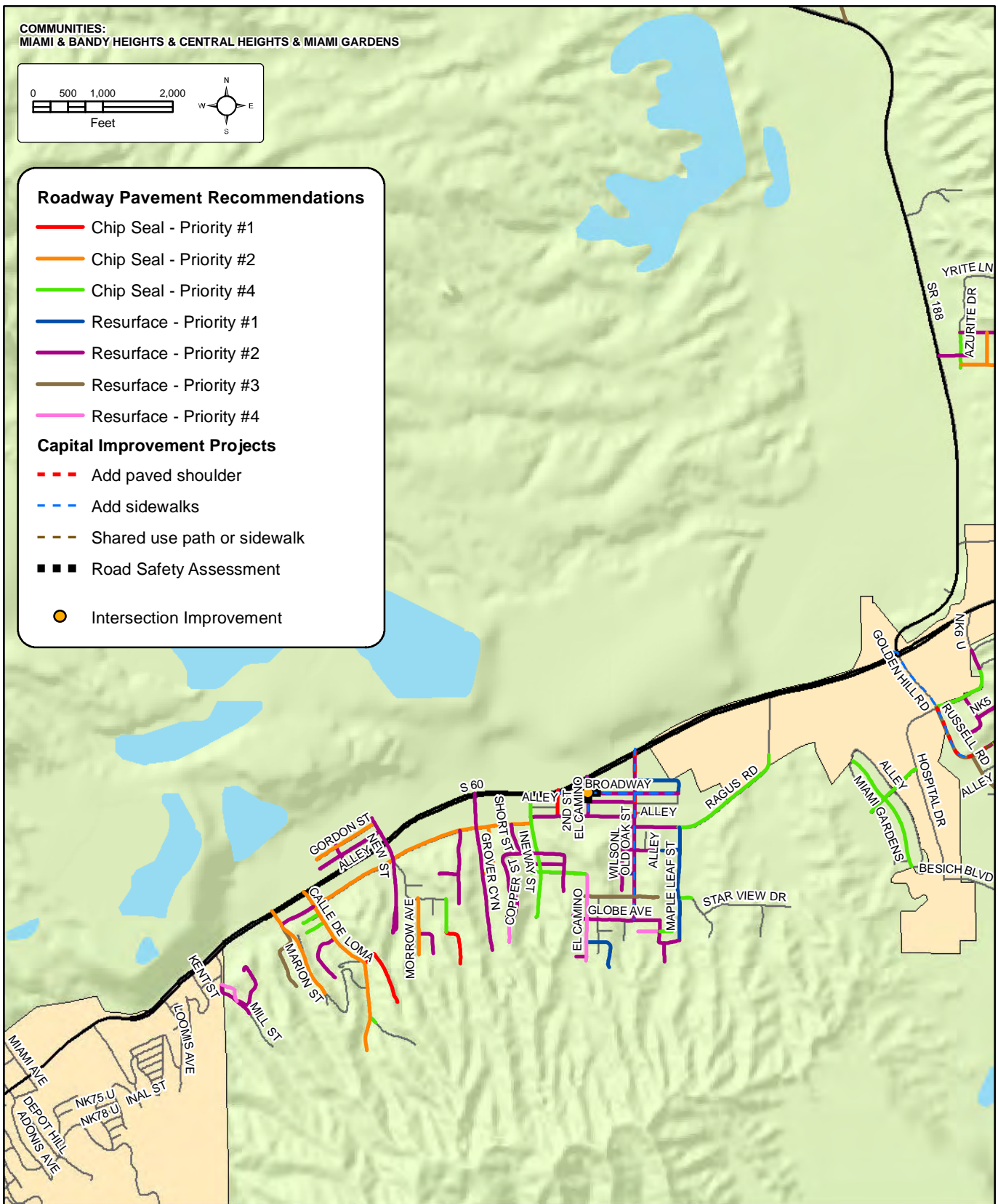


Roadway Pavement Recommendations

- Chip Seal - Priority #1
- Chip Seal - Priority #2
- Chip Seal - Priority #4
- Resurface - Priority #1
- Resurface - Priority #2
- Resurface - Priority #3
- Resurface - Priority #4

Capital Improvement Projects

- - - Add paved shoulder
- - - Add sidewalks
- - - Shared use path or sidewalk
- ■ ■ Road Safety Assessment
- Intersection Improvement



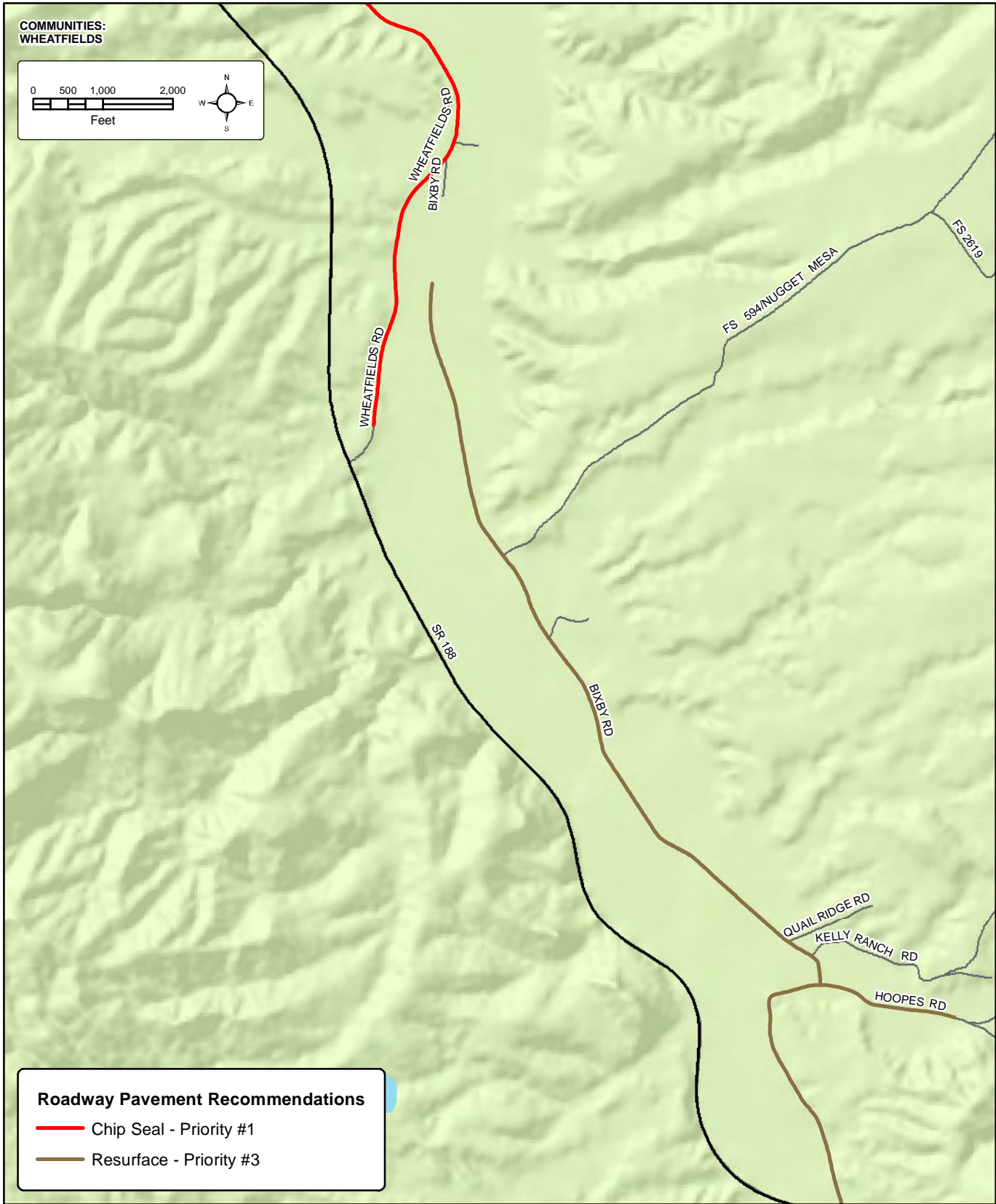
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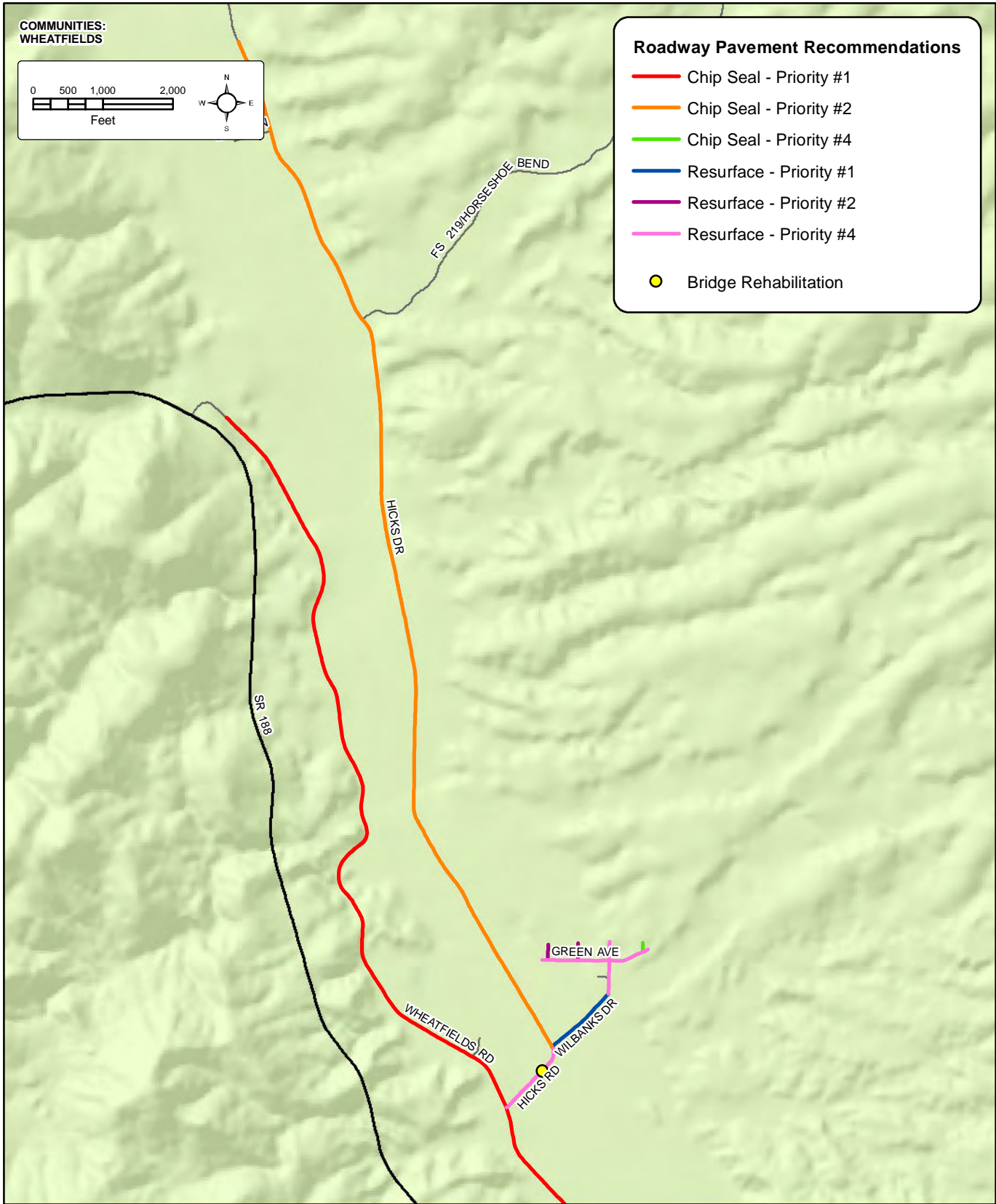
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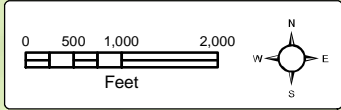
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Recommended Improvements



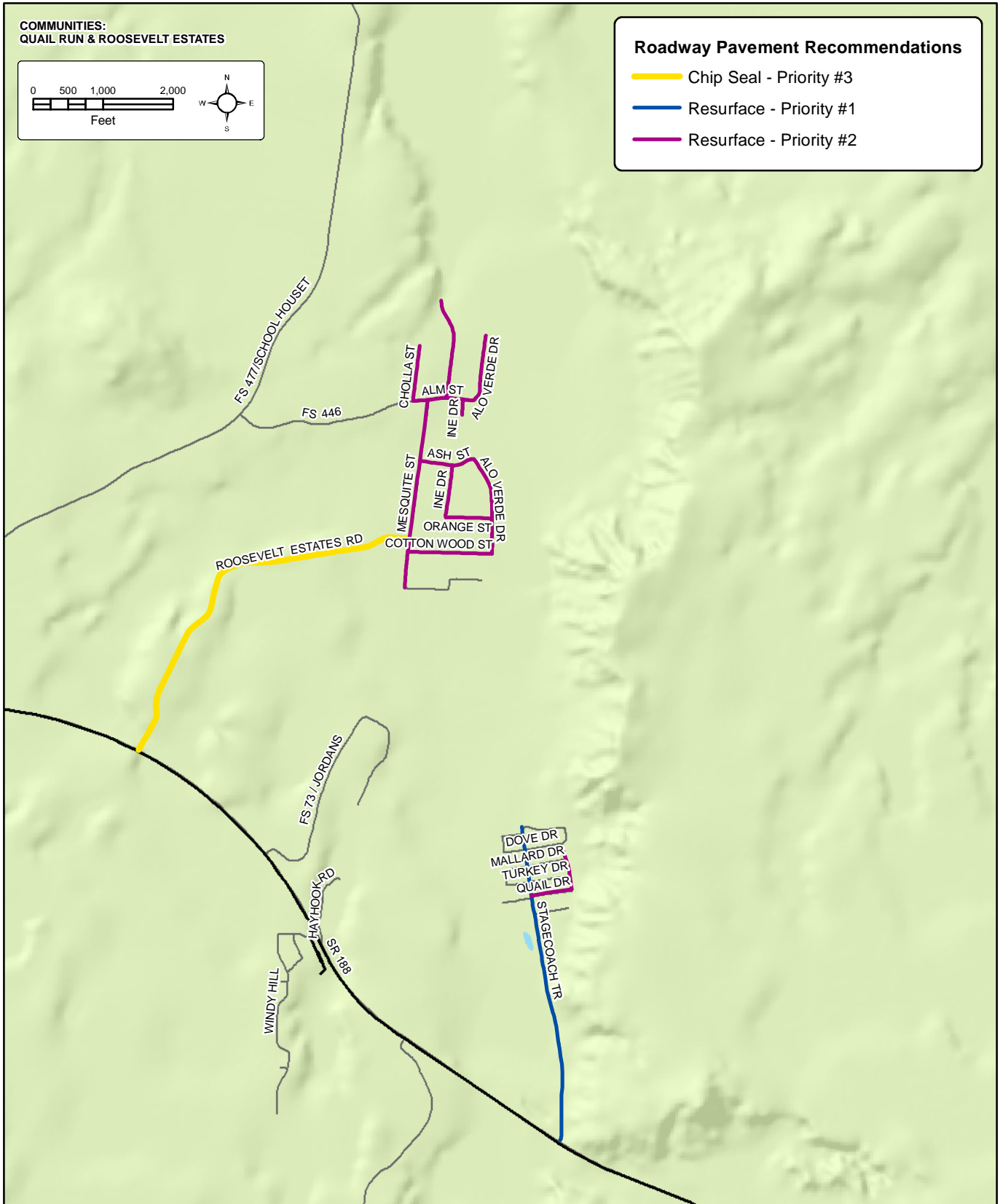


COMMUNITIES:
QUAIL RUN & ROOSEVELT ESTATES



Roadway Pavement Recommendations

- Chip Seal - Priority #3
- Resurface - Priority #1
- Resurface - Priority #2



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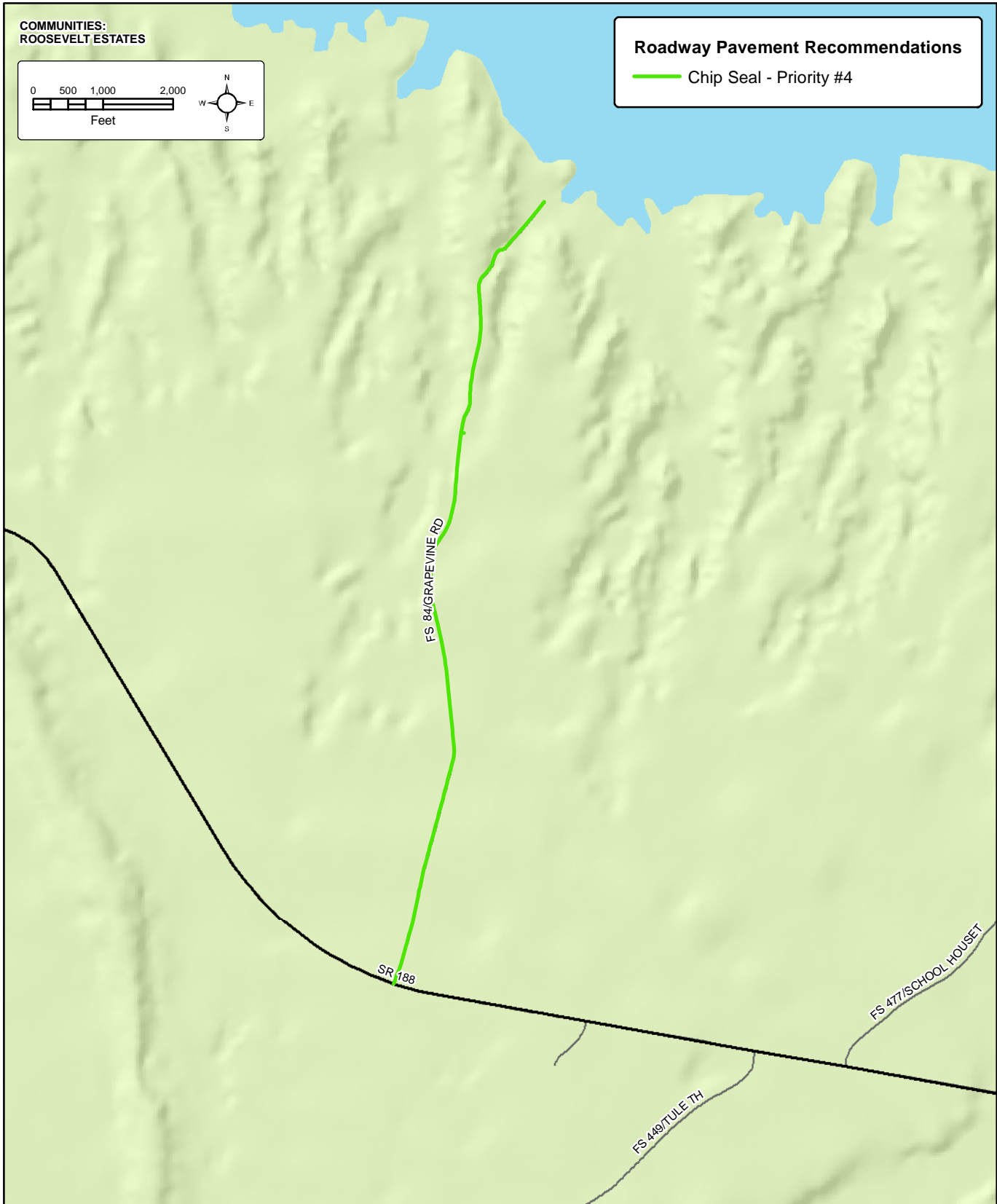
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Transportation Study

Gila County, Arizona

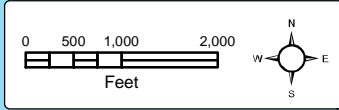


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Recommended Improvements

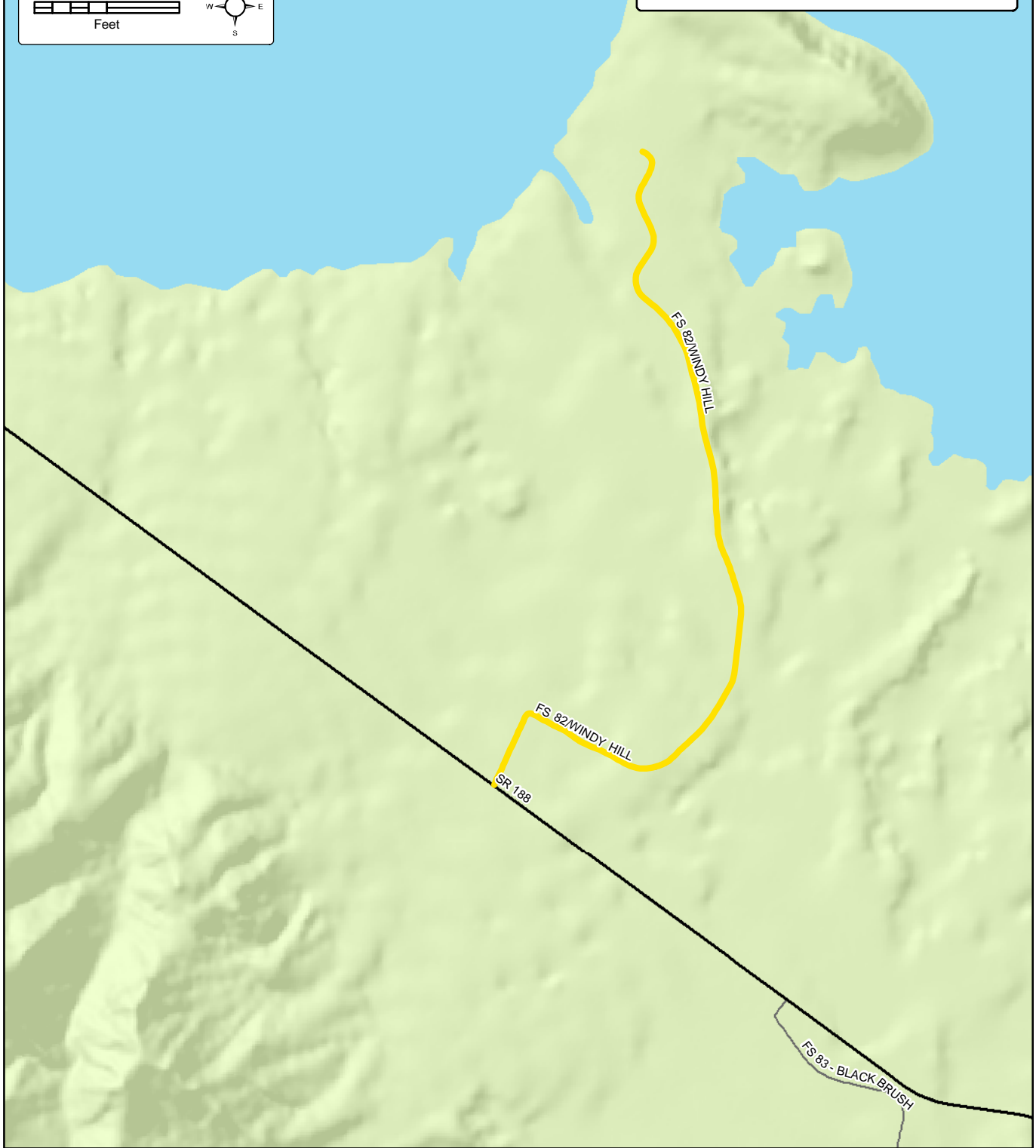


COMMUNITIES:
ROOSEVELT ESTATES



Roadway Pavement Recommendations

— Chip Seal - Priority #3



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Gila County
Transportation Study

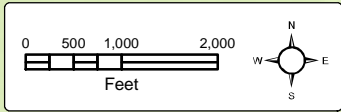
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and Associates, Inc.

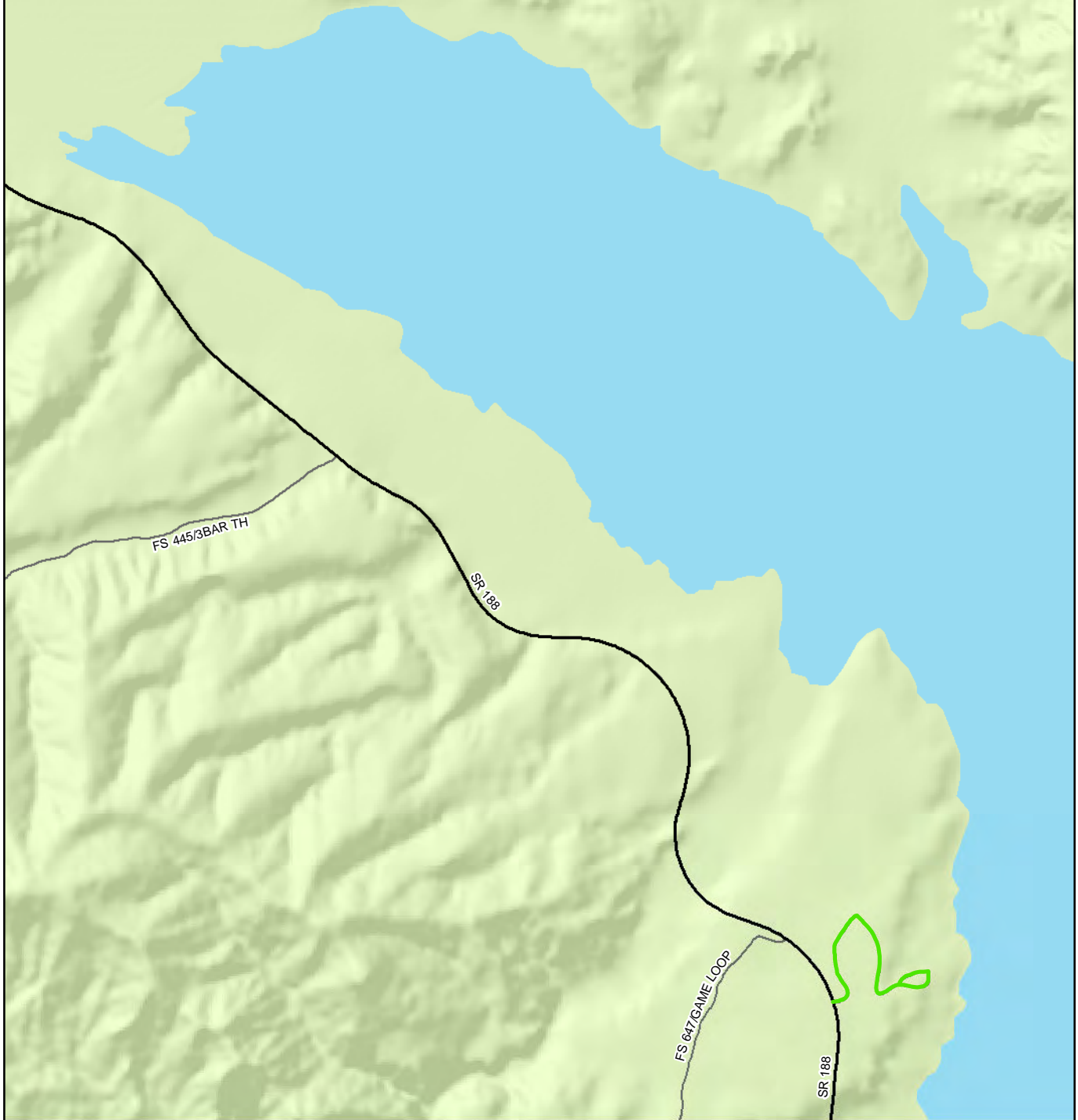
Recommended Improvements

COMMUNITIES:
LAKE ROOSEVELT



Roadway Pavement Recommendations

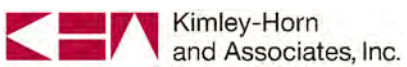
— Chip Seal - Priority #4



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Gila County
Transportation Study

Gila County, Arizona




Recommended Improvements



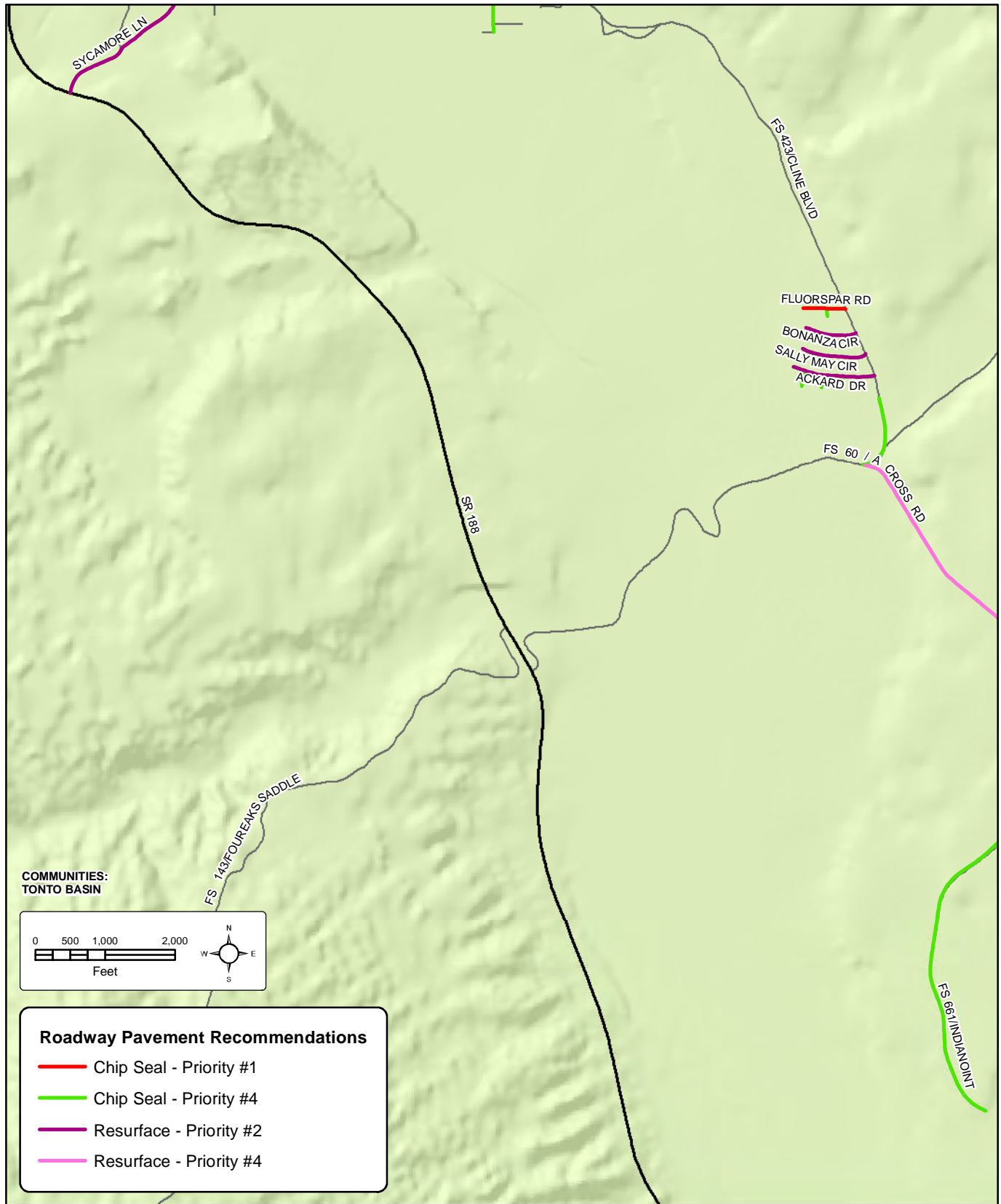
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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

Recommended Improvements






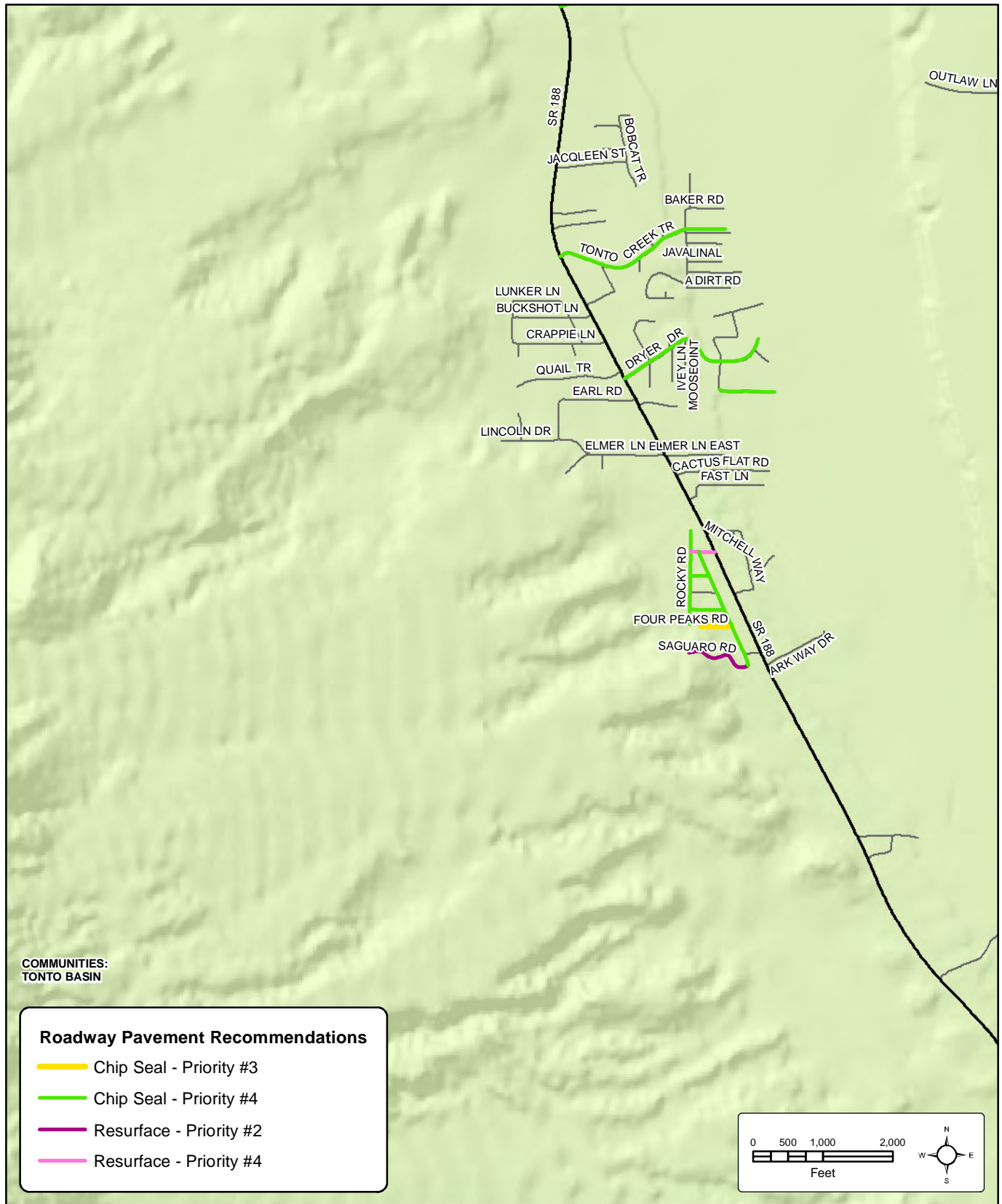
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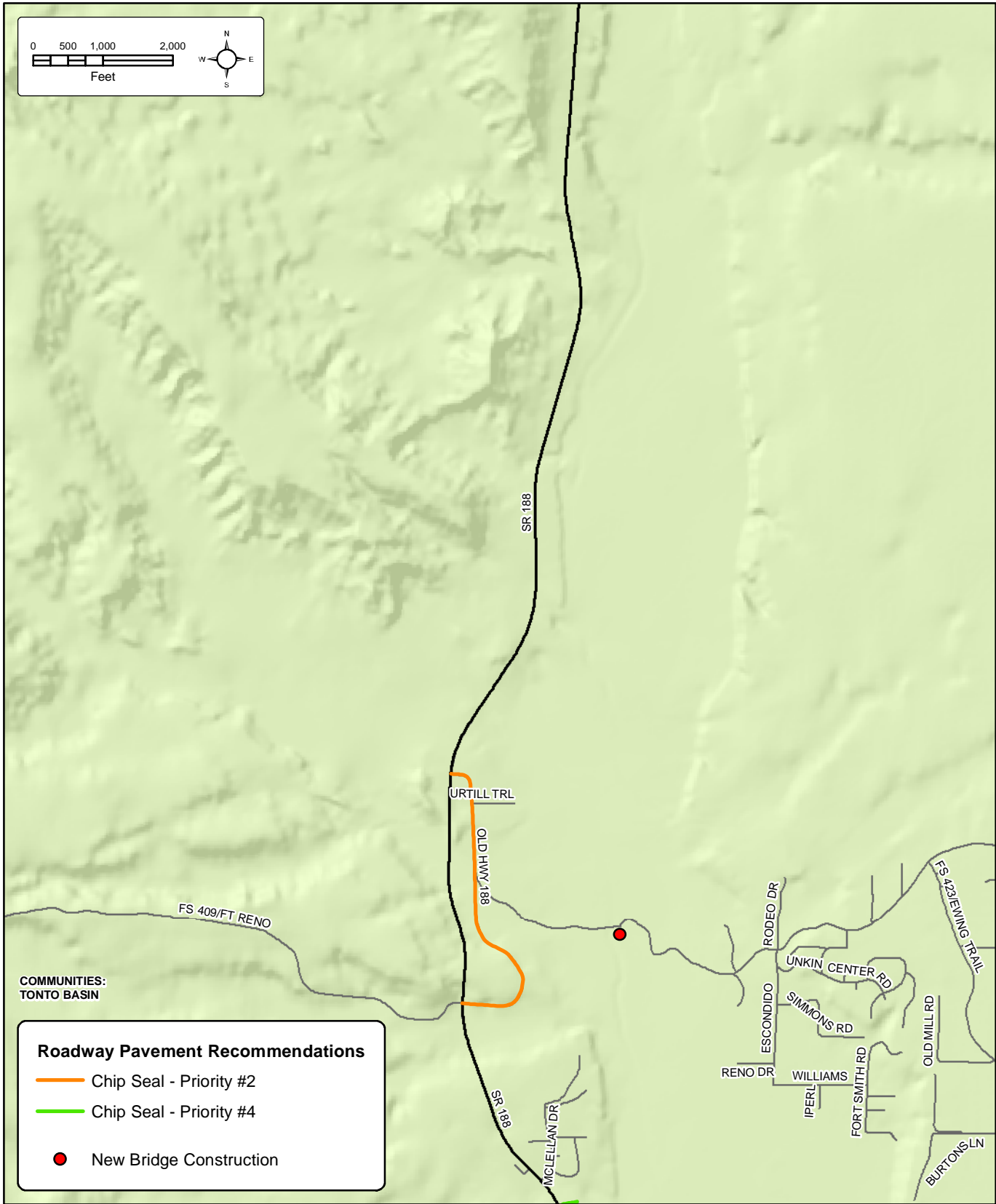
Gila County
Transportation Study

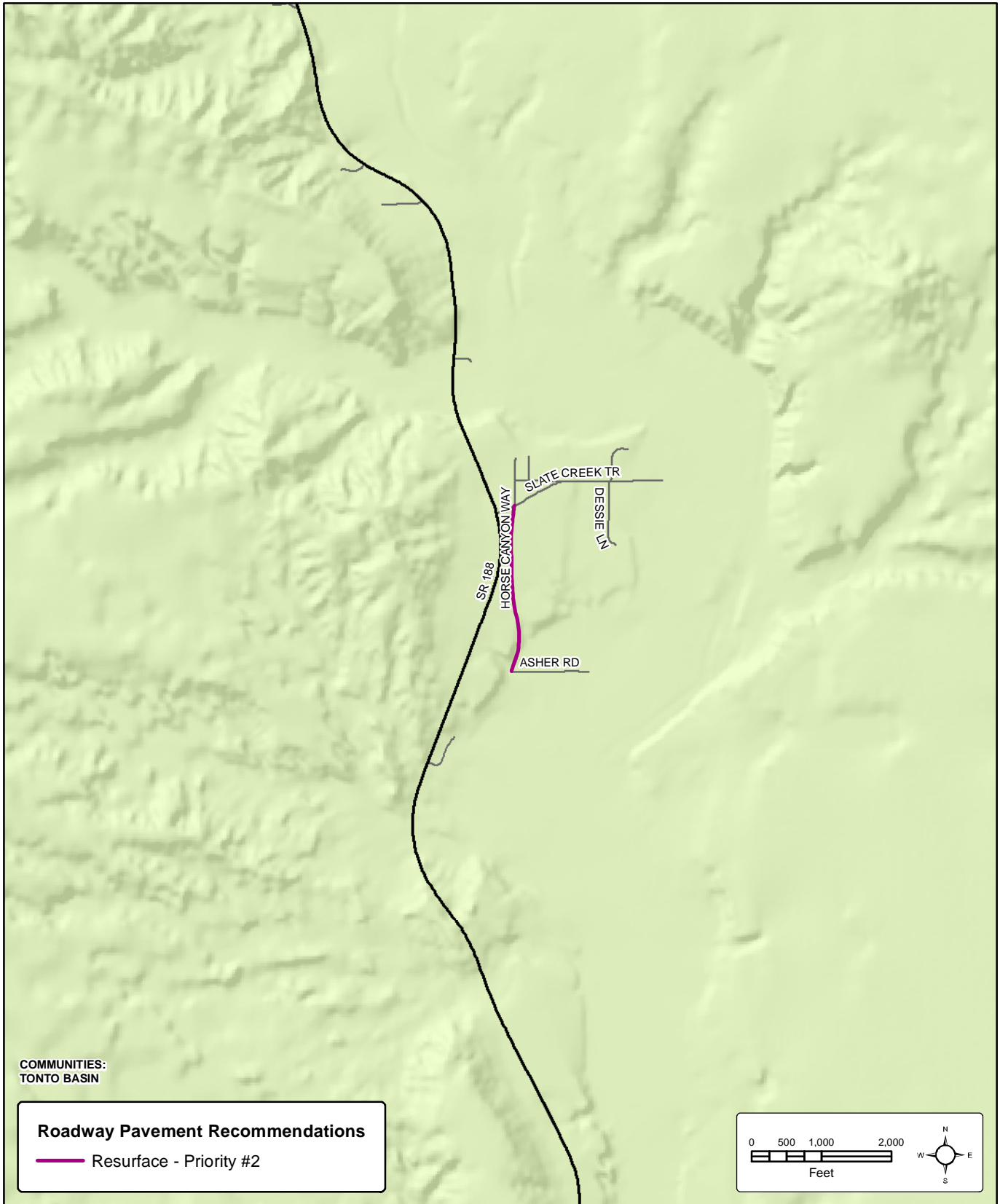
Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

Recommended Improvements








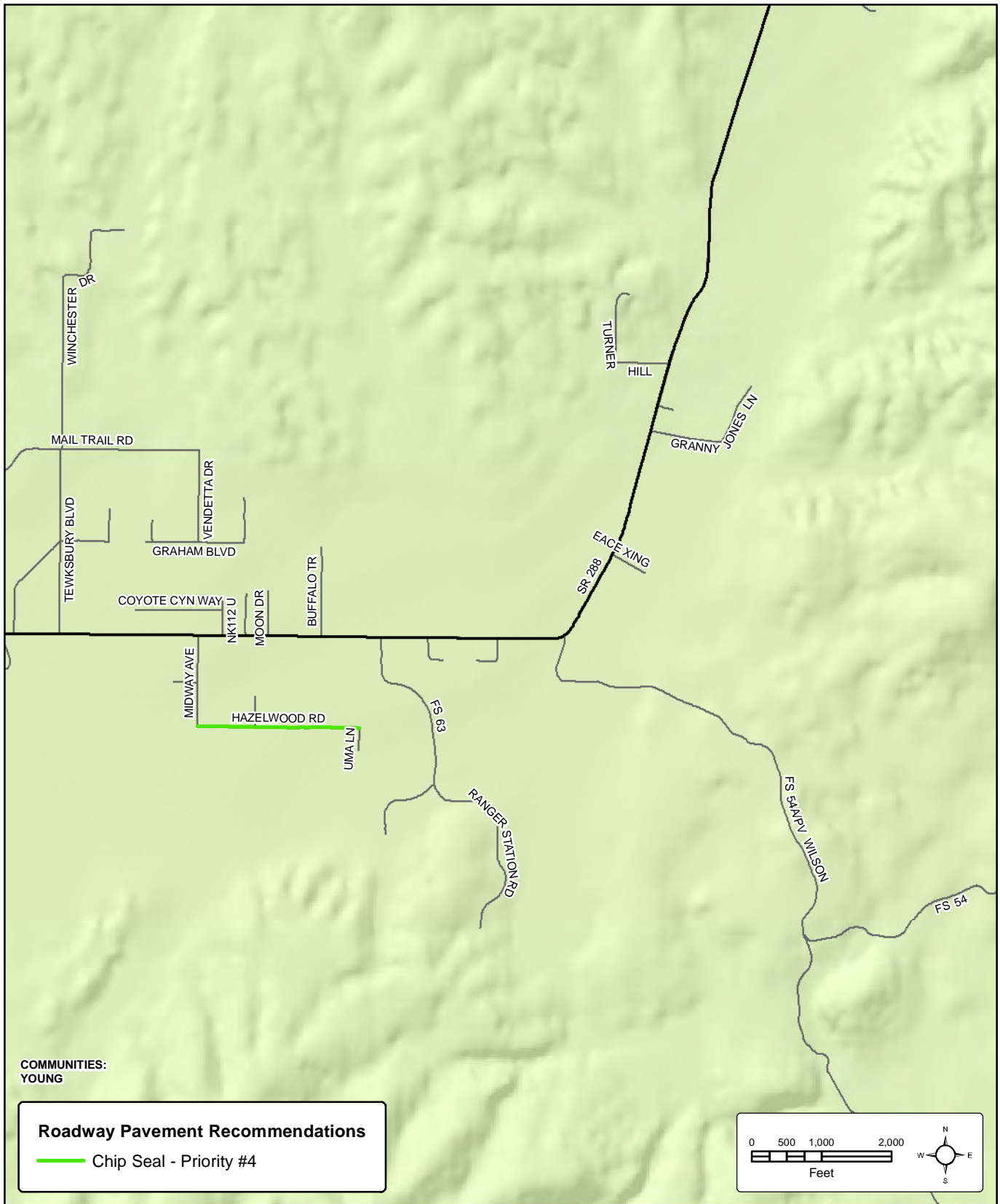
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Gila County
Transportation Study

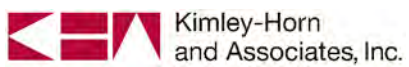
Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

Recommended Improvements



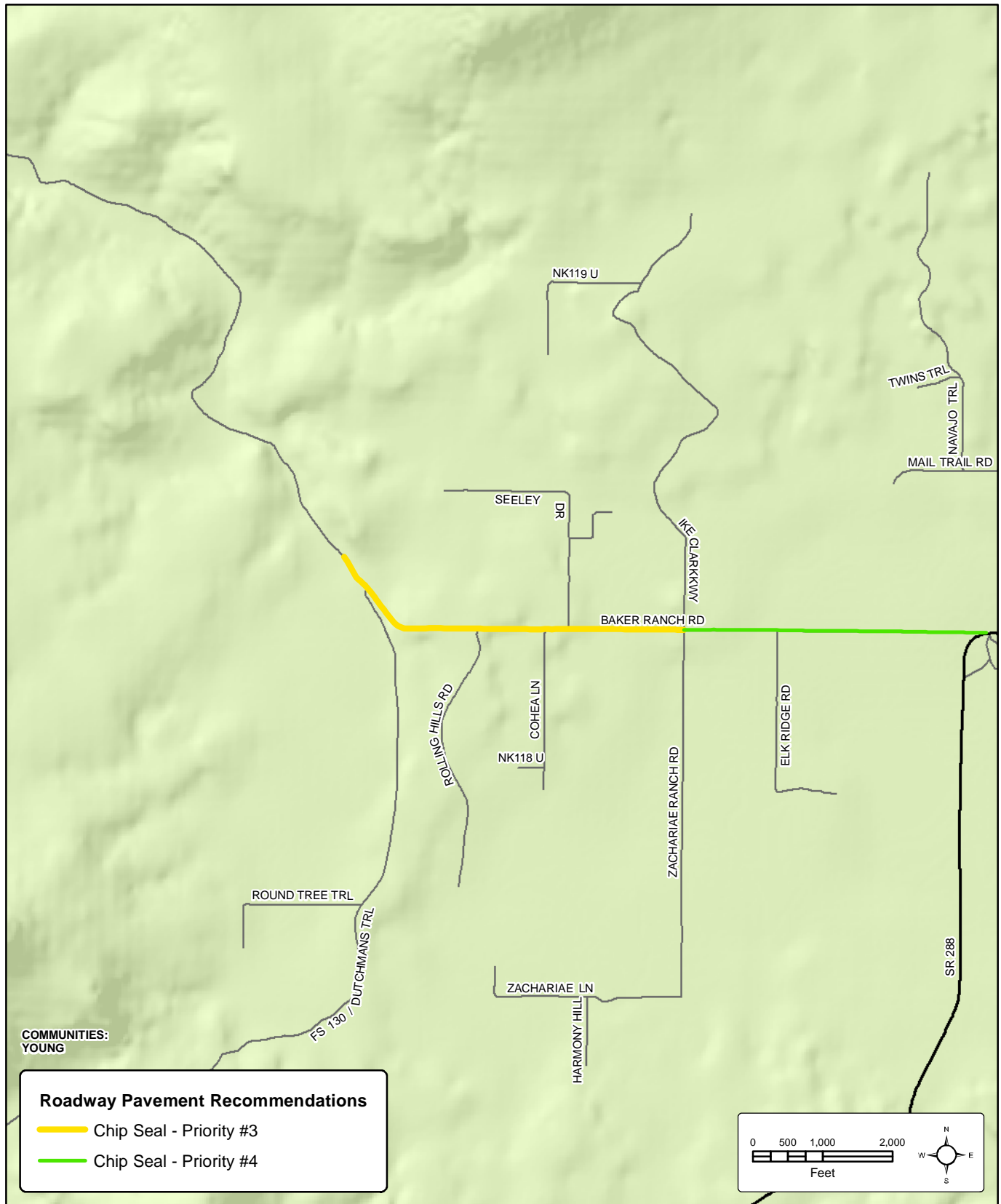
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Gila County
Transportation Study

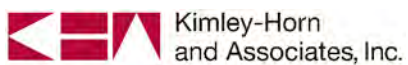
Gila County, Arizona

Recommended Improvements





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Gila County
Transportation Study

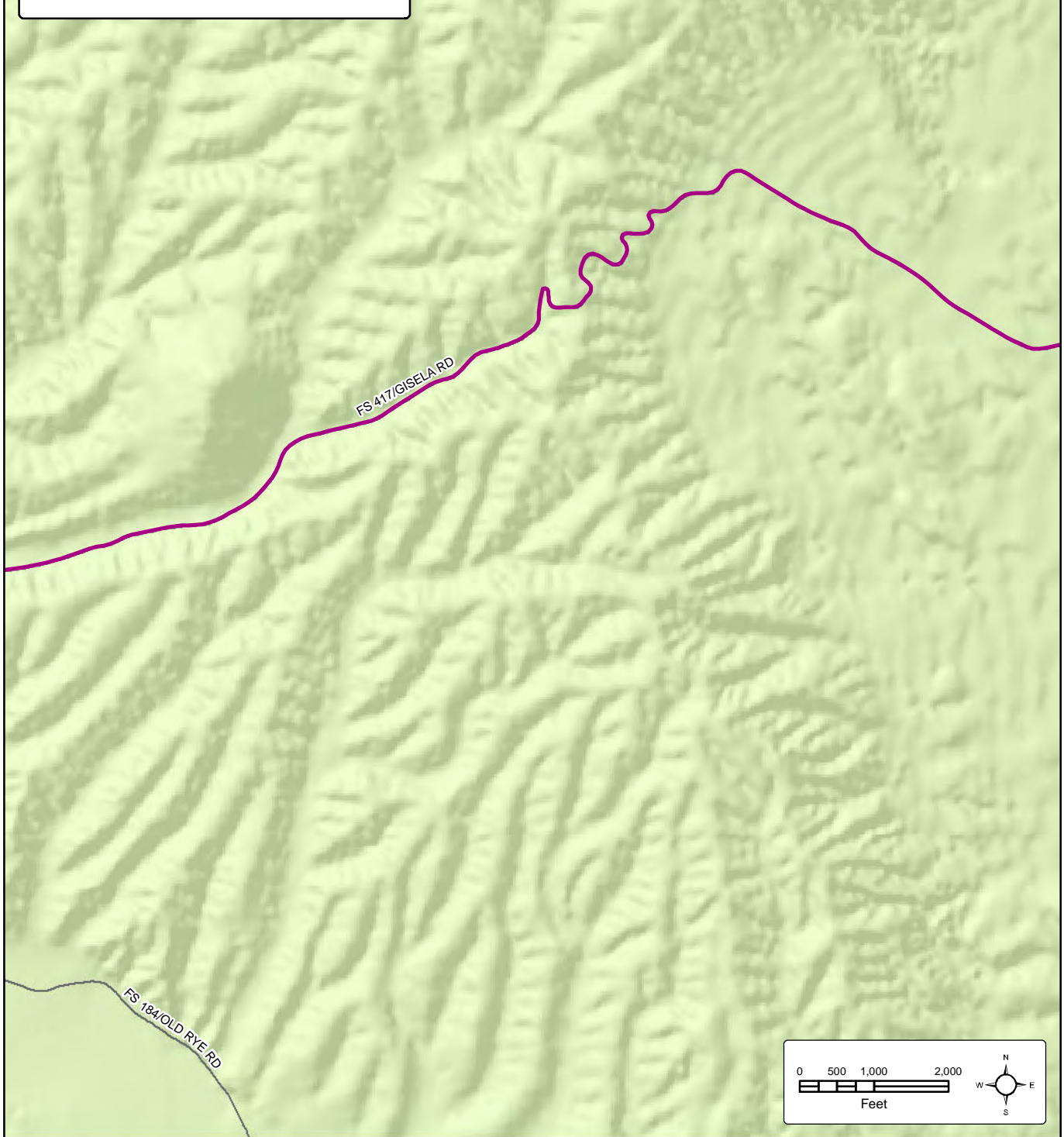
Gila County, Arizona

Recommended Improvements

COMMUNITIES:
GISELA

Roadway Pavement Recommendations


— Resurface - Priority #2



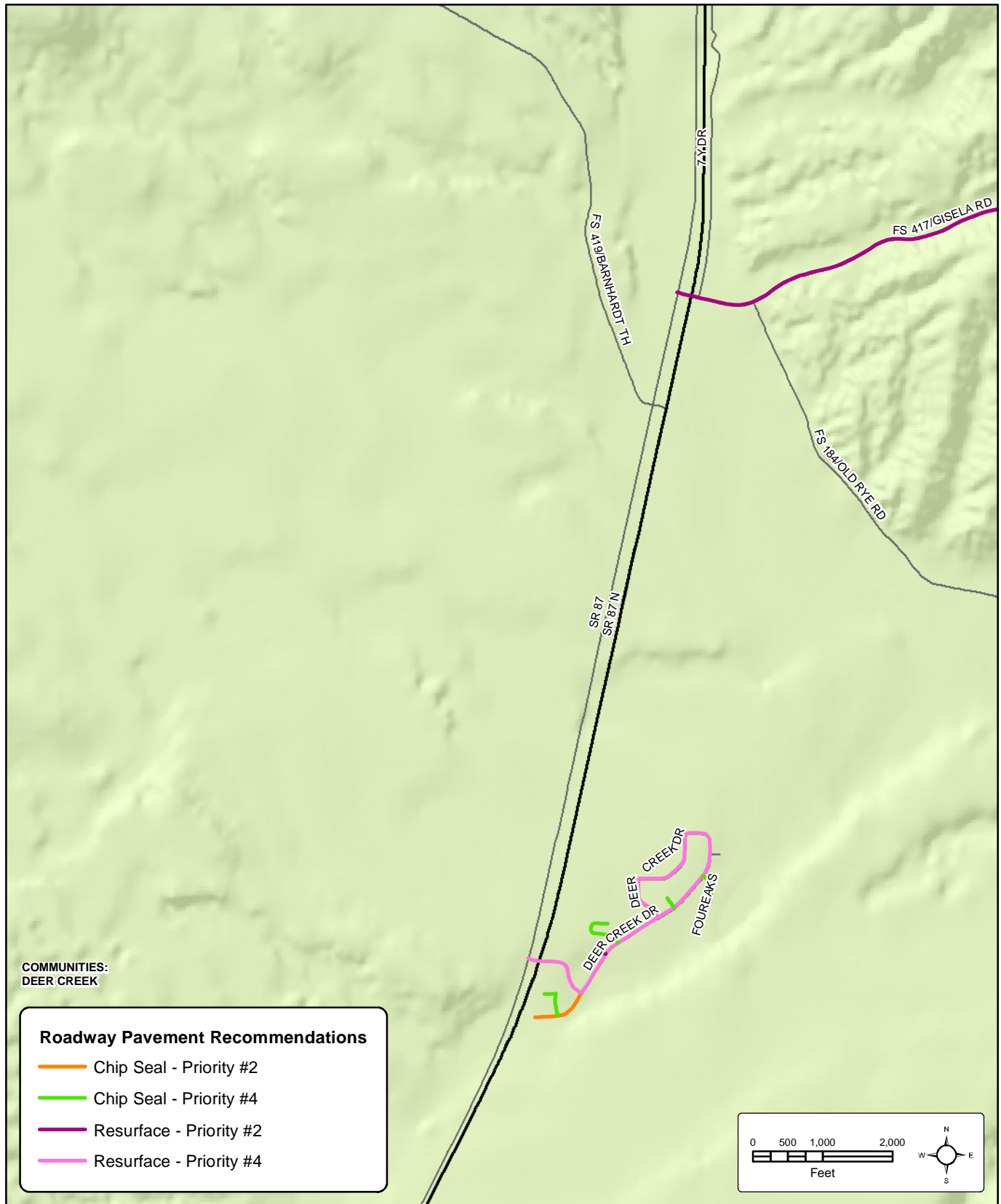
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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.


Recommended Improvements



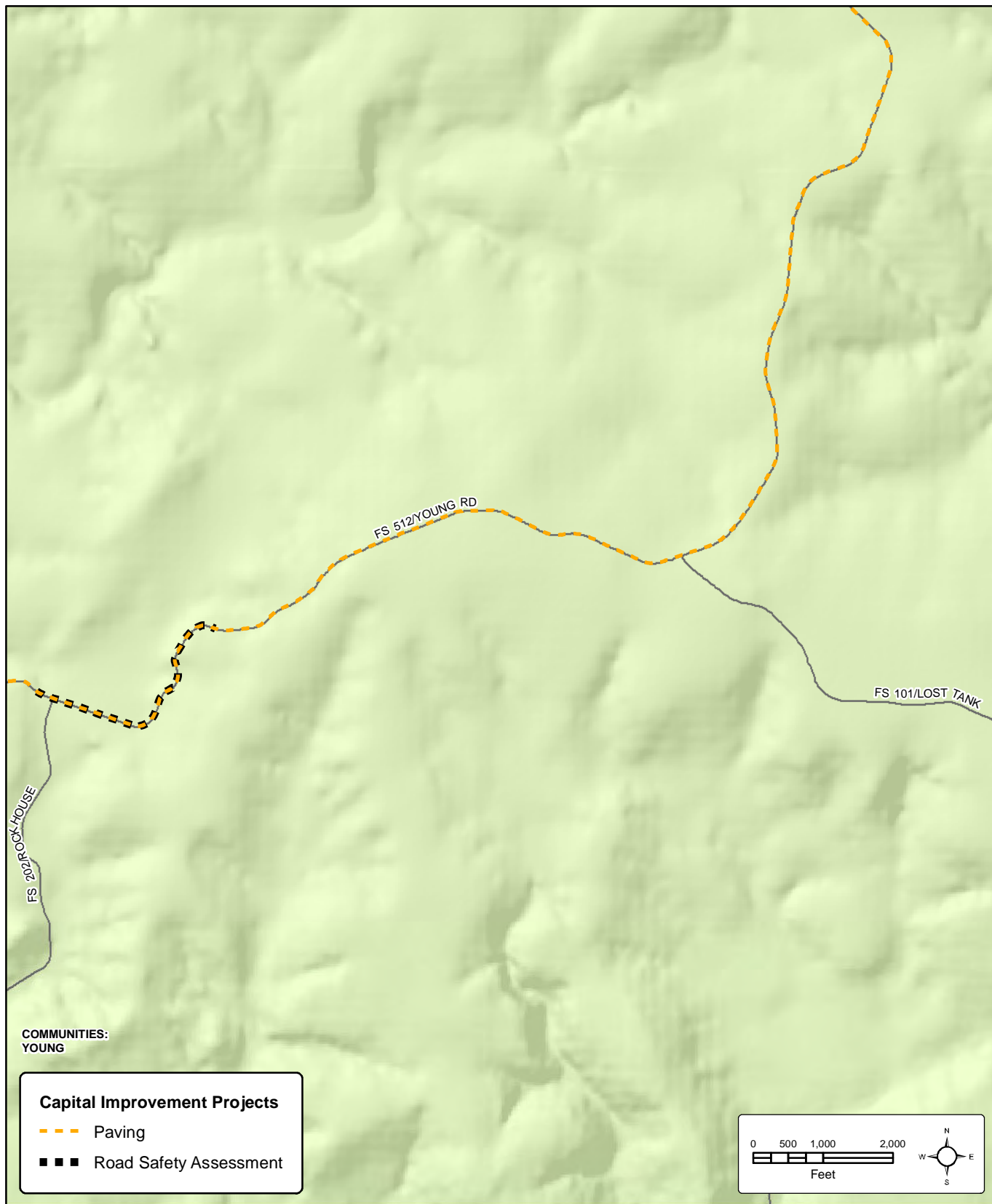
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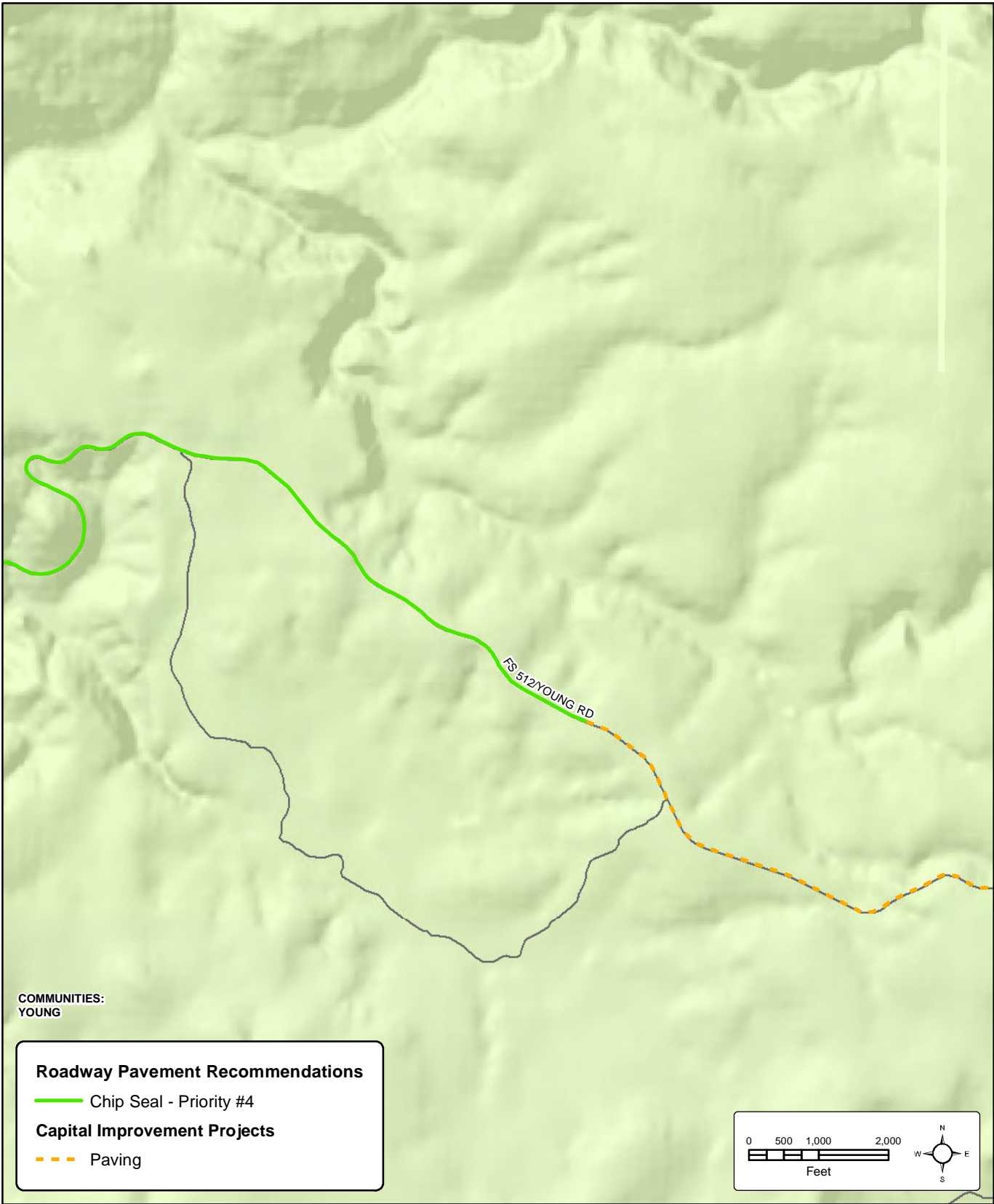
Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

Recommended Improvements





COMMUNITIES:
YOUNG

Roadway Pavement Recommendations


— Chip Seal - Priority #4



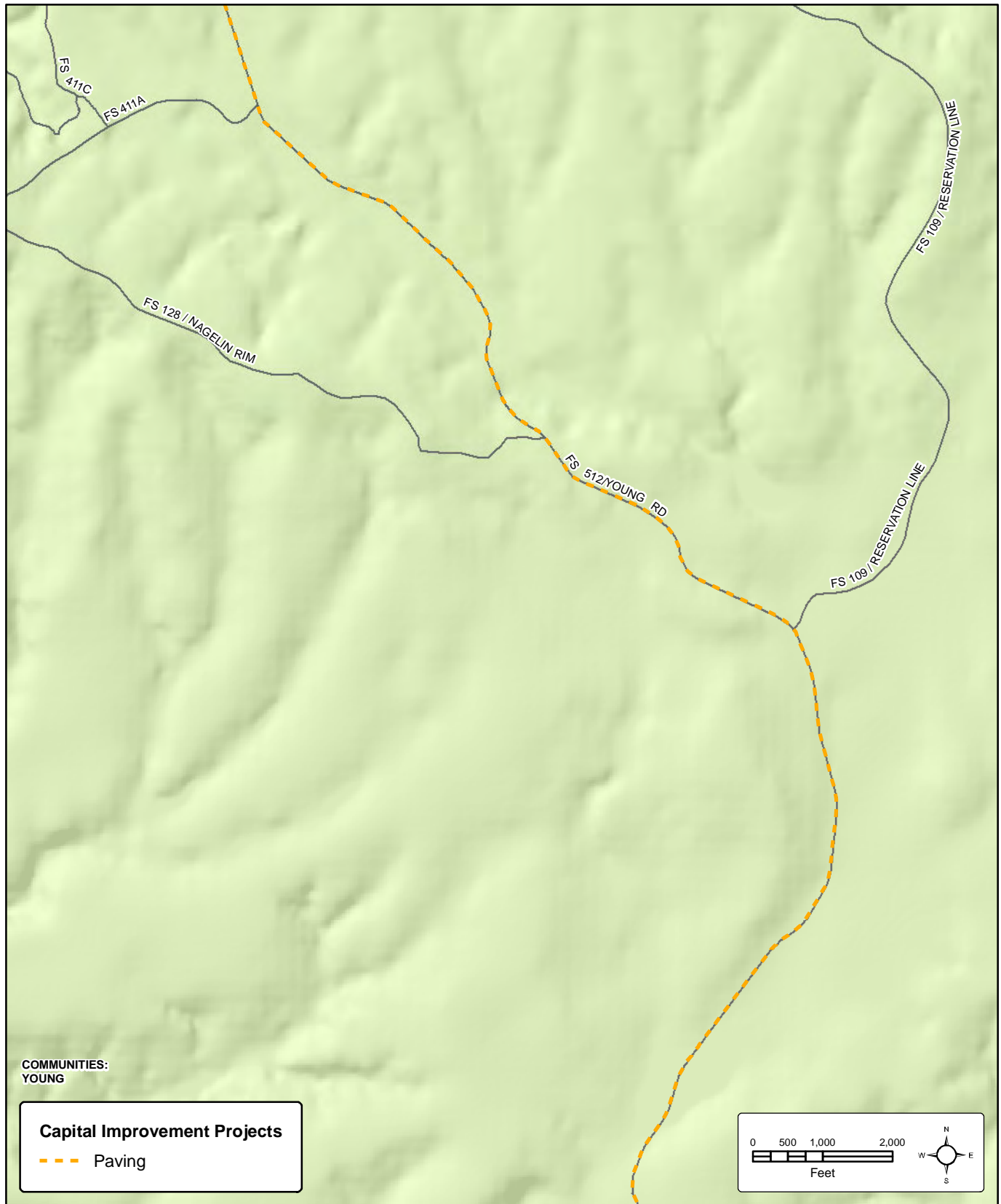
Sheet 29 of 49

Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.


Recommended Improvements



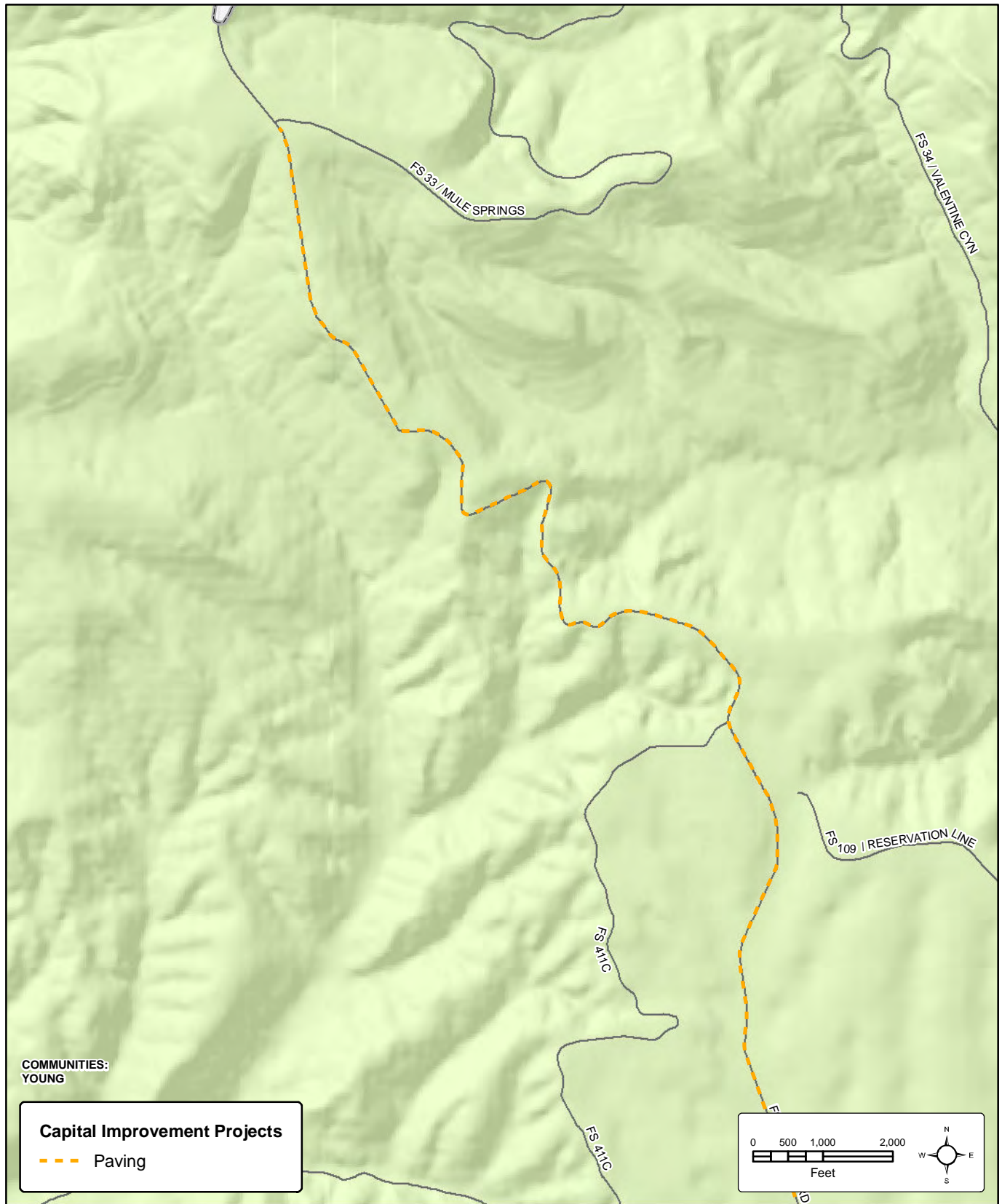
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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.


Recommended Improvements



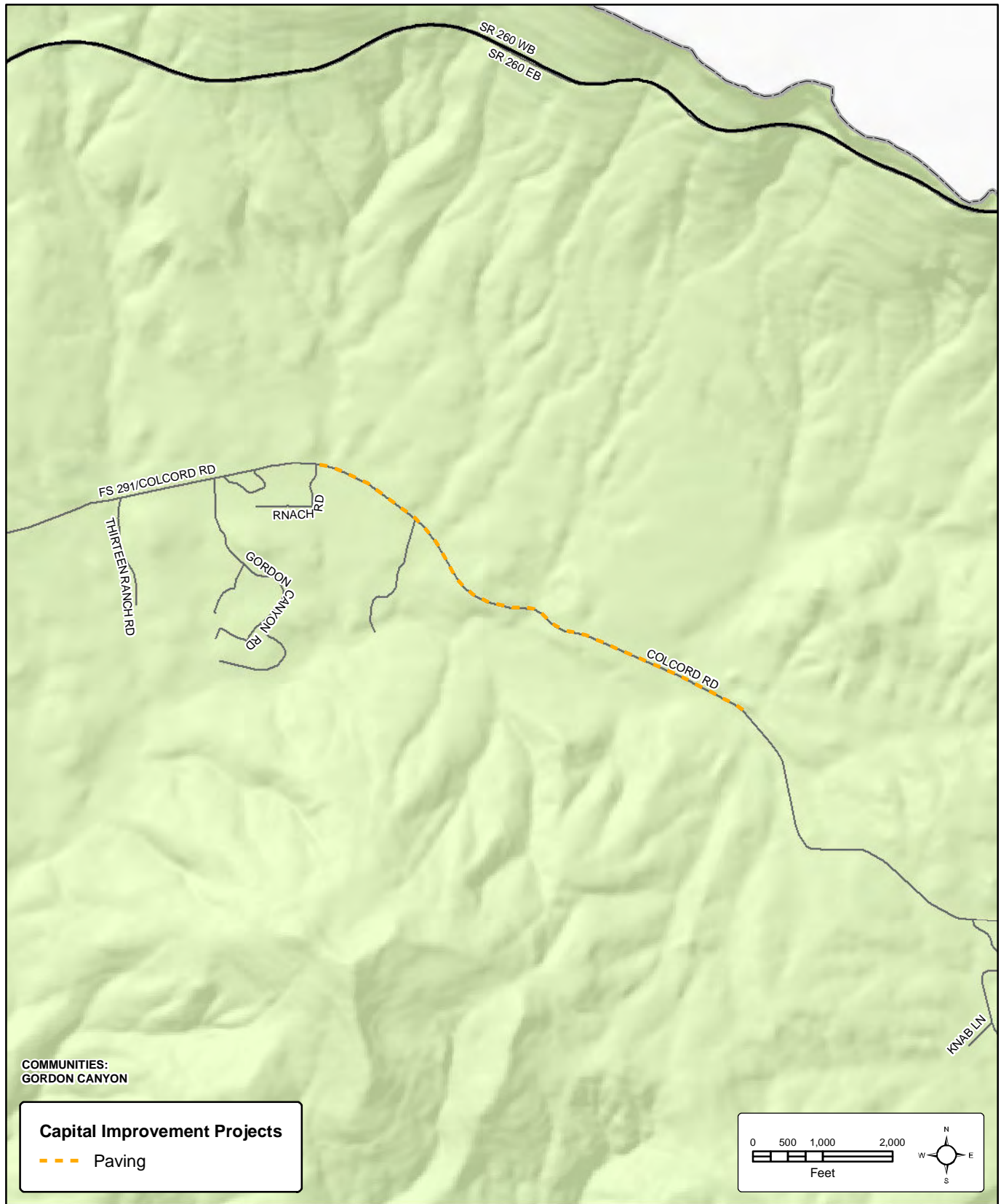
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**Gila County
Transportation Study**

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.


Recommended Improvements



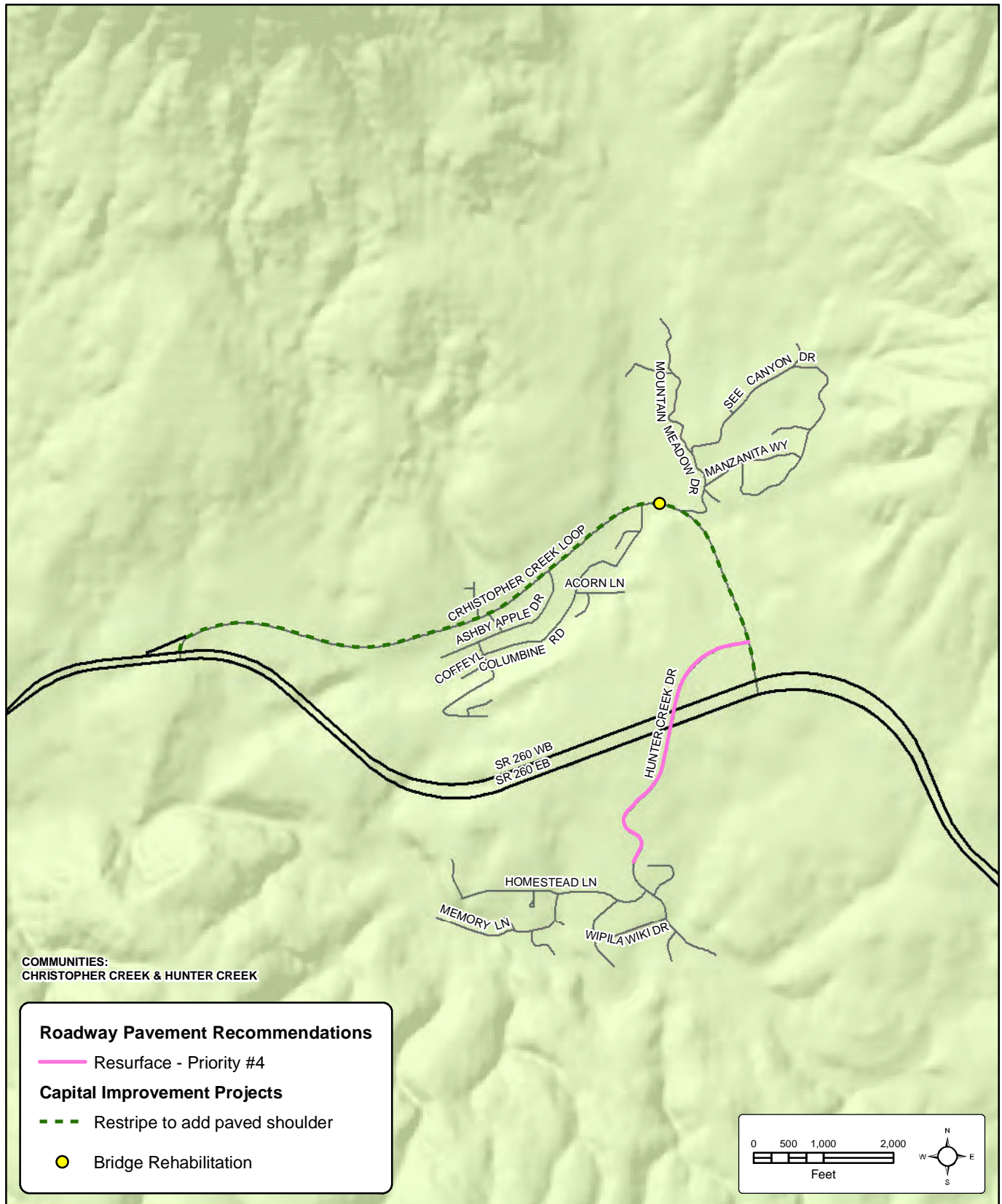
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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.


Recommended Improvements



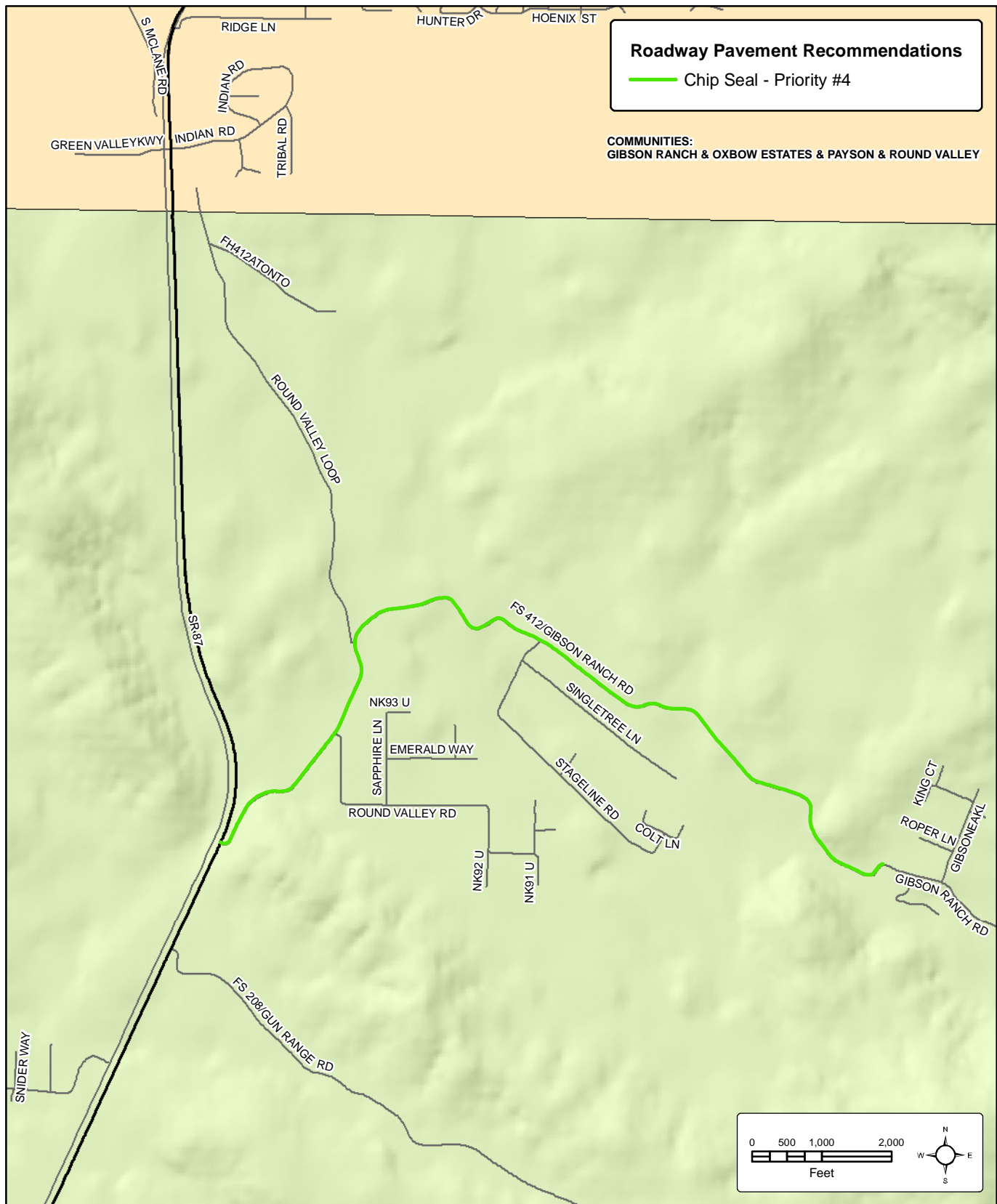
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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

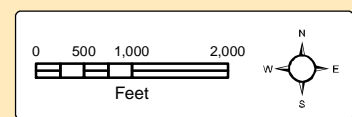
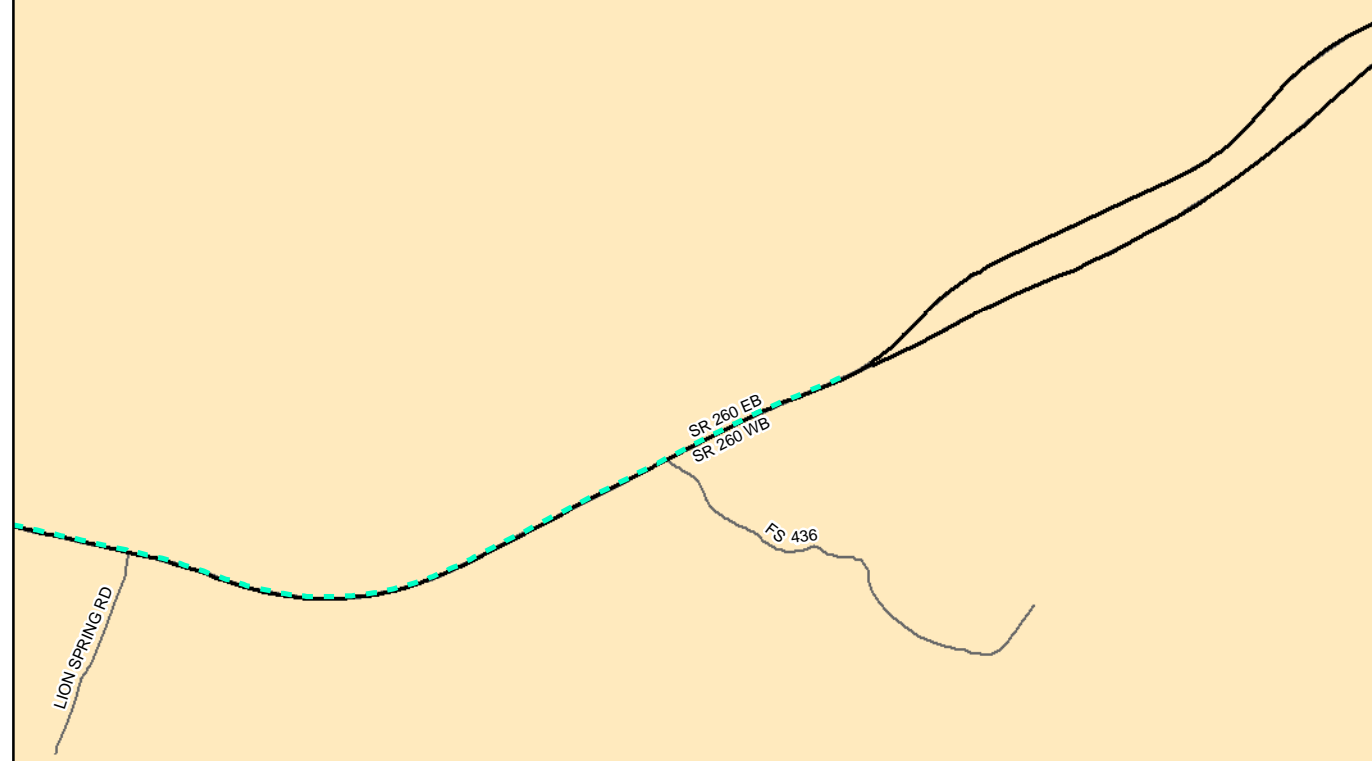
Recommended Improvements



Capital Improvement Projects

--- Widen to 4-lane divided highway

COMMUNITIES:
STAR VALLEY



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**Gila County
Transportation Study**

Gila County, Arizona

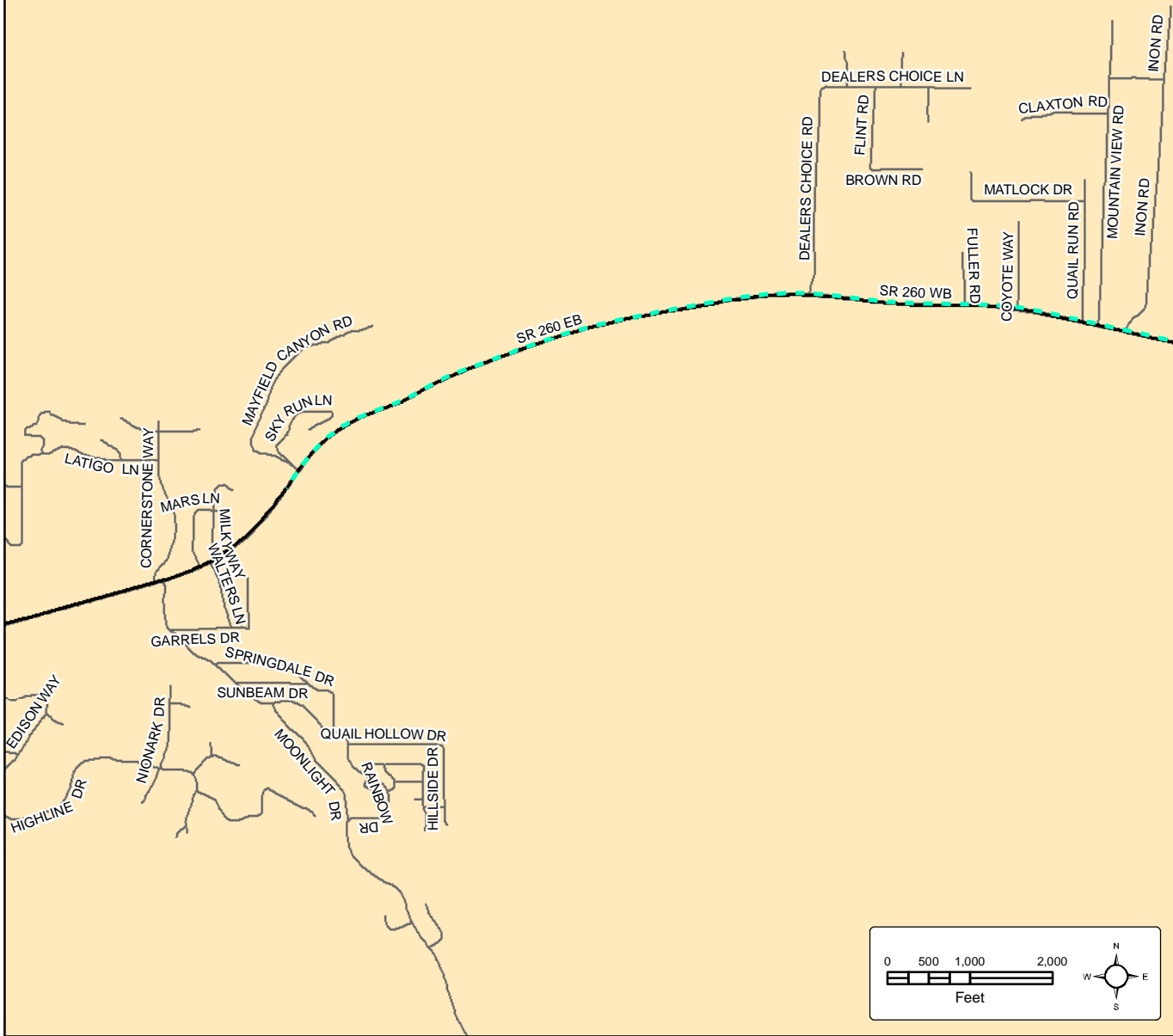


Recommended Improvements

Capital Improvement Projects

----- Widen to 4-lane divided highway

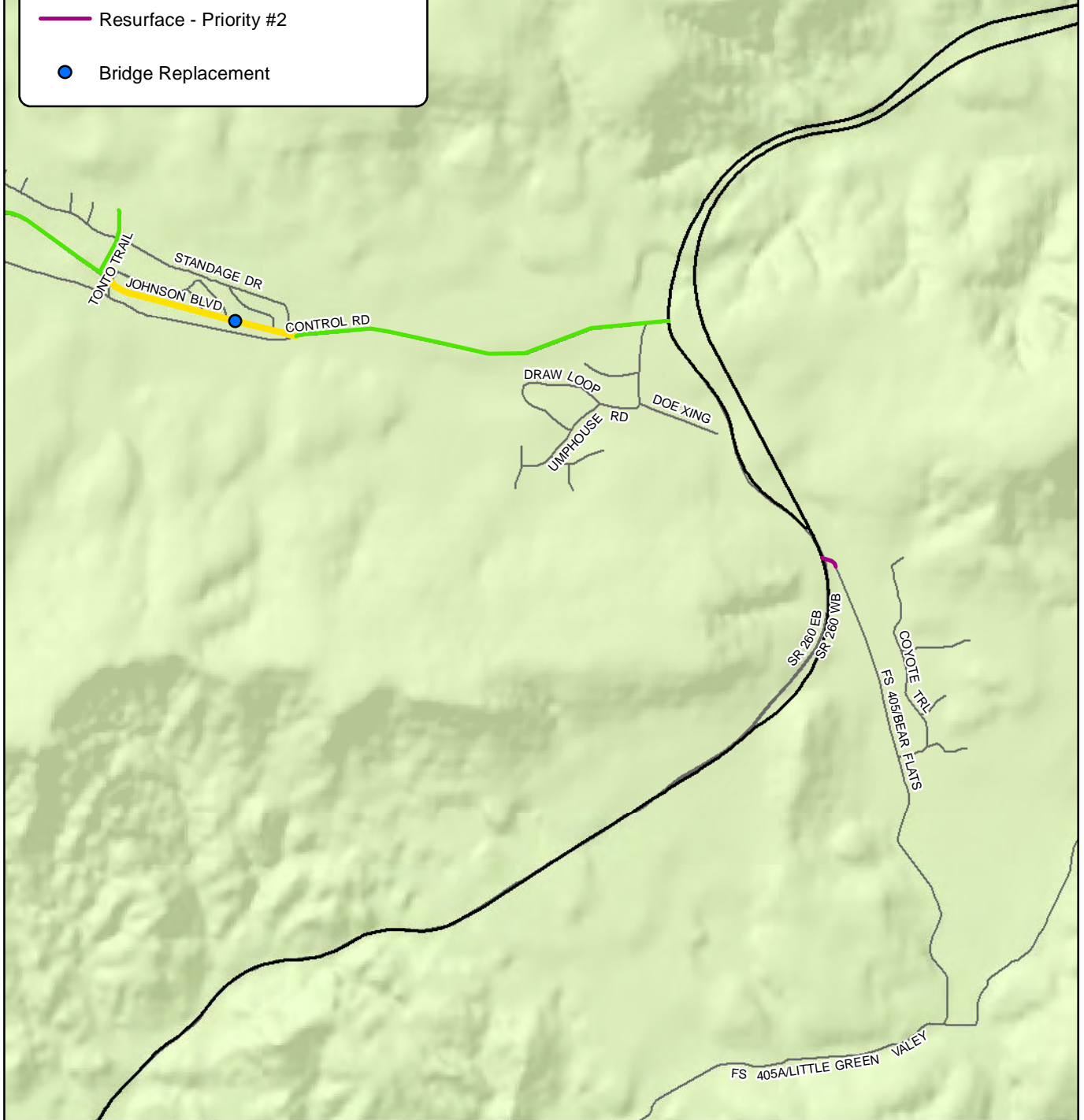
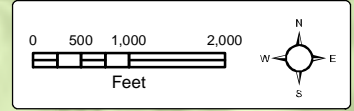
COMMUNITIES:
STAR VALLEY



COMMUNITIES:
TONTA VILLAGE & THOMPSON DRAW 1 SUMMER HOMES

Roadway Pavement Recommendations

- Chip Seal - Priority #3
- Chip Seal - Priority #4
- Resurface - Priority #2
- Bridge Replacement



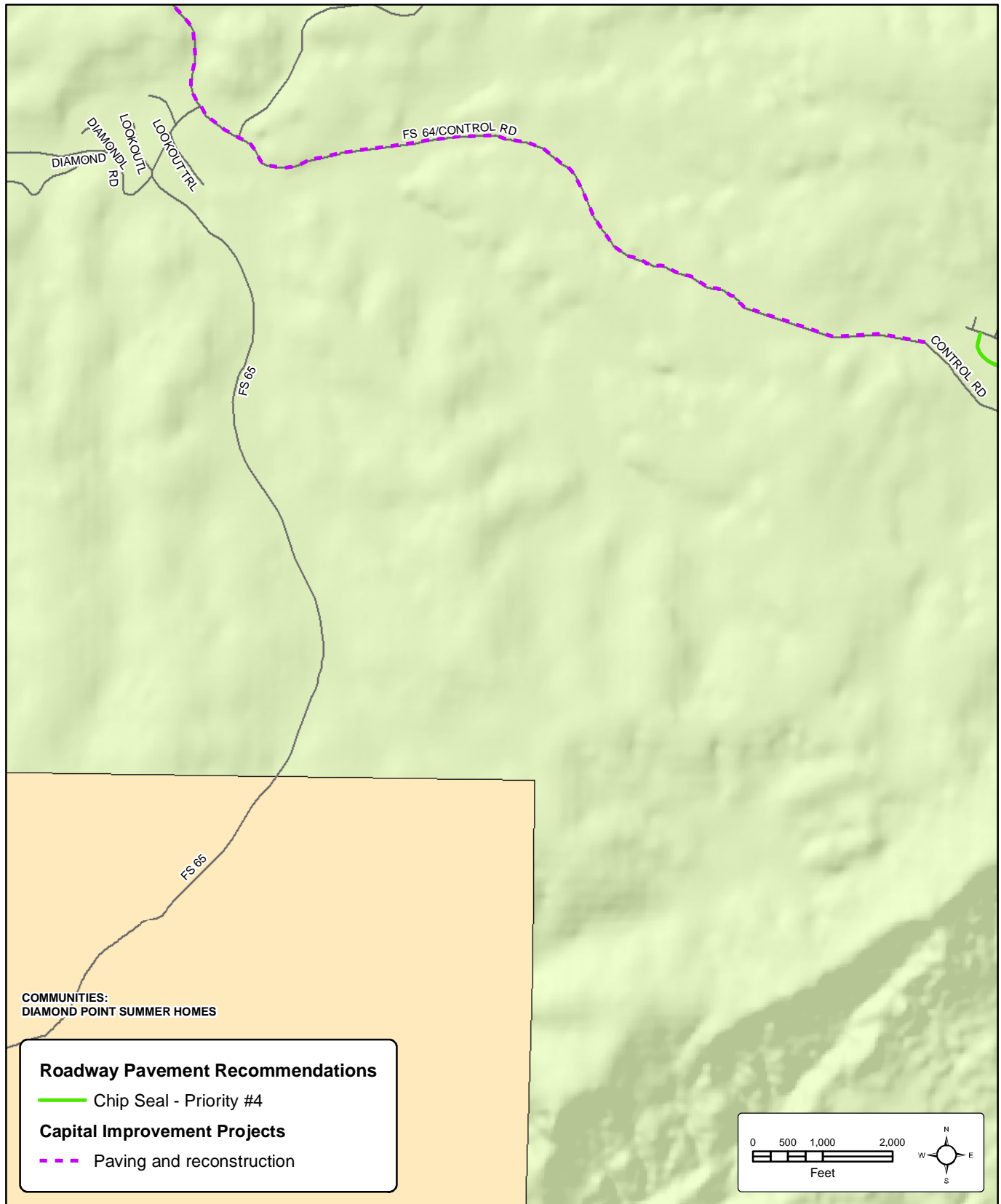
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Gila County
Transportation Study

Gila County, Arizona




Recommended Improvements



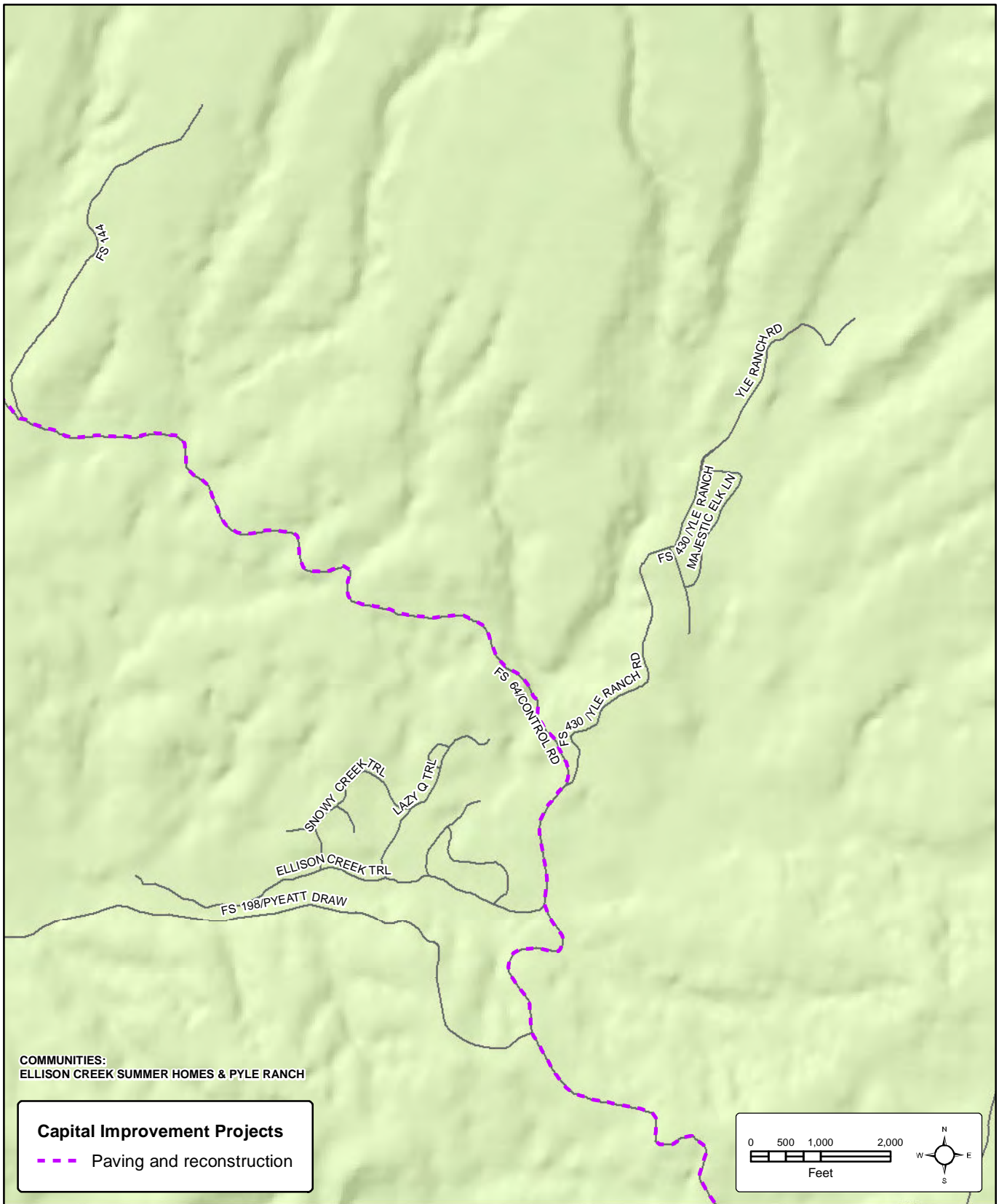
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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.


Recommended Improvements



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Gila County
Transportation Study

Gila County, Arizona

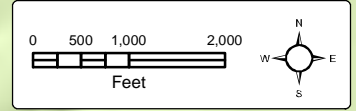
 Kimley-Horn
and Associates, Inc.

Recommended Improvements

COMMUNITIES:
BONITA CREEK

Capital Improvement Projects


--- Paving and reconstruction



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**Gila County
Transportation Study**

Gila County, Arizona

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and Associates, Inc.

Recommended Improvements

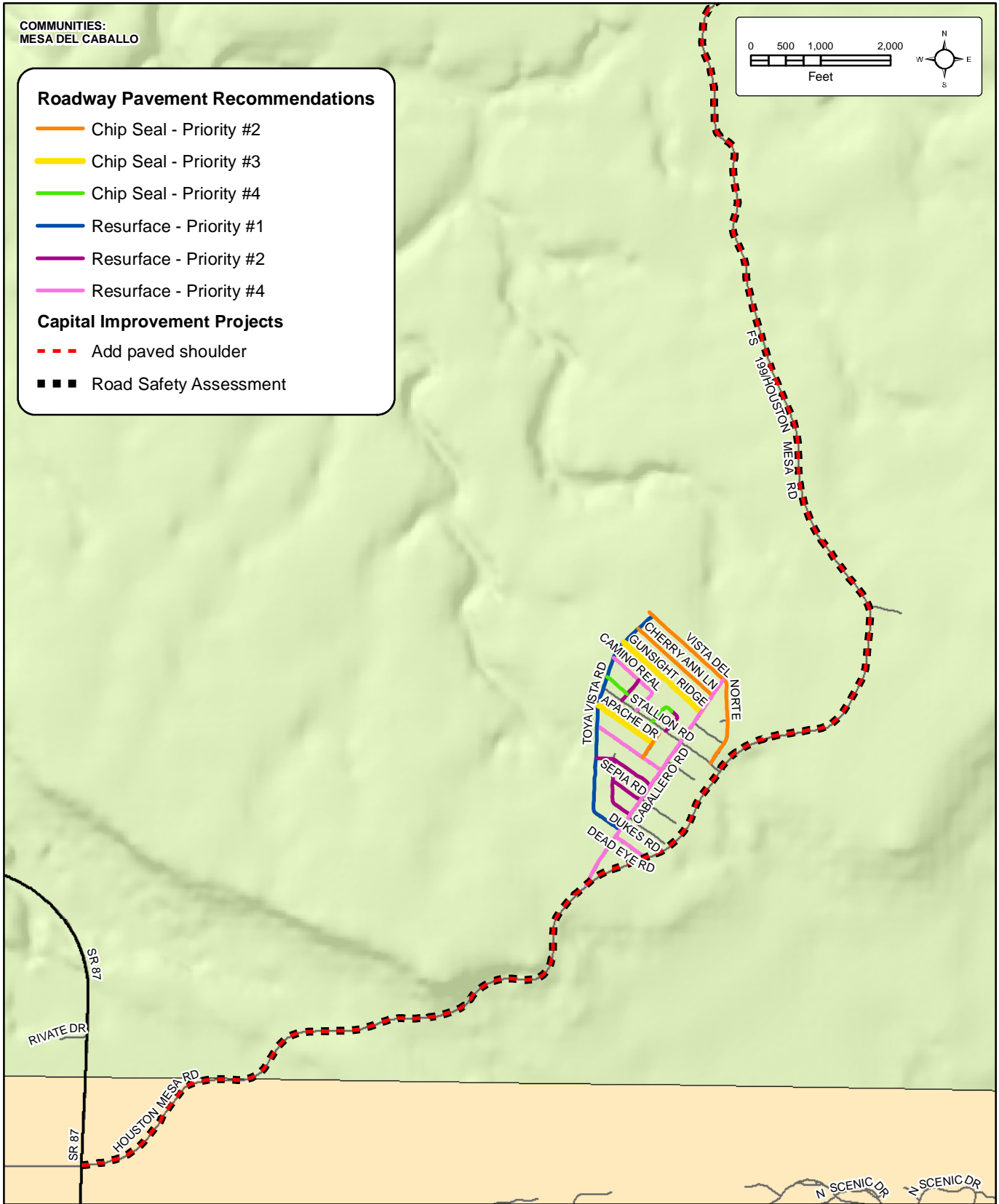
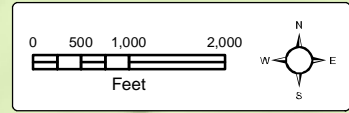
COMMUNITIES:
MESA DEL CABALLO

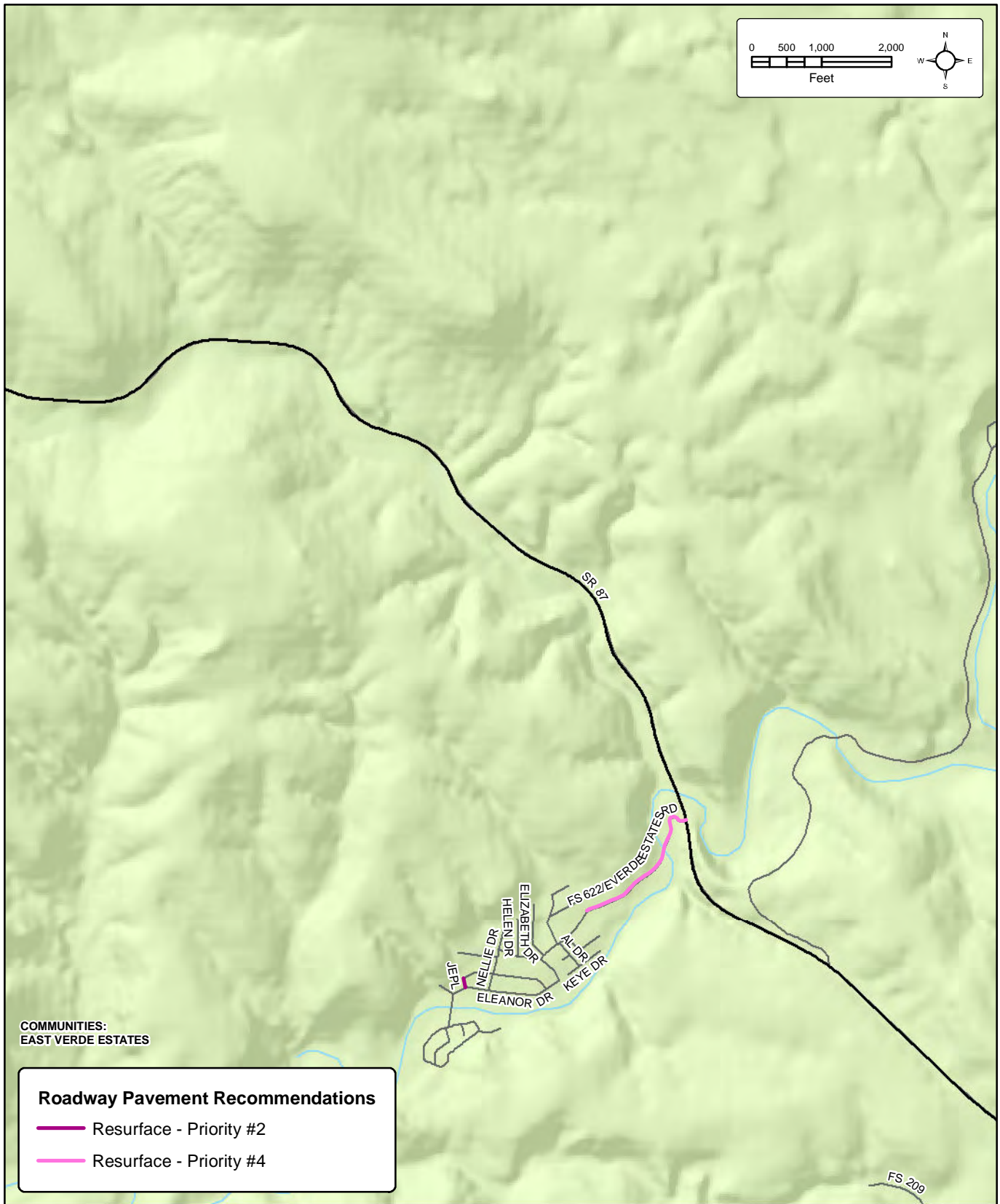
Roadway Pavement Recommendations

- Chip Seal - Priority #2
- Chip Seal - Priority #3
- Chip Seal - Priority #4
- Resurface - Priority #1
- Resurface - Priority #2
- Resurface - Priority #4

Capital Improvement Projects

- - - Add paved shoulder
- ■ ■ Road Safety Assessment






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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

Recommended Improvements

COMMUNITIES:
BEAVER FLATS

Roadway Pavement Recommendations

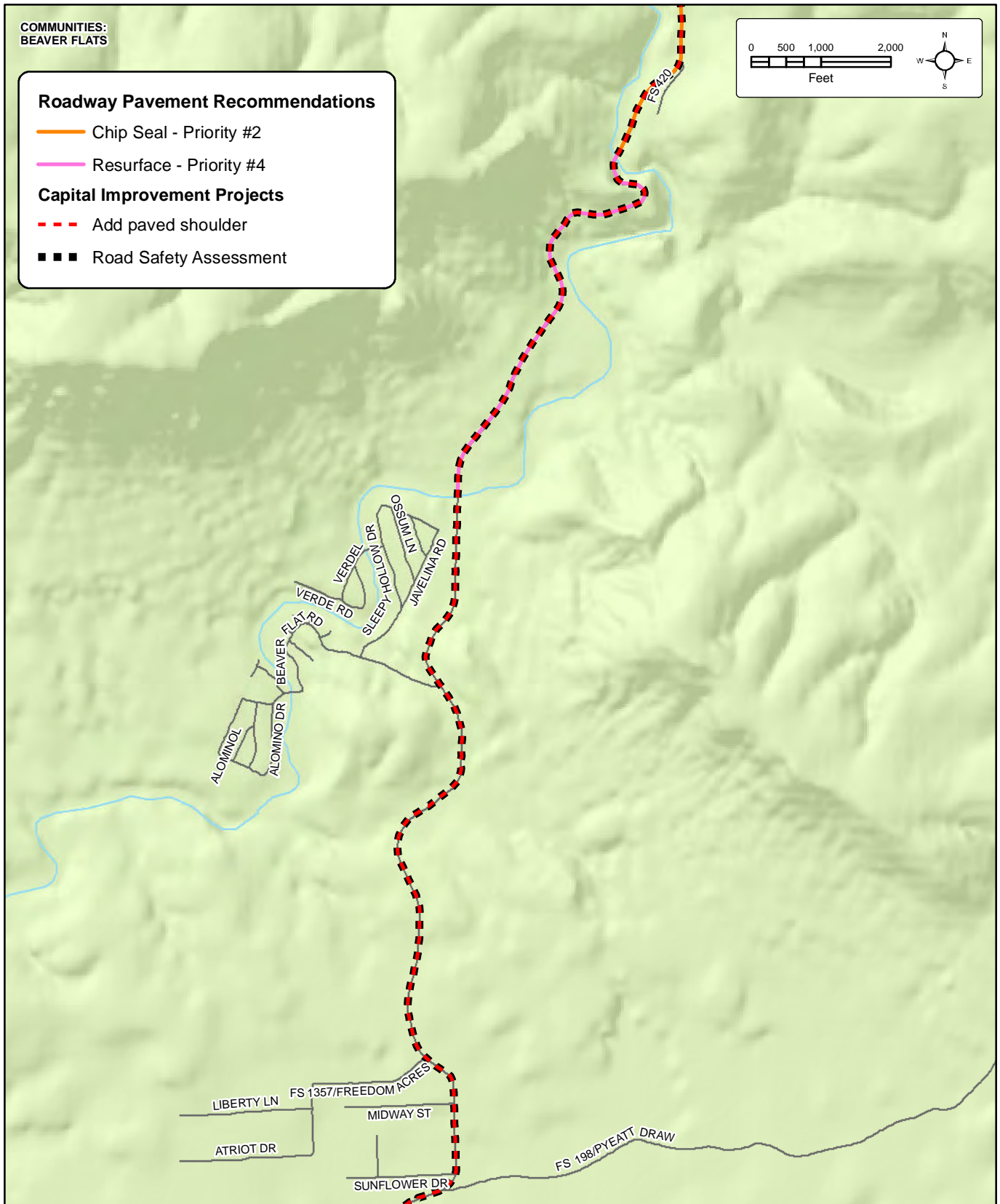
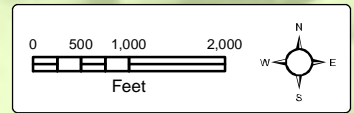
— Chip Seal - Priority #2

— Resurface - Priority #4

Capital Improvement Projects

- - - Add paved shoulder


■ ■ ■ Road Safety Assessment



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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

Recommended Improvements

COMMUNITIES:
WHISPERING PINES & VERDE GLENN

Roadway Pavement Recommendations

— Chip Seal - Priority #2

— Resurface - Priority #2

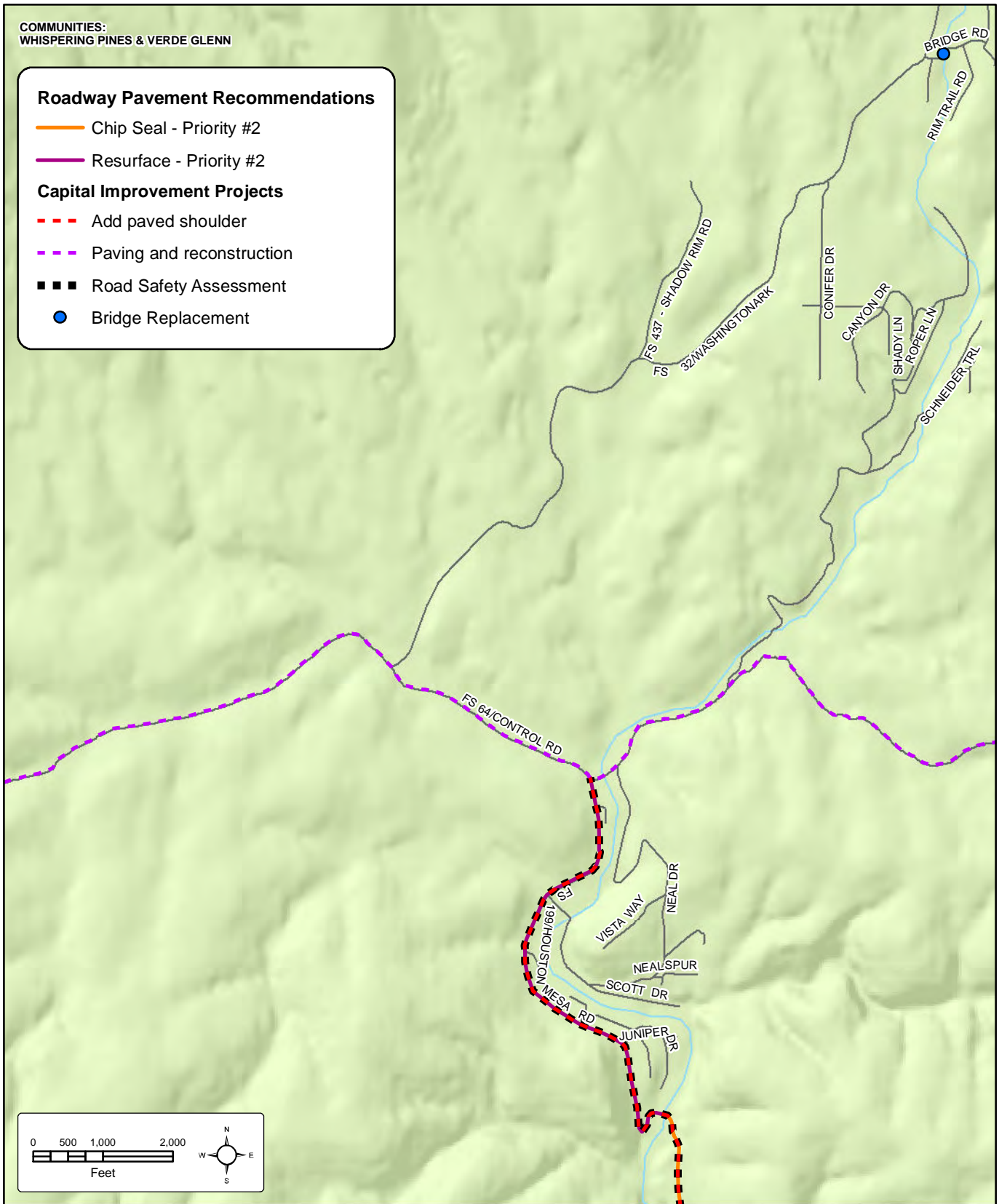
Capital Improvement Projects

- - - Add paved shoulder

- - - Paving and reconstruction

■ ■ ■ Road Safety Assessment

● Bridge Replacement



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Gila County
Transportation Study

Gila County, Arizona

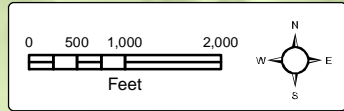
 Kimley-Horn
and Associates, Inc.

Recommended Improvements

COMMUNITIES:
GERONIMO ESTATES

Capital Improvement Projects


--- Paving and reconstruction



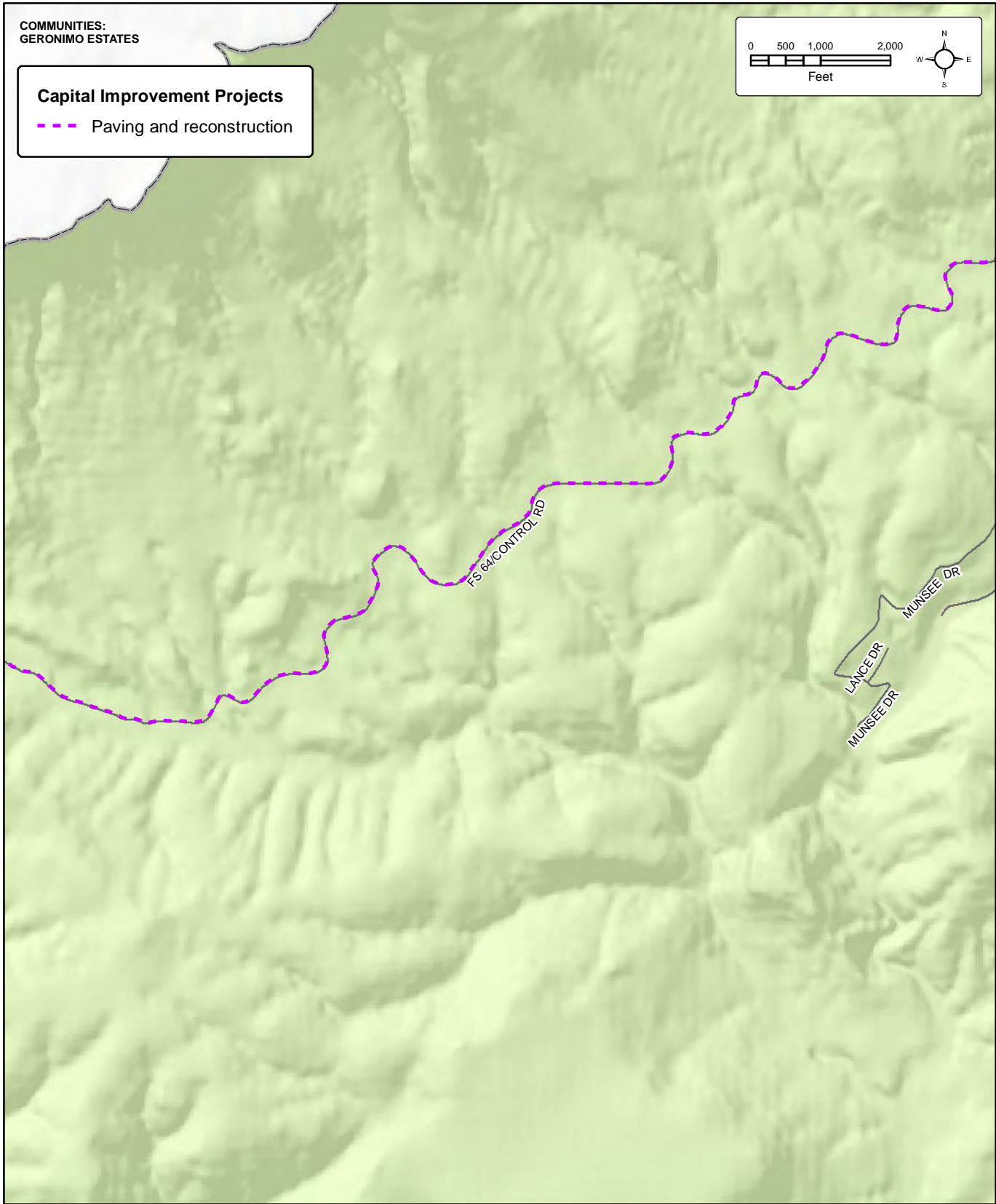
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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

Recommended Improvements

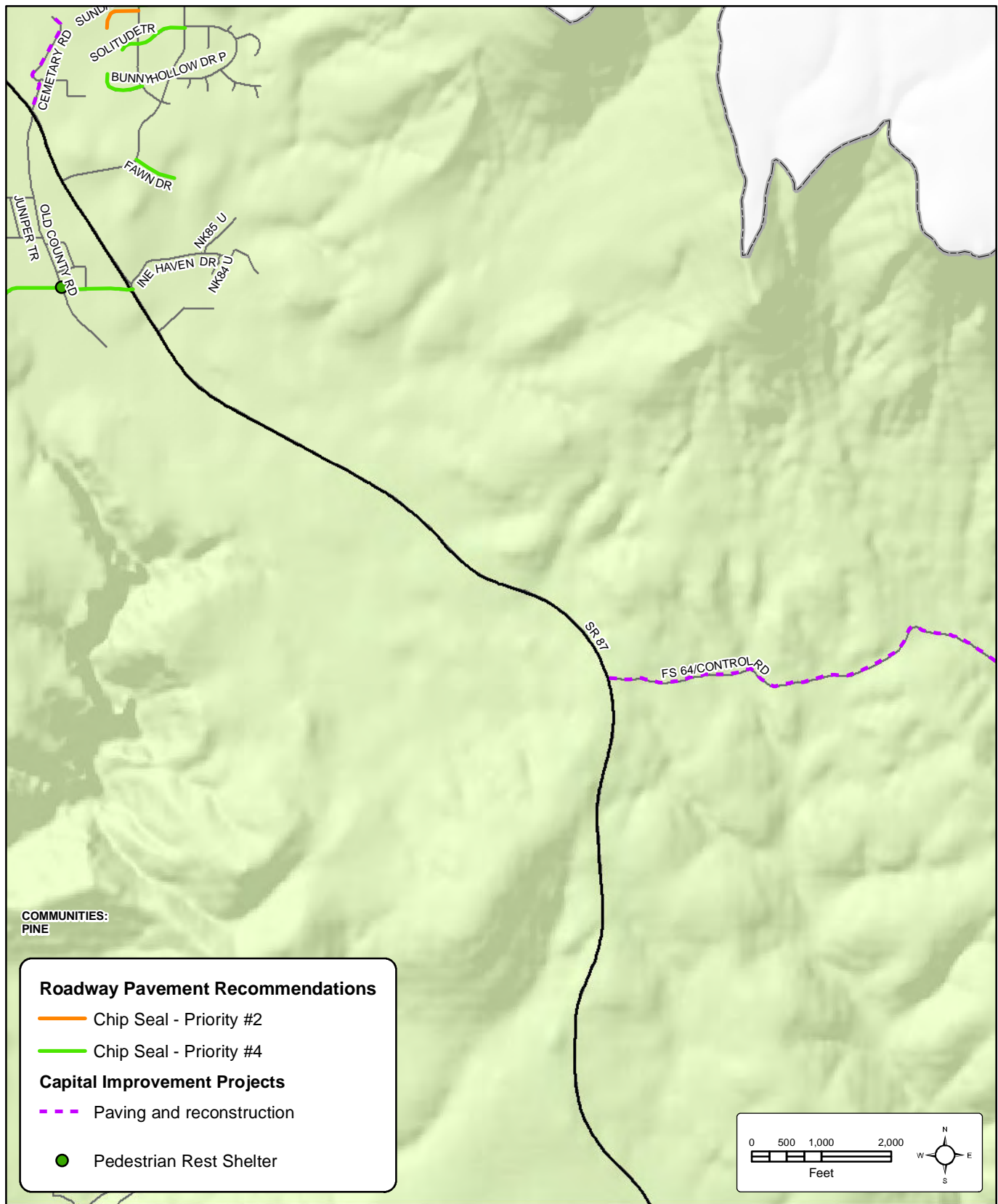


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Gila County
Transportation Study

Gila County, Arizona


Recommended Improvements



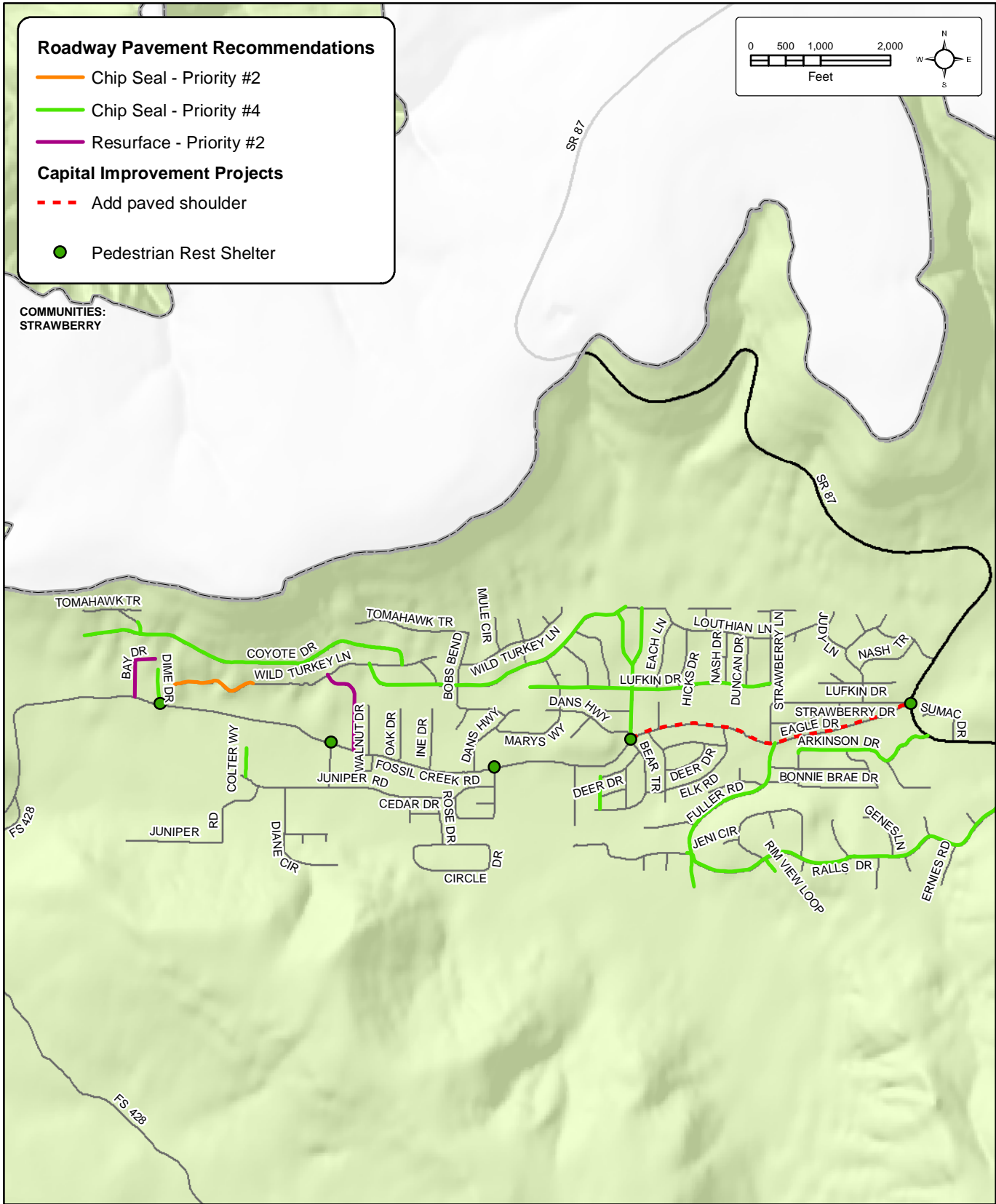
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Gila County
Transportation Study

Gila County, Arizona

 Kimley-Horn
and Associates, Inc.

Recommended Improvements



APPENDIX G – PUBLIC INVOLVEMENT SUMMARY REPORTS

Gila County Transportation Study

August 2013

Prepared by
Arizona Department of Transportation

Introduction

Gila County, in partnership with the Arizona Department of Transportation (ADOT) has initiated a study to update Gila County's 2006 Small Area Transportation Plan, identifying the most critical transportation infrastructure needs within the county and recommending a program of improvement projects to address those needs. Elements included in the study include pavement management, roadway, safety, transportation finance, and bicycle and pedestrian facilities.

Public Meetings

To inform and involve Gila County residents in the study, ADOT hosted two public meetings, one in Payson on Tuesday, June 18 at the Payson Public Library from 6-8 p.m. and another in Globe on Wednesday, June 19 at the Gila County Courthouse from 6-8 p.m. Staff present at the meeting included Michael Grandy and Lina Bearat (Kimley-Horn and Associates) and Charla Glendening and Tony Staffaroni (ADOT). Also in attendance in Payson were LaRon Garrett and Curtis Ward (Town of Payson). Globe attendees also included Michael Pastor and John Marcanti (Gila County Supervisors). In addition to a presentation, there was an opportunity for attendees to ask questions and provide comments and recommendations on areas for improvement. In total, 22 Gila County residents were in attendance, nine in Payson and thirteen in Globe.

Newspaper Advertisement

A newspaper advertisement providing the dates and locations of the public meetings was published in both Payson and Globe. A copy of the advertisement can be found in Appendix A.

Presentation and Meeting Materials

A Power Point presentation was given at both meetings and a comment form was provided to each attendee.

The following comments/questions were received during the presentation:

- Would like to see a more detailed map of roads in southern Gila County
- Intersection of US 60/70 is a safety concern, may need a stop light
- Would like to see a scope of a road safety assessment
- Lack of sidewalks by the community center in Globe is a concern
- Number of intersections along US 60 have blind spots or a drop-off at the roadway edge;
- Jesse Hayes Road at Beer Tree Crossing where it turns into Ice House Canyon Road has visibility issues;
- What are the bridges that need to be reconstructed?
- People sometimes don't see the signal at 3rd Street while on US 60;
- Pedestrian hybrid beacon (also known as a HAWK crossing) confuses people;
- Suggest adding Forest Service Road 414 to roadways maintained by Gila County;
- Would like an alternate route west from Payson to go south to Rye for whenever SR 87 is closed due to crashes;
- Any plans to pave Young Road?
- When Pinal Creek floods, traffic has nowhere to go; and

Public Meeting Summary

- On Ice House Canyon Road before Albany Way, there are drainage issues when it rains.

Comment Form Summary

The following comments were received and returned via the comment form that was provided at the public meeting. All comments received are included in this summary.

- The Tonto Creek Bridge project needs to be built as soon as possible; too many lives have been lost already. The US Forest Service, Gila County and ADOT have been talking about it for at least 25 years that I have lived in Payson, but little progress has happened.
- Need more pedestrian-friendly road shoulders.
- Need to make narrow roads one-way.
- Bridge Besich Blvd. at the low-water crossing at Russell Gulch that floods when it rains.
- Numerous near-misses due to vehicles pulling out in traffic-several accounts-one seriously injured.
- Can a traffic light be considered at the El Camino & US 60 intersection in Claypool @ Circle K?

Appendix A

Gila County Transportation Study

PROVIDE YOUR INPUT AT THE JUNE 18 AND 19 PUBLIC MEETINGS

Gila County, in partnership with the Arizona Department of Transportation, has initiated a study to identify current and future transportation needs for areas of the county outside of local city limits. These elements will be included in the study:

- › Roadway
- › Safety
- › Pavement management
- › Bicycle and pedestrian facilities
- › Transportation finance


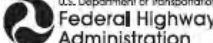
Share your thoughts on the transportation needs of Gila County!

Tuesday, June 18, 2013
6 p.m. to 8 p.m.
(presentation will begin at 6:15 p.m. with an open house to follow)
Payson Public Library
328 N. McLane Rd., Payson, AZ 85541

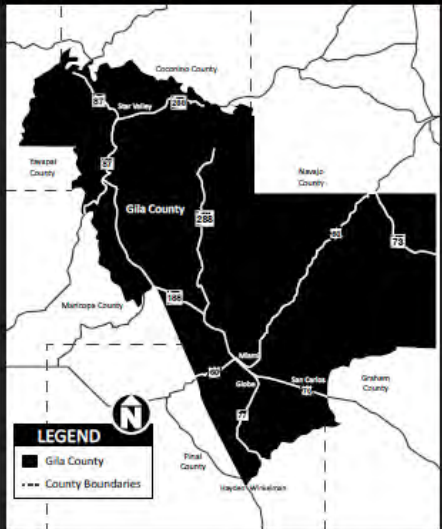
Wednesday, June 19, 2013
6 p.m. to 8 p.m. (presentation to begin at 6:15 p.m. with an open house to follow)
Globe Courthouse
1400 E. Ash St., Globe, AZ 85501

If you require special assistance in order to participate in the public meeting, please contact projects@azdot.gov or 855.712.8530. Requests should be made as soon as possible to allow time to arrange the accommodation.

13-307

 **ADOT**  **FOR MORE INFORMATION:**
855.712.8530
projects@azdot.gov
azdot.gov/gilaPARA

STUDY AREA



Gila County Transportation Study

October 2013

Prepared by
Arizona Department of Transportation

Introduction

Gila County, in partnership with the Arizona Department of Transportation (ADOT) has initiated a study to update Gila County's 2006 Small Area Transportation Plan, identifying the most critical transportation infrastructure needs within the county and recommend a program of improvement projects to address those needs. Elements included in the study include pavement management, roadway, safety, transportation finance, and bicycle and pedestrian facilities.

Public Meetings

To inform and involve Gila County residents in the study, ADOT hosted the final round of public meetings of the study, providing study overview and recommendations during two public meetings, the first held in Payson on Tuesday, October 1, 2013, at the Payson Public Library from 5:30 to 7:00 p.m., and the second held in Globe on Wednesday, October 2, 2013, at the Gila County Courthouse from 5:00 to 6:30 p.m. Staff present at the meeting included Michael Grandy and Lina Bearat (Kimley-Horn and Associates), and Charla Glendening and Coralie Cole (ADOT). Also in attendance in Payson was Steve Sanders (Gila County). Globe attendees included Michael Pastor, Steve Sanders, Jacque Griffin, and Don McDaniel (Gila County), Terry Wheeler and Brent Billingsley (City of Globe), and Jesse Gutierrez (ADOT, District Engineer). In addition to a presentation, there was an opportunity for Q&A, comments and recommendations on areas for improvement. In total, seven Gila County residents were in attendance, five in Payson and two in Globe.

Newspaper Advertisement

A newspaper advertisement providing the dates and locations of the public meetings was published in both Payson and Globe. A copy of the advertisement can be found in Appendix A.

Presentation and Meeting Materials

A Power Point presentation was given at both meetings and a comment form was provided to each attendee.

The following comments/questions were received during the presentation:

Engineering

- Do safety issues drive changes to realignments?
- There are no proposed new roads on these lists, why? Because they are not cost effective?
- What matrix was used to prioritize crash data? Pot holes? Maintenance issues?
- Not many facilities in place for bicycles on county roads – there is a higher need for them, especially on roads with faster speed limits.
- How would an improvement district work for roads?
- Difficult to look at maintenance as part of the transportation plan; maintaining the existing network seems to be a focus of this study.

Public Meeting Summary

- Houston Mesa Road:
 - Concerns construction vehicles will ruin pavement while working on water pipe project near Mesa Del Caballo
 - Recommend to elevate low-water crossings or replace them with bridges on Houston Mesa Road
 - Recommend while Houston Mesa Road is under construction, no passing should be allowed and the speed limit should be lowered
- Need more speed limit signage, enforcement, and crash analysis on Control Road because drivers are speeding on it now that it has been paved.
- Any discussion of an elevated travel way on Vista Mesa Road?
- What are the drainage issues on East Verde?
- SR 288 is in process of getting improved, so why is it not included on the boards?

Funding

- Is there a need for additional revenue that is voter authorized?
- Best-case scenario shows \$34M is losing ground just maintaining the existing infrastructure; that is not good.
- The amount of recommended chip sealing for the first five years seems low.
- It is critical to have the towns, cities, and Gila County come together to push the sales tax extension before the election – would be nice to have an agreed upon approach to include in this study.
- Does Gila County have a plan of what to do about getting the half-cent sales tax extended – like how to promote it, do advertisements, get a citizen committee together, etc.?
- Does the county have plans to inform and promote what they want and need to the public – so the public can know what to vote for? Is the county providing seminars or additional meetings?
- Do the HURF (Highway User Revenue Fund) projections assume that the HURF allocation to towns, cities, and counties will return to the same levels they used to be before the legislature reallocated some of the HURF to other uses?
- Reworking funding formulas with the Arizona State legislation would help funding shortfalls.
- Public needs to take a grass root effort to change current conditions; there is not a good exchange of federal funds –what about other states, how do they manage their transportation?
- How much gas tax comes to the county funds for roadways?
- Need to change the formula (tax) to fix this problem.
- Indicate that the excise tax is a voter-authorized sales tax.
- This study goes hand-in-hand with other studies identifying needs and funding sources – federal funding, bonds, etc. are other sources of funding.
- HURF is being cut but is included in the percentage of growth, why is this?
- I recognize shortfalls in county budgets and it's good they are thinking of creative financing.

Public Meeting Summary

- We are getting closer to elections and need to work together to improve infrastructure; scenarios are needed sooner than later and more partners are needed to solve shortfall problems.
- Regarding city and county projects: recommend flexibility with priorities, sources and a breakout of funding options.
- A lot of funds seem to be going to projects in the northern part of the county.
- For chip-seal projects: \$230,000 is not a lot of funds allocated for this.

Environmental

- Did the study account for pedestrian and bicyclist needs?
- Not much air quality issue in Gila County, so why was air quality an evaluation criteria?
- On Tonto projects (roads and trails) and regarding Tribal management – has there been any communication between these groups? Is the Forest Service part of the technical team?
- As part of ongoing Tonto National Forest travel management plan, some roadways are being closed – Gila County needs to identify which roadways need to stay open.
- Debatable whether Tonto National Forest does a good job managing and maintaining roadways – maybe they should be taken over by ADOT.
- Has the forest service provided any alternative access along Control Road for locals?
- How is progress made with so much complexity and control by the forest service? We have to live by their rules and this makes for a difficult scenario.

Study/Other

- Make Payson area prominently displayed on maps so not overshadowed by Globe area.
- Need to explain how pavement management needs are prioritized.
- How do you prioritize needs and establish criteria with such a broad range for each project?
- Why is the focus on maintenance instead of new projects?
- There is a need for a county management plan on transportation issues and needs.
- The study needs to firm-up priorities for clarity.
- Explain what an improvement district is and how it works.
- Make sure this study accounts for projects already under construction.
- What is an RSA? Are those assessments (RSA) done by Gila road department? Explain who conducts the RSA.
- Is the county capable of managing projects when they go to bid? Does the county get funds to save for more projects?
- Why is Gila County helping ADOT pay for HWY 260/Lion Springs?
- Sidewalk projects would outlast road rehabilitation projects.
- Can we get citizens of Globe behind these findings because our streets are falling apart?
- Is there a liaison to communicate these issues with the Roundup? Need more exposure on the needs discovered on this study.

Public Meeting Summary

- Does the state legislature know of the results of this study? If so, they should see even ten times more detail than what is shown here.
- Want an agreed-upon approach in the study to help “sell the study” overall.
- The next steps should be to show this to local communities; Fall is a good time to present issues to council meetings and get agendas started.
- If the legislators see how it affects them and it “brings it home” – kind of like when improvements happened on SR 260 when one of their members had a second home up there - then they would be more motivated to help regarding shortfalls.
- When will report be available online? I would like to share the findings of the study.
- Liked the presentation – everything was simple and easy to understand.
- It is inspirational for Gila County to partner studies like this.

Comment Form Summary

The following comments were received and returned via the comment form that was provided at the public meeting. All comments received are included in this summary, and a copy of the scanned comment form can be found in Appendix C.

- I fully support a cooperative effort for transportation planning between the cities and the county.
- We need to work toward identifying “Routes of Regional Significance” that benefit the whole county not just individual residents.
- We need to develop joint standards for arterial facilities that the county and cities approve. This should include right-of-way, access control, lane widths, and multimodal interface.
- The County excise tax needs to be “fairly” shared with the cities.
- We need to develop excise tax “share philosophies” and agree to one prior to the end of the study.
- Let’s talk at a Globe Council meeting. Specifically let’s discuss the renewal of the 0.5-cent excise tax.

Appendix A

Gila County Transportation Study

JOIN US AT THE OCTOBER 1 AND 2 PUBLIC MEETINGS

Gila County, in partnership with the Arizona Department of Transportation, has developed draft recommendations to address identified current and future transportation needs on roads owned or maintained by Gila County. Recommendations focus on the following elements:

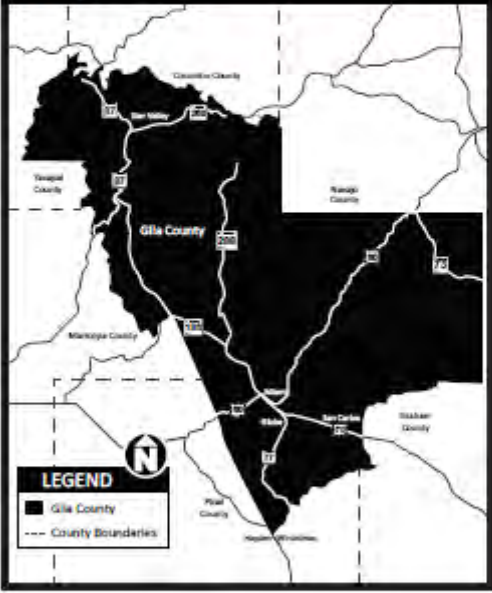
- ▶ Roadway
- ▶ Safety
- ▶ Pavement management
- ▶ Bicycle and pedestrian facilities
- ▶ Transportation finance

Tuesday, Oct. 1, 2013
5:30 p.m.
(presentation to begin at 6 p.m.
with an open house to follow)
Payson Public Library
328 N. McLane Rd.
Payson, AZ 85541



Wednesday, Oct. 2, 2013
5 p.m.
(presentation to begin at 5:30 p.m.
with an open house to follow)
Gila County Courthouse
Supervisor Room
1400 E. Ash St.
Globe, AZ 85501

If you require special assistance in order to participate in the public meeting, please contact projects@azdot.gov or 855.712.8530. Requests should be made as soon as possible to arrange the accommodation.

STUDY AREA



Learn more about the recommendations to meet the transportation needs of Gila County!



13-445

FOR MORE INFORMATION:
855.712.8530
Projects@azdot.gov;
azdot.gov/gilaPARA

ARF-2460

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 04/15/2014

<u>Submitted For:</u>	Jeffrey Hessenius, Finance Director	<u>Submitted By:</u>	Dana Sgroi, Contracts Support Specialist, Finance Division
<u>Department:</u>	Finance Division		
<u>Fiscal Year:</u>	2014-2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	04-15-14	<u>Grant?:</u>	No
<u>Begin & End:</u>	through 10-31-14		
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

Approval of Professional Services Contract No. 032814 with Kimley-Horn for Gila County Transportation Study Outreach Services.

Background Information

In September 2012, Gila County was notified that the Arizona Department of Transportation (ADOT) would fund a Planning Assistance for Rural Areas (PARA) Study for the County. ADOT selected Kimley-Horn as Project Manager of the study and the kick-off meeting was held in early 2013. The study focused on the transportation infrastructure needs of Gila County. The needs were grouped into the following elements: roadway, safety, pavement management, bicycle and pedestrian facilities, and transportation finance. As part of the study Kimley-Horn went to the cities and towns in Gila County and gave a presentation on the study, and the findings of the study.

Evaluation

The study is now complete and Gila County would like Kimley-Horn and Associates to present the Final Report of the Gila County Transportation Study to various organizations within Gila County, who may not have had a chance to attend the previous meetings or are not familiar with the study and the findings.

Conclusion

The Gila County Transportation Study is an important study that will provide direction and guidance to the County for current and future transportation needs. It is the intent of Gila County to provide the opportunity to the public to be well informed of the results of the study. Staff feels that goal can best be attained by sharing the study with as many residents as possible.

Recommendation

It is the recommendation of Steve Sanders, Public Works Division Deputy Director, that the Board approve Professional Services Contract No. 032814 with Kimley-Horn and Associates, Inc. to provide outreach services as a follow up to the Gila County Transportation Study.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contract No. 032814 with Kimley-Horn and Associates, Inc. to be billed on a time and materials basis per mutually agreed to hourly rates, in an amount up to but not more than \$18,000, to provide outreach services as a means of informing the public of the results and the importance of the Gila County Transportation Study. **(Steve Sanders)**

Attachments

Professional Services Contract No. 032814 with Kimley-Horn & Associates

Legal Explanation

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel, Jr., County Manager
Phone (928) 425-3231

Jeff Hessenlus, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 032814

GILA COUNTY TRANSPORTATION STUDY OUTREACH SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Kimley-Horn and Associates, Inc. of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter designated the **ENGINEER**.

WITNESSETH: That the Engineer, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Engineer will provide transportation study outreach services, as requested by Gila County, to various organizations in Gila County, as a follow-up to the Gila County Transportation Study. The scope of services provided will be as identified in Attachment "A" to Professional Services Contract No. 032814, by mention made a binding part of this Contract to the same extent as if set forth herein in full.

ARTICLE II – INDEMNIFICATION CLAUSE: Engineer shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful wrongful acts or omissions of Engineer or any of its owners, officers, directors, agents,

employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Engineer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Engineer from and against any and all claims arising from its services under this Contract. It is agreed that the Engineer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and that Engineer shall defend the claims that appear to fall within the scope of the indemnification, even though Engineer is subsequently found not liable under this Indemnification. In consideration of the award of this contract, the Engineer agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Engineer for the County.

ARTICLE III - INSURANCE REQUIREMENTS: Engineer and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Engineer from liabilities that might arise out of the performance of the work under this contract by the Engineer, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Engineer shall provide coverage with limits of liability not less than those stated below.

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

Policy shall 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

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Engineer".**

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

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- 3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Engineer even if those limits of liability are in excess of those required by this Contract.
 - 2. The Engineer's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 3. Coverage provided by the Engineer shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Engineer from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Engineer shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. 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 endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Engineers' certificate(s) shall include all subcontractors as additional insured's under its policies or Engineer shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE IV – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Engineer hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Engineer's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Engineer shall further ensure that each subcontractor who performs any work for Engineer under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Engineer and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Engineer's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Engineer to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Engineer shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Engineer shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Engineer. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Engineer's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Engineer shall be entitled to an extension of time, but not costs.

ARTICLE V – SCHEDULE & FEES: Refer to Attachment "A" to Professional Consulting Services Contract No. 032814, by mention made a binding part of this contract as set forth herein. To the extent that the terms and conditions of this Professional Consulting Services contract conflict with the Terms and Conditions of Attachment "A" to Professional Consulting Services Contract No. 032814, the terms and conditions of this contract will prevail and govern the contractual relationship between the parties.

ARTICLE VI – LAWS AND ORDINANCES: This contract shall be enforced under the laws of the State of Arizona. Engineer shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Engineer. The Engineer shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – CANCELLATION: This contract is subject to cancellation pursuant to A.R.S. § 38-511. If the Contract is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Engineer shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Engineer:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County.

ARTICLE VIII – PAYMENT: The Scope of Services as outlined above will be performed on a time and materials basis per the mutually agreed upon fee schedule found in Attachment "A" to Professional Services Contract No. 032814, in an amount up to \$18,000.00 .

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

ARTICLE IX – CONTRACT PERIOD: Contract shall be in effect from the date signed by the Board of Supervisors through October 31, 2014.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Engineer the County agrees to pay an amount of not more than \$18,000.00 for Transportation Study Outreach Services. Such amount will include all applicable taxes. Any modifications shall be approved in writing by the County in advance by written change order.

**PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 032814
GILA COUNTY TRANSPORTATION STUDY OUTREACH SERVICES**

GILA COUNTY

Michael A. Pastor,
Chairman of the Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

KIMLEY-HORN AND ASSOCIATES, INC.



Signature

John R. Conrad

Print Name

Senior Vice President



Kimley-Horn
and Associates, Inc.

1855 W. Baseline Rd., Suite 200
Mesa, AZ 85202

March 28, 2014

Steve Sanders
Gila County Public Works Division
745 N. Rose Mofford Way
Globe, AZ 85501

Re: Gila County Transportation Study Outreach Services

Dear Steve:

As requested, here are the proposed scope and hourly rates for providing outreach services as a follow-up to the Gila County Transportation Study.

Outreach services could include, but are not limited to, the following tasks:

- Preparation of presentation materials such as boards or PowerPoint slides;
- Scheduling of oral presentations;
- Oral presentations to various entities or organizations (10-12 estimated);
- Coordination with Gila County staff; and
- Other services mutually agreed upon by Gila County and Kimley-Horn.

Outreach services will be billed on a time and materials basis using the fully loaded rates below. Direct expenses will be billed at cost.

- Principal - \$200;
- Project Manager - \$170;
- Senior Engineer - \$150;
- Engineer - \$130;
- Analyst - \$100; and
- Administrative Support - \$75.

Effort will not exceed \$18,000 without the written authorization of Gila County. Outreach services are expected to be needed between April and November 2014.

If you have any questions about the proposed services, please contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Michael Grandy, P.E.
Project Manager



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-2478

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Steve Stratton, Submitted By:

Public Works
Division
Director

Marian Sheppard, Clerk, BOS, Clerk of
the Board of Supervisors

Department: Public Works Division

Information

Request/Subject

Annual Yearling Auction/Sale Request for Equipment Assistance on April 17-24, 2014.

Background Information

The Gila County Cattle Growers Association holds an annual yearling auction/sale at the Burch Sale Yard. This sale is typically held in May of each year.

Evaluation

In recent years, the annual yearling auction/sale has generated revenue to Gila County in excess of \$2,000,000. Many ranchers sold their cattle much earlier this year due to the lack of sufficient water and feed for their cattle. It was anticipated that there would not be a need to conduct the annual yearling auction/sale at the Burch Sale Yard; however, it was recently learned that an "abbreviated" sale would be conducted to sell approximately 600 head of cattle.

Conclusion

The Gila County Cattle Growers Association is asking for support during the annual yearling auction/sale to be held on April 24, 2014. In order for Gila County to administer equipment support, it is agreed that only Gila County employees will be operating any equipment utilized.

It is anticipated there will be a need for a water truck, blade and back hoe.

Recommendation

Public Works recommends that Gila County assist in the annual yearling sale by supplying equipment to be operated by Gila County certified operators who will be operating the equipment while on their personal time for the period April 17-24, 2014.

Suggested Motion

Information/Discussion/Action pursuant to A.R.S. §11-254.04 to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and to authorize Public Works to supply requested equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale for the period April 17-24,

2014. (**Steve Stratton**)

ARF-2481

Regular Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Jeffrey
Hessenius,
Finance
Director

Submitted By:
Dana Sgroi, Contracts Support
Specialist, Finance Division

Department: Finance Division

Information

Request/Subject

Declare 1988 Koehring crane as surplus.

Background Information

In July 2009, one 1988 Koehring Crane, serial number 76808, was acquired by the Gila County Sheriff's Office (GCSO) through the Federal Excess Property 1033 Program. The GCSO no longer has any use for the crane and has been housing it in the Payson yard.

When the crane was obtained through the Arizona Public Safety Procurement Program, Memorandum of Agreement and Understanding, Federal Excess Property 1033 Program, it was classified with the Demil Code of A. Per the terms of the 1033 Program, the law enforcement agencies (LEAs) that were given the excess military equipment may dispose of them after one year of possession.

Evaluation

Gila County no longer has any use for the 1988 Koehring Crane, serial number 76808, acquired through the Federal Excess Property 1033 Program. The Public Works Division Director would like to declare the 1988 Koehring Crane as surplus in order to sell it in an auction that will be held by Ritchie Brothers Auctioneers in Phoenix, Arizona on April 24, 2014.

Conclusion

The GCSO no longer has any use for the 1988 Koehring Crane, serial number 76808, and wishes to have it removed from their yard. The Public Works Division Director would like to have the crane declared as surplus, so it can be put in a Ritchie Brothers auction in Phoenix, Arizona on April 24, 2014.

Recommendation

It is the recommendation of the Public Works Division Director to declare the 1988 Koehring Crane, serial number 76808 as surplus, so it can be put in a Ritchie Brothers auction in Phoenix, Arizona on April 24, 2014, in order to maximize the potential selling price of the crane.

Suggested Motion

Information/Discussion/Action for the Board of Supervisors to declare one 1988 Koehring crane (serial number 76808) as surplus in order to sell the crane at an auction that will be held by Ritchie Brothers Auctioneers in Phoenix, Arizona on April 24, 2014. **(Steve Stratton)**

ARF-2464

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date:	04/15/2014		
Submitted For:	Paula Horn, Deputy Director of Prevention Services	Submitted By:	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Prevention Services
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2014 - June 30, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Renewal of Intergovernmental Agreement Contract No. GRA-RC004-13-0556-01-Y2 with First Things First.

Background Information

The original Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01), which allowed the Gila County Health Department to provide the Healthy Steps Program, was approved by the Board of Supervisors on September 18, 2012, in the amount of \$155,000. The contract period of the original contract is from October 1, 2012, through June 30, 2013.

The renewal of the Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01), was approved by the Board of Supervisors on May 7, 2013, for the period of July 1, 2013, through June 30, 2014, in the amount of \$190,000.

Evaluation

The Board of Supervisors' approval of this Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01-Y2) for the period of July 1, 2014, to June 30, 2015, in the amount of \$190,000 will allow the continuation of the Healthy Steps Program which provides support, information, and education to families on the practices and community resources related to family health and child development.

Conclusion

Approval of an Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01-Y2) between Gila County and First Things First will allow the Gila County Health Department to continue the Healthy Steps Program.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve the renewal of Intergovernmental Agreement Contract No. GRA-RC004-13-0556-01-Y2 between Gila County and First Things First in the amount of \$190,000 to continue to provide Healthy Steps Program services for the period of July 1, 2014, through June 30, 2015.

Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01-Y2) between Gila County and First Things First in the amount of \$190,000 which allows the renewal of an agreement between both parties for the Gila County Health Department to continue to provide Healthy Steps Program services for the period of July 1, 2014, through June 30, 2015.

Attachments

Renewal IGA 2014-2015

Renewal for Y2

Original Contract

Legal Explanation

**First Things First
Notice of Renewal Consideration**

DATE: March 6, 2014

TO: Gila County

FROM: Marjorie Bennett
Fiscal Specialist

RE: Renewal Information for Fiscal Year 2015

The current Fiscal Year (FY) 2014 grant awards are approaching renewal consideration from the First Things First Gila Regional Partnership Council. Receipt of this packet does not guarantee renewal of the grant award; it indicates eligibility for renewal consideration. First Things First may renew grant awards based on a number of factors including past performance and response to this renewal package.

If renewed, the responsibility for adherence to all rules, regulations and terms and conditions set forth in the original Request for Grant Application (RFGA) or grant agreement will remain in effect for the contract period. This includes compliance with the appropriate standards of practice, program implementation, as well as timely submission of data and narrative reports and financial reimbursements.

The renewal package includes instructions and the following attachments:

- Attachment A** - Program Implementation Questions
- Attachment B** - Program Implementation Plan
- Attachment C** - Line Item Budget and Budget Narrative
- Attachment D** - Key Personnel
- Attachment E** - Disclosure of Other Funding
- Attachment F** - First Things First Standard Agency Information Collection Form

The completed renewal package (Attachments A-F) must be ***received*** no later than ***3:00 PM on April 4, 2014***. Submit via email to mbennett@azftf.gov. Electronic submission is preferred but if sending by standard mail, please send to my attention, First Things First, 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012.

Once received, responses will be reviewed and funding recommendations will be made to the Gila Regional Partnership Council and the Board of First Things First. First Things First staff may contact you for clarifications prior to making recommendations. Grant awards will be in effect from July 1, 2014 through June 30, 2015.

For questions, please contact me via email or phone, (602) 771-5084.

Thank you.

First Things First
Grant Renewal Instructions
July 1, 2014 – June 30, 2015

The following First Things First (FTF) grant is eligible for renewal by extending the current FY 2014 grant award. Programs in FY 2015 cannot be different in scope than from what was originally awarded.

Grantee Name:	Gila County
FTF Grant Number:	GRA-RC004-13-0556-01-Y2
Strategy Name:	Care Coordination/Medical Home
Data Template(s) Assigned:	Care Coordination / Medical Home Developmental and Sensory Screening Health Insurance Enrollment
Eligible Renewal Amount:	<div>\$ 190,000.00</div> <div>The amount is subject to change pending legal and procurement review at First Things First. If a different amount is approved for renewal, an updated line item budget & budget narrative will be required.</div>

The renewal package includes the completion and submission of Attachments A-F.

Program Implementation Questions (Attachment A)

Provide a narrative response to each question in Attachment A.

Program Implementation Plan (Attachment B)

Provide an updated implementation plan for FY 2015. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process.

2015 Budget Forms (Attachment C – must include both the line item budget and budget narrative)

Key Personnel (Attachment D)

List all staff that will be paid from this grant program during FY 2015. The staff listed should correspond with your line item budget and budget narrative. Submit resumes for any new staff or for those that have not yet been submitted to First Things First.

Disclosure of Other Funding Sources (Attachment E)

List any other funding utilized for this program administered by your agency.

First Things First Standard Agency Information Collection Form (Attachment F)

FTF Regional Boundary Changes: Regional boundary changes that impact the North Phoenix, Central Phoenix, South Phoenix, Northeast Maricopa, Central Maricopa, Central Pima, North Pima and South Pima regions will go into effect July 1, 2014. Any grant that is approved for renewal in the affected regions will continue to serve the same geographic area they were originally awarded to serve, with the expectation of maintaining current service delivery and service numbers from FY14 into FY15, unless otherwise indicated.

Standards of Practice Updates: Utilization of the Standards of Practice are part of the requirements for all awarded grants and represent the intent for how specific strategies are to be implemented. Prior authorization is needed if the program deviates from the Standards of Practice. Grantees are responsible for reviewing and implementing the most recent versions of the Standards of Practice, located in the FTF Strategy Toolkit, <http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>.

Model Programs that Require Certification and Accreditation: It is the responsibility of the grantee to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their national office and/or administrative home for cost information, if applicable.

Compliance with State and Federal Law: As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the grant period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp.

Quality Assurance: It is the intent that each FTF grantee receives a targeted quality assurance (QA) visit within the cycle of their full grant period. The findings from targeted QA visits will also be used to assess grantee/program performance for renewal considerations. A grantee's performance is reviewed individually and not in comparison with other grantees when considerations are made.

Program Performance and Data Reporting Requirements: First Things First provides program information to the public, regional partnership councils, and the Board of First Things First. The information regularly provided includes data related to performance measures and target service units; prior program performance, including QA findings; information provided in program narrative reports; and financial/expenditure information. Regional partnership councils utilize this information in strategic planning efforts, to identify annual funding priorities, to assist with renewal decisions, to develop new or modified strategies, to review the impact of programs in the region and state, and to highlight achievements in system building.

Grantee Data Reporting Requirements are identified in each grant award and can be accessed in the FTF Strategy Toolkit, <http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>. Please review the latest Data Reporting Requirements in preparation for implementation upon grant renewal.

Renewal Package Due Date: The renewal package must be *received* no later than **3:00 PM on April 4, 2014**. Submit via email or standard mail to:

Marjorie Bennett, Fiscal Specialist
Michael Strawther, Fiscal Specialist
First Things First
4000 N. Central
Phoenix, AZ 85012
mbennett@azftf.gov
mstrawther@azftf.gov
(602) 771-5084

Program Implementation Questions

1. **Provide a brief narrative description of your current approved program and your plan for continuation in SFY15, including context for the activities listed in the Program Implementation Plan. (Attachment B)**

Gila County Healthy Steps Program will implement the National Healthy Steps model to provide care coordination to children and their families. Services will be provided in Globe and Payson with a full time staff person in each city. The model implemented will be the Community Based program that collaborates with various partners in the community to provide services to children. Initial contacts will be made with many families in the hospital. Other families' first contact with the program may be from the Family Access Developmental Screening Program or their well child care provider's referral. The program will partner with local hospitals, Payson Christian Clinic, Community Physicians, Canyonlands Clinic as well as the County Immunization Clinic and the WIC Program. The program has added additional partners including pre-schools, day care providers, mental health agencies and other early intervention programs. The program will provide the services as outlined in the National Healthy Steps model as well as meeting the components of the Scope of Work and Standards of practice included in this document. The program will provide home visits at birth and key developmental stages when appropriate to meet the needs of the families and their children. We have identified 200 as the number of children birth to five. The program will consist of a .25 Program Manager who will oversee the two full time program coordinators housed in Globe and Payson. The program will serve as the lead agency to implement the ASQ Enterprise and Family Access Program within the Healthy Steps Program. In addition the program will develop a plan to implement the Enterprise System region-wide through community partners that provide services to children birth to five. The goal of the program is to provide parent education, identification of delays and coordination of care for all children who reside in Gila County, and to assist with creating a medical home. Training for staff will utilize a combination of the National Healthy Steps training as well as on-going training and support of the Arizona Healthy Steps Program trainers. Intensive training was provided during the last grant period that will insure the success of the program and model fidelity. The target will be 200 children birth to five and their families in Gila County receiving ongoing Healthy Steps support. 200 children will receive ASQ AND ASQ-SE development screening either through the Parent Access Program or screening conducted by Healthy Steps Coordinator.

We plan to continue with the above program objectives and we have added several new partners we are collaborating with to implement the ASQ online system and to provide referrals to the Healthy Steps program.

2. If applicable, explain any proposed modifications for SFY15, including the change(s) to be made, how they were determined to be necessary, and how they will contribute to the success of your program. Please note that program modifications cannot deviate from the original scope of work or applicable standards of practice.
No modifications at this time.

3. Describe how the program data will be utilized to improve program implementation. Include assurances that data collection and submission will be timely and ongoing.

The Healthy Coordinators are the ASQ enterprise system program administrators and are able to compile reports to determine there is a delay in a specific developmental area. At this point the Globe Healthy Step administrator has identified communication delays and will be addressing the delays through developmental play group activities. Other individual delays are addressed on a case by case basis, giving families the support and education needed to assist the child.

Program Implementation Plan
2015

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Implementation	Home visits/hospital visits/in-office visits/social group settings to families in Gila County	Program Coordinators	On-going	Case file/progress notes
	Collaboration with local pediatricians, family doctors, pre-schools, school districts, Hospitals, daycare providers, mental health agencies and other early intervention programs that provide service to children birth to five	Program Manager/Program Coordinators	On-going to build capacity	Meetings/contact information
	Provide education to parents on child development, literacy, parenting, and referral for other supporting resources	Program Manager/Program Coordinators	On-going	Case file/progress notes
Follow-up	Appropriate referrals	Program Manager/Program Coordinators	As needed	Referrals/progress notes/agency correspondence
	Review with physician to provide family with a team approach for healthy development of their child	Program Coordinators	On-going	Case file/progress notes
	Developmental screening referrals	Program Coordinators	On-going	ASQ online system
Outreach	Distribute incentives, flyers, referral forms and program information to agencies, providers and community members.	Program Coordinators	On-going	Outreach materials
	Utilize National Healthy Steps outreach education and information brochures/pamphlets/fact sheets.	Program Coordinator	On-going	Brochures/pamphlets/fact sheets
	PSA's to local radio and newspaper.	Program Manager/Program Coordinators	On-going	Articles

Training	Continuing education on child development, parenting and all other topics related to family wellness.	Program Coordinators	On-going	Certificates/flyers/agendas
Evaluation	Ensure all reports are provided to FTF in a timely manner.	Program Manager	On-going	Quarterly Reports
	Create public awareness of the Parent Access System and provide follow-up for families entering into the developmental screening process.	Program Coordinators	On-going	ASQ online system
	Create reports from the ASQ online system to determine the areas of delays.	Program Coordinators	On-going	ASQ online system

Attachment C (Instructions)

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period July 1, 2014 through June 30, 2015 using the template provided. Please make sure to include the provided budget narrative which describes the proposed line item budget.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Requested funds must follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partner Grant Management System (PGMS) Communication Log and approval received prior to the implementation of any of the modifications.

Attachment C

Line Item Budget

While you must use this format, you may reproduce it in Word or Excel. Limit your budget line items to the budget categories listed below.

Budget period: July 1, 2014 – June 30, 2015

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$100,000.00
Salaries	Program Manager-Paula Horn Program Coordinator-Sonia Yanez Program Coordinator-Chandra Wattleworth Sarah Chavez-Accounting Clerk	14,000.00 40,000.00 40,000.00 6000.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$37,600.00
Fringe Benefits or Other ERE	Program Manager-Paula Horn Program Coordinator-Sonia Yanez Program Coordinator-Chandra Wattleworth	5,600.00 16,000.00 16,000.00	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$1,336.30
Contracted Services	ASQ contract maintenance	1,336.30	
TRAVEL		Travel Sub Total	\$6,740.40
In-State Travel Out of State Travel	Mileage fleet charges @ County rate Hotel 2X6 @ 150.00 Perdiem 2X6@\$25.00	5540.40 900.00 300.00	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$0
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$27,050.54
• Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Utilities • Furniture • Postage • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Program Materials • Program Supplies • Scholarships • Program Incentives	2 cell phones Payson Annex Office/Mobile access 2 office locations Client classes/events Payson annex office Payson annex office Including lease rental/usage	1680.00 1080.00 2390.54 600.00 8400.00 1200.00 300.00 200.00 2500.00 800.00 0 0 400.00 0 0 2500.00 2500.00 0 2500.00	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$
Indirect/Admin Costs		\$17272.76	\$17,272.76
Total		\$	\$190,000.00

Authorized signature_____Michael A. Pastor Chairman, BOSDate_____

Attachment C (Continued)

Gila County Healthy Steps Program
12 Month Budget Narrative

Personnel

The Program Manager position is filled by Paula Horn. She oversees all the Maternal and Child Health Programs and will be spending 25% of their time on the proposed program for the 12-month grant cycle to include attending program related meetings and training. The manager will provide assistance with purchasing, coordination and outreach of the program. The program manager will also be responsible for the quality assurance, staff supervision of the program. The manager’s salary will total \$14,000.00.

The two positions of Program Coordinator are filled by Chandra Wattleworth and Sonia Yanez. They will be responsible for daily oversight of program implementation for the 12 month grant cycle. They will provide home visitation services, working with each of the families and providing developmental screenings and follow-up for participants. They will be responsible for outreach, media campaign and coordination with other agencies. The Program Coordinators salaries will total \$80,000.00.

Sarah Chavez is the accounting clerk. She will provide all the billing and fiscal management for the program. The clerk will be spending 17% of her time on the proposed program for the 12 month grant cycle. The accounting clerk’s salary will total \$6,000.00.

Grand total of personnel expenses will be \$100,000.00.

ERE/Fringe Benefits

The approved fringe benefits for all Gila County employees include: Arizona Retirement, Medicare, Social Security, Arizona Unemployment, Worker’s Compensation, and health insurance. The program manager’s portion will total \$5600.00. The program coordinator’s portion will total \$32,000.00. Grand total of fringe benefits will be \$37600.00.

Professional and Outside Services

The ASQ online enterprise system has annual cost of \$996.35, a technical support cost of \$139.95, and \$0.50 per screen over 100 (\$200 for 400 screens) to implement in Gila County. Total amount is \$1,336.30.

Travel Expenses

Staff will attend Gila Regional Partnership Council meetings every three months (200 miles 2 times) fleet charges of .57 cents per mile for a total of \$228.00. Staff will be required to attend monthly staff meetings (180 miles each trip) fleet charges of .57 cents per mile for a total of \$1231.20. Travel for out of town training will be six trainings at 180 miles each trip fleet charges of .57 cents per mile for a total of \$1231.20. Program travel for the manager and program coordinators is necessary in the successful implementation of the program including outreach, recruiting participants, coordination with local agencies and program implementation. We have estimated mileage to be 5000 miles fleet charges .57 per mile total \$2850.00. Total mileage \$5,540.40. Per diem is estimated to provide \$25.00 per day for two staff for six days total \$300.00. Six night hotel stay for the program manager and community health assistant total \$900.00. Total travel expenses \$6,740.40.

Other Operating Expenses

The routine office operating expenses will consist of paper, envelopes, business cards, mailings, appointments and referral cards the total price will be \$2,390.54. Communication supplies will consist of two cell phones prices at \$80.00 per month(included WIFI) and internet services for the Payson office at \$70.00 per month. In Payson we will rent office space in the amount of \$700.00 per month plus utilities in the amount of \$200.00 per month. We will provide food for social events for clients and families in the amount of \$600.00 We will continue to provide a kid zone furnishings in the amount of \$300.00. Advertising in local newspapers, flyers, referral cards and other outreach materials for \$2,500.00. Each staff member will need to pay for coping expenses and a portion of the copy machine lease for each office for a total of \$800.00. The staff will need to have continuing education and training projected amount of \$400.00. Program materials, supplies and incentives will include books, educational materials, and participation incentives in the amount of \$7,500.00. This results in a grand total of \$26,886.84.

Indirect costs

As a Gila County employee there are indirect costs for personnel paperwork, finance, mail routing, and support staff which will be budgeted in the amount of \$17,272.76 per year. This reflects approximately 10% of direct expenses.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

☒ **Option A - Administrative Costs:** with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization’s management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project’s director and other administrative staff not attributable to the time spent in support of a specific project.

OR

☐ **Option B - Federally Approved Indirect Costs:** If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature_____ Date_____

Michael A. Pastor Chairman, Board of Supervisors

_____ Date_____

Bryan Chambers, Deputy Attorney Principal

Attachment D

Key Personnel

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Title: FTE on this project:	Paula Horn Program Manager .25
Name: Title: FTE on this project:	Sonia Yanez Healthy Steps Program Coordinator 1 FTE
Name: Title: FTE on this project:	Chandra Wattleworth Healthy Steps Program Coordinator 1 FTE
Name: Title: FTE on this project:	Sarah Chavez Accounting Clerk .17
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

***In addition, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key personnel involved in the project and listed above. If awarded and there is a change in staff or a vacant position filled, a Staff Change Notification form and resume must be uploaded via the Communication Log in PGMS within 14 days of hire.**

KEY PERSONNEL INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT

Attachment E

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
N/A			
TOTAL:			

*Should include only those funds that will support the program detailed the awarded First Things First grant award

Attachment F

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) Gila County Healthy Steps Program

Agency Gila County Division of Health and Emergency Services Contact Person Paula Horn

Address 5515 S. Apache Avenue, Suite 100 Position Deputy Director

Address _____ Email phorn@co.gila.az.us

City, State, Zip Globe, AZ 85501 Phone 928-402-8813 Ext.

County Gila Fax 928-425-0794

Employer Identification Number: 86-6000444

Agency Classification: ☐ State Agency ☒ County Government ☐ Local Government ☐ Schools
☐ Tribal ☐ Faith Based ☐ Non Profit ☐ Private Organization ☐ Other

Have you previously conducted business with First Things First using this EIN? X Y N

If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp, download the State of Arizona Substitute W-9 Form, and submit with your application

Congressional district (federal) in which agency provides most services: District # 1

Legislative district (state) in which agency provides most services: District # 8

Go to <http://www.azredistricting.org> and click on Final Maps to identify your Congressional and legislative district

Approximate federal funding (from a federal source) to be received in current fiscal year? \$5,500,000

Agency's fiscal year-end date: 6/30/2013

Agency's accounting method: Cash X Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? ☒ X ☐ Y ☐ N

Contact information for firm conducting agency audit:

Audit firm: Clifton, Larson and Allen LLP

Address: 20 E. Thomas Road , Suite 2300 Phoenix, AZ 85012

Phone: 602-266-2248

:

B. Proposed Program Information/Description:

Amount requested: \$190,000.00

Service area of proposed program: Gila County

Target population of proposed program: 200

Lead Strategy - Care Coordination/Medical Home

There are assigned Service units for the strategy award from First Things First. Given the Listed Service Unit, provide a contracted number for FY 14.

Number of children served: 200

Number of children receiving screening: 200

Number of developmental screenings conducted: 200-400

Number of hearing screenings conducted:

Number of vision screenings conducted:

Number of families served (HIE Assistance):

Important Items to note:

- **If you are providing a different contracted service number than what was contracted in FY 14, provide a brief description explaining the change.**
- **If you are not providing services for a particular service unit within a strategy that has more than one service unit, please indicate "NA."**
- **A complete listing of First Things First Target Service Unit descriptions can be found in PGMS under the Grantee Resources folder.**

Please provide a brief description (250 words or less) of the proposed program. This description will be used by First Things First for all public information regarding the grant.

Gila County Healthy Steps Program enhances the relationship between the parents of an infant and their pediatrician, through the child's fifth year. The Healthy Steps Specialist will work with parents to connect them to services in the community, conduct developmental screenings on a regular basis, introduce and support early literacy activities through the provision of developmentally appropriate books to the child, and work to be sure that parent's questions are answered. Home visits will be conducted at birth and key developmental stages to support families raise healthy successful children. The program will implement the Ages and Stages On-Line Enterprise Screening including Parent Access to ensure that all children receive timely developmental and social emotional screen. The Gila County Healthy Steps Program will serve as the leader in implementing a region-wide developmental screening process that will allow children to receive timely screenings from their first contact with the early childhood system.

Contact Information:

For each contract in the Partner and Grants Management System (PGMS), there are four contact slots available that provide a varying degree of access. The four slots are the Main Contact (all access), the Program Contact (access to narrative and data reports), the Evaluation Contact (access to only data reports) and the Finance Contact (budget and reimbursements.) The same person may be assigned to more than one slot.

Main Contact: This person has overall responsibility for ensuring the program is successfully implemented and will have access to all financial, programmatic, and data reports in PGMS.

Main Contact: Paula Horn

Position: Program Manager/Deputy Director

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: phorn@gilacountyaz.gov

Phone: 928-402-8813 Ext. Fax: 928-425-0794

Program Contact: This person has responsibility for the regular program operations. They will be able to access program narrative and data reports in PGMS.

Program Contact: Sonia Yanez

Position: Program Coordinator

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: syanez@gilacountyaz.gov

Phone: 928-402-8810 Ext. Fax: 928-425-0794

Financial Contact: This person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to access financial information in PGMS.

Financial Contact: Sarah Chavez

Position: Accounting Clerk

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: schavez@gilacounty.az

Phone: 928-402-4332 Ext. Fax: 928-425-0794

Evaluation Contact: This contact person has responsibility for the program’s evaluation and data collection activities. They will be able to access the data reports in PGMS.

Evaluation Contact: Paula Horn

Position: Program Manager/Deputy Director

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: phorn@gilacountyaz.gov

Phone: 928-402-8813 Ext. _____ Fax: 928-425-0794

PGMS Training
If any of the contacts are new or in need of technical assistance with PGMS, please indicate the type of training and which contact:

<input type="checkbox"/> Accessing/Navigating PGMS	Contact(s): _____
<input type="checkbox"/> Narrative/Data Report Entry	Contact(s): _____
<input type="checkbox"/> Reimbursements/Budget Modifications	Contact(s): _____
<input type="checkbox"/> Other: _____	Contact(s): _____

First Things First
Grant Renewal Package Instructions
July 1, 2013 – June 30, 2014

Your First Things First (FTF) grant is eligible for a program renewal by extending the previous 2013 fiscal year grant award. Programs proposed for the 2014 fiscal year cannot be different in scope than the previous grant award.

Grantee Name:	Gila County Health Department
FTF Grant Number:	GRA-RC004-13-0556-01
Strategy Name:	Care Coordination/Medical Home
Data Template(s) Assigned:	Care Coordination /Medical Home Developmental and Sensory Screening
Eligible Renewal Amount:	\$190,000.00 The amount is subject to change pending legal and procurement review at First Things First. If a different amount is approved for renewal, an updated line item budget & budget narrative will be required.

The renewal package includes the completion and submission of Attachments A-F. Attachment G, Data Security Guidelines, has been revised and replaces previous versions.

Program Implementation Questions (Attachment A)
Provide a narrative response to each question in Attachment A.

Program Implementation Plan (Attachment B)
Provide an updated implementation plan for the 2014 fiscal year. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process.

2014 Budget Forms (Attachment C – must include both the line item budget and budget narrative)

Key Personnel (Attachment D)
List all staff that will be paid from this grant program during the 2014 grant cycle. This should match your line item budget and budget narrative. Submit resumes and/or staff change notification forms for new staff or those that have not yet been submitted to First Things First previously. The staff change notification form is located under the Grantee Resources folder on the Partner Grant Management System (PGMS) home page.

Disclosure of Other Funding Sources (Attachment E)
List any other funding utilized for this program administered by your agency.

First Things First Standard Agency Information Collection Form (Attachment F)
Please complete all sections detailing:

- The main, program, financial and evaluation contact information for PGMS access to the 2014 grant.
- The **Target Service Number(s)** to be served/completed in 2014 for all identified strategies.
- A brief program description to be used for public descriptions of First Things First funded programs.

Standards of Practice Updates: Utilizing the standards of practice are part of the requirements for the award and implementation of your grant program. They represent FTF's intent for the implementation of a specific strategy. Prior authorization is needed if the program deviates from the standards of practice. Grantees are responsible for reviewing and implementing the most recent updates to the standards of practice, located in the FTF Strategy Toolkit.

Model Programs that Require Certification and Accreditation: It is the grantee's responsibility to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their national office and/or administrative home for cost information, if applicable.

Compliance with State and Federal Law: As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the grant period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp. Additionally, First Things First will post any applicable grantee requirement and updated Communications Protocol information under the Grantee Resources folder in PGMS.

Grantees must maintain compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the agreement. Grantees will also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the agreement. I-9 forms are available for download at USCIS.GOV.

First Things First may request verification for any grantee or subgrantee performing work under the agreement. Should FTF suspect or find that a grantee is not in compliance with state or federal laws, First Things First may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the agreement for default and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

Data Security: All grantees must have a data security policy in force, which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction. All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. Refer to **Attachment G, Data Security Guidelines and Requirements for Collaborators**, for more information.

Program Performance and Data Reporting Requirement Updates: First Things First provides program information to the public, Regional Partnership Councils, and the Board of First Things First. The information regularly provided to the Regional Partnership Councils and Board of First Things First include proposed renewal information; submission of data related to performance measures and target service units; prior program performance; information provided in program narrative reports; and financial/expenditure information. Regional Partnership Councils utilize this information to continue strategic planning efforts and identify annual funding priorities; to assist with renewal decisions; to develop new or modified strategies; to review the impact that programs have had in the region and state; as well as achievements in system building.

Grantee Data Reporting Requirements are identified in each grant and can be accessed in the

FTF Strategy Toolkit. Please review the latest Data Reporting Requirements in preparation for implementation upon grant renewal.

Renewal Package Due Date: The renewal package must be *received* by ***April 1, 2013 at 3:00pm*** and submitted via email or standard mail:

Maria A. Soto, Fiscal Specialist
First Things First
4000 N. Central
Phoenix, AZ 85012
msoto@azftf.gov
(602) 771-5083

Or

Marjorie Bennett, Fiscal Specialist
First Things First
4000 N. Central
Phoenix, AZ 85012
mbennett@azftf.gov
(602) 771-5084

Program Implementation Questions

Provide a narrative response to the questions below. To ensure that you are not changing the scope of work of your original grant, you must use the same programs and/or strategies as described in your original proposal, unless you have obtained prior approval.

- 1. Provide a brief narrative description of your proposed program that will be implemented in SFY14. This description should match information provided in your Implementation Plan (Attachment B) and explain anything from the Implementation Plan needing additional description.**

Gila County Healthy Steps Program will implement the National Healthy Steps model to provide care coordination to children and their families. Services will be provided in Globe and Payson with a full time staff person in each city. The model implemented will be the Community Based program that collaborates with various partners in the community to provide services to children. Initial contacts will be made with many families in the hospital. Other families' first contact with the program may be from the Family Access Developmental Screening Program or their well child care providers referral. The program will partner with local hospitals, Payson Christian Clinic, Community Physicans, Canyonlands Clinic as well as the County Immunization Clinic and the WIC Program. The program will provide the services as outlined in the National Healthy Steps model as well as meeting the components of the Scope of Work and Standards of practice included in this document. The program will provide home visits at birth and key developmental stages when appropriate to meet the needs of the families and their children. We have identified 200 as the number of children birth to five. The program will consist of a .25 Program Manager who will oversee the two full time program coordinators housed in Globe and Payson. The program will serve as the lead agency to implement the ASQ Enterprise and Family Access Program within the Healthy Steps Program. In addition the program will develop a plan to implement the Enterprise System region-wide through community partners that provide services to children birth to five. The goal of the program is to provide parent education, identification of delays and coordination of care for all children who reside in Gila County, and to assist with creating a medical home. Training for staff will utilize a combination of the National Healthy Steps training as well as on-going training and support of the Arizona Healthy Steps Program trainers. Intensive training will be provided during the first grant period to insure the success of the program and model fidelity.

Consider the following for inclusion in the narrative description:

- a) If your program received approved modifications, please describe how those modifications will continue to be implemented in SFY 2014. NONE**
- b) If you have proposed modifications moving forward, please describe how they will enhance program implementation and/or why they are necessary for the program to be successful in the upcoming fiscal year. NONE**
- c) If there are no modifications or no planned modifications, please indicate no modifications necessary and provide a brief description of the existing program Implementation. NONE**

2. Please describe current and ongoing plans for data collection and submission, including how your program is using data to promote optimal service and ongoing improvement.

We plan to capture the reporting requirements in an electronic data base which our County IT has password protected software in place to ensure confidentiality. The staff our familiar with reporting requirements of First Things First.

We plan to purchase the ASQ online enterprise system and begin implementation upon completion of the Healthy Steps training. After the staff become super-users of the on-line system, we will attempt to collaborate with other programs to use the on-line system. Healthy Steps staff will be the technical support for the ASQ online system. The Developmental Screening Program set up will meet all of the requirements outlined in the scope of work including community collaboration and reporting to the Regional Council.

3. Describe how you anticipate being better able to achieve your proposed target service units.

The problem we had in the first grant period was receiving qualified applicants to fill the needed staff positions. We will provide the following once all staff have been hired and appropriately trained;

- Unit of service will be 200 unduplicated children birth to five and their families in Gila County receiving ongoing Healthy Steps support.
- 200 children will receive ASQ and ASQ-SE developmental screening either through the Parent Access Program or screenings conducted by the Healthy Steps Specialist. The program will screen children at key developmental milestone with a target of 400 screens and appropriate follow-up.

4. Please describe how you will ensure target service numbers will be met in the next SFY implementation of this First Things First grant award.

We have been assured by the National Healthy Steps Trainer that once the appropriate staff is in place the program will be very successful.

5. Please provide an update on the Online Developmental Screening implementation and a copy of the plan as required in the initial scope of work.

Phase 1:

Gila County Health Department

Healthy Steps, Health Start, Home Visitation, Nursing, Gila County WIC, Gila County Well Baby Clinic, Gila County Well Baby Program

Phase 2:

Hospitals

Cobre Valley Regional Medical Center, Payson Regional Medical Center

Non-Governmental Organizations

Head Start, Early Head Start, Horizon Human Services, Arizona’s Children Association, ChildHelp AZ

Phase 3:

Public Schools

Globe USD, Hayden-Winkleman SD, Miami USD, Payson USD, Pine Elementary SD, Tonto Basin SD, Young Public SD, San Carlos USD, Gila County Regional School District

6. Please describe how you will reach 200 units of service for children served and 200 children screened using the online developmental screening program in SFY14 implementation; and how you will address barriers to ensure success.

We have been trying to recruit two workers with the correct qualifications to apply and accept the Healthy Steps Coordinator positions. The barriers we have faced with the application process are lack of applicants possessing a bachelor's degree in a specific field which is required by "Healthy Steps" model. We have been very proactive in the recruitment process. The units of service will not be a problem once staff are fully trained and begin implementation.

The barriers we believe may arise will be the participation from one of the hospitals in the area and marketing the program to let the community know about the services that will be available. The plan to address the above barriers will be to collaborate with existing staff currently working with the hospital. Outreach and marketing will be a priority in the initial stages of the program. The personnel required for the program will be compensated at a higher level which will ensure we will get a good selection of applicants in which to pick from.

Program Implementation Plan
2014

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Preparation	Continue to recruit new employees for Healthy Steps Program Coordinator	HR/Program Manager/Deputy Director	Hopefully prior to start of grant cycle-undetermined	Job Description/Job filled/Resume of new staff
	Purchase supplies	Program Coordinators	Ongoing	Purchase orders/receipts
Training	Schedule training with National Healthy Steps program	Program Manager	When training is available for out-of-state	Training certificate
	One-on-one training with Healthy Steps consultants	Program Coordinators/Program Manager	On-going	Training logs
	ASQ online system	Program Coordinators	On-going	Certification/performance
Outreach	Utilize National Healthy Steps outreach education and information brochures/pamphlets/fact sheets	Program Coordinators/Program Manager	On-going	Outreach materials
	ASQ-online system enterprise	Program Manager	On-going	On-line materials/website
	Format the program description for Divisional brochures/Websites/flyer to be distributed	Program Coordinators	On-going	Outreach materials
Implementation	Home visits/hospital visits/in-office visits/social group settings to families in Gila County	Program Coordinators	On-going	Case files
	Collaboration with local pediatricians and family doctors that provide service to children birth to five.	Program Manager/Program Coordinators	On-going to build capacity	Meetings/contact information

	Provide education to parents on child development, literacy, parenting, and referral for other supporting resources	Program Manager/Program Coordinators	On-going	Case files
Follow-up	Appropriate referrals	Program Manager/Program Coordinators	At time of visit	Referral/case note
	Review with physician to provide family with a team approach for healthy development of their child	Program Manager/Program Coordinators	On-going	Case notes
	Developmental screening referrals	Program Manager/Program Coordinator	On-going	ASQ online system
	Ensure all reports are provided to FTF in a timely manner.	Program Manager	On-going	Quarterly Reports
Implementation	Purchase and implement the ASQ-3 and ASQ-SE Online Enterprise system and parent access system.	Program Manager	June 1, 2013	Financial Reports
	Set up the Parent access and Enterprise systems for use and train staff.	Program Manager/Program Coordinators	June 1, 2013	Online system ready for use and children being screen.
	Collaborate with First Things First Staff and Gila Regional Council to convene community stakeholders to discuss expansion of the Enterprise system across the region.	Program Manager	May 30, 2013	Sign in Sheets from meetings held
	Prepare a report for the Region Council on the pilot implementation of the on-line system and plans for expansion to community partners.	Program Manager/Program Coordinators	August 1, 2013 On-going process	Report submitted to First Things First
	Collaborate with First Things First to provide data from the Gila Enterprise System to the First Things First Hub	Program Manager/Program Coordinators	Initial meeting April 9, 2013 and when the First Things First Hub is in place.	Case note
	Outreach the parent access system within the community and provide follow-up for families entering into the developmental screening process through the system.	Program Coordinators	On-going	ASQ online system

Attachment C

Line Item Budget

While you must use this format, you may reproduce it in Word or Excel. Limit your budget line items to the budget categories listed below.

Budget period: July 1, 2013 – June 30, 2014

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$100,000.00
Salaries	Vacant Program Manager	14,000.00	
	Vacant-Program Coordinator	40,000.00	
	Vacant-Program Coordinator	40,000.00	
	Sarah Chavez-Accounting Clerk	6000.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$36660.00
Fringe Benefits or Other ERE	Vacant Program Manager	5,460.00	
	Vacant-Program Coordinator	15,600.00	
	Vacant-Program Coordinator	15,600.00	
	Sarah Chavez-Accounting Clerk		
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$1,500.00
Contracted Services	ASQ contract maintenance services	1,500.00	
TRAVEL		Travel Sub Total	\$11,340.60
In-State Travel	Mileage x .445	5,108.60	
Out of State Travel	Hotel 2X2 @ 100.00	400.00	
	Perdiem 2X2X4	200.00	
	Flight/taxi	2,200.00	
	Hotel 2X4	2016.00	
	Perdiem 4X3	1416.00	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$23,227.00
<ul style="list-style-type: none">• Telephones/Communications Services• Internet Access• General Office Supplies• Food• Rent/Occupancy• Evaluation (non-contracted & non-personnel expenses)• Utilities• Furniture• Postage• Software (including IT supplies)• Dues/Subscriptions• Advertising• Printing/Copying• Equipment Maintenance• Professional Development/Staff Training• Conference Workshops/ Training Fees for Staff• Insurance• Program Materials• Program Supplies• Scholarships• Program Incentives	2 cell phones	1680.00	
	Payson annex office	840.00	
	3 staff members	1257.00	
	Client classes	500.00	
	Payson office	8400.00	
	N/A		
	Payson office	1200.00	
	Kid friendly zones	300.00	
		200.00	
		100.00	
		0	
		800.00	
	Including lease rental for copiers	800.00	
		0	
	Brazelton	900.00	
		200.00	
		0	
		2000.00	
		2000.00	
		0	
		2100.00	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value		0	
Subtotal Direct Program Costs:			\$

		172727.60
ADMINISTRATIVE/INDIRECT COSTS		
Indirect/Admin Costs	Total Admin/Indirect	\$17272.76
Total	\$	\$17272.76
	\$	\$190000.00

Authorized signature

Michael A. Pastor
Michael A. Pastor, Chairman
Gila County Board of Supervisors

Date

5-7-2013

Attachment C (Continued)

Gila County Healthy Steps Program

12 Month Budget Narrative

Personnel

The Program Manager position is currently vacant. They oversees all the Maternal and Child Health Programs and will be spending 25% of their time on the proposed program for the 12-month grant cycle to include attending program related meetings and training. The manager will provide assistance with purchasing, coordination and outreach of the program. The program manager will also be responsible for the quality assurance, staff supervision of the program. The manager's salary will total \$14,000.00.

The position of Program Coordinator will be hired at a full-time basis. Due to the lack of interest we are requesting a higher salary for the coordinators which results in a \$5,000.00 increase. There will be two Program Coordinators. They will be responsible for daily oversight of program implementation for the 12 month grant cycle. They will provide home visitation services, working with each of the families and providing developmental screenings and follow-up for participants. They will be responsible for outreach, media campaign and coordination with other agencies. The Program Coordinators salaries will total \$80,000.00.

Sarah Chavez is the accounting clerk. She will provide all the billing and fiscal management for the program. The clerk will be spending 17% of her time on the proposed program for the 12 month grant cycle. The accounting clerk's salary will total \$6,000.00.

Grand total of personnel expenses will be \$100,000.00.

ERE/Fringe Benefits

The approved fringe benefits for all Gila County employees include: Arizona Retirement, Medicare, Social Security, Arizona Unemployment, Worker's Compensation, and health insurance. The program manager's portion will total \$5460.00. The program coordinator's portion will total \$31200.00. Grand total of fringe benefits will be \$36660.00.

Professional and Outside Services

The ASQ online enterprise system has annual cost of \$996.35, a technical support cost of \$139.95, and \$0.50 per screen over 100 (\$200 for 400 screens) to implement in Gila County. Total amount is \$1500.00

Travel Expenses

The program manager and two program coordinators will be required to attend one out of state training for Brazelton and the flight will be \$700.00, hotel \$168.00 a night for 4 nights, taxi fare of \$100.00 and per diem at \$59.00 per day for four days. The total out-of-state travel costs will be \$5,632.00. Staff will attend Gila Regional Partnership Council meetings every three months (200 miles 2 times) mileage .445 cents per mile for a total of \$178.00. Staff will be required to attend monthly staff meetings (180 miles each trip) mileage .445 cents per mile for a total of \$480.60. Program travel for the manager and community health assistant is necessary in the successful implementation of the program including outreach, recruiting participants, coordination with local agencies and program implementation. We have estimated mileage to be 5000 miles at .445 per mile total \$4,450.00. Total mileage \$5,108.60. Per diem is estimated to provide \$25.00 per day for two staff for four days total \$200.00. Two night hotel stay for the program manager and community health assistant total \$400.00. Total travel expenses \$11,340.60.

Other Operating Expenses

The routine office operating expenses will consist of paper, envelopes, business cards, mailings, appointments and referral cards the total price will be \$1,200.00. Communication supplies will consist of two cell phones prices at \$70.00 per month and internet services for the Payson office at \$70.00 per month. In Payson we will rent office space in the amount of \$700.00 per month plus utilities in the amount of \$200.00 per month. We will provide food for social events for clients and families in the amount of \$500.00 We will continue to provide a kid zone furnishings in the amount of \$300.00. This is a new program and they will need advertising in local newspapers, flyers and referral cards for \$800.00. Each staff member will need to pay for coping expenses and a portion of the copy machine lease for each office for a total of \$800.00. The Brazelton Institute Training will cost \$300.00 for all three staff members to attend for a total of \$900.00. Program materials, supplies and incentives will include books, educational materials, and participation incentives in the amount of \$6,100.00. This results in a grand total of \$23227.00.

Indirect costs

As a Gila County employee there are indirect costs for personnel paperwork, finance, mail routing, and support staff which will be budgeted in the amount of \$16695.45 per year. This reflects approximately 10% of direct expenses.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

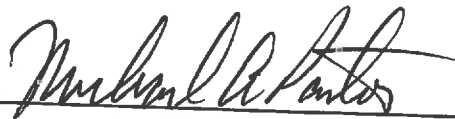
- ☒ **Option A - Administrative Costs:** with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

- ☐ **Option B - Federally Approved Indirect Costs:** If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature



Michael A. Pastor, Chairman
Gila County Board of Supervisors

Date

5-7-2013

Attachment D

Key Personnel

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Title: FTE on this project:	Vacant Program manager .25
Name: Title: FTE on this project:	Vacant Program Coordinator 1 FTE
Name: Title: FTE on this project:	Vacant Program Coordinator 1 FTE
Name: Title: FTE on this project:	Sarah Chavez Accounting Clerk .10
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

*In addition, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key personnel involved in the project and listed above. If awarded and there is a change in staff or a vacant position filled, a Staff Change Notification form and resume must be uploaded via the Communication Log in PGMS.

KEY PERSONNEL SHOULD INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT

Attachment E

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
N/A			
TOTAL:			

*Should include only those funds that will support the program detailed the awarded First Things First grant award

Attachment F

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) Gila County Healthy Steps Program

Agency Gila County Division of Health and Emergency Services Contact Person Paula Horn

Address 5515 S. Apache Avenue, Suite 100 Position Deputy Director

Address _____ Email phorn@co.gila.az.us

City, State, Zip Globe, AZ 85501 Phone 928-402-8813 Ext _____

County Gila Fax 928-425-0794

Employer Identification Number: 86-6000444

Agency Classification: ☐ State Agency ☒ County Government ☐ Local Government ☐ Schools

☐ Tribal ☐ Faith Based ☐ Non Profit ☐ Private Organization ☐ Other

Have you previously conducted business with First Things First using this EIN? ☒ Y ☐ N
If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp,
download the State of Arizona Substitute W-9 Form, and submit with your application

Congressional district (federal) in which agency provides most services: District # 1

Legislative district (state) in which agency provides most services: District # 8
Go to <http://www.azredistricting.org> and click on Final Maps to identify your
Congressional and legislative district

Approximate federal funding (from a federal source) to be received in current fiscal year? \$5,500,000

Agency's fiscal year-end date: 6/30/2012

Agency's accounting method: ☐ Cash ☒ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? ☒ Y ☐ N

Contact information for firm conducting agency audit:

Audit firm: Clifton, Larson and Allen LLP

Address: 20 E. Thomas Road , Suite 2300 Phoenix, AZ 85012

Phone: 602-266-2248

B. Proposed Program Information / Description:

Amount requested: \$190,000.00

Service area of proposed program: Gila County

Target population of proposed program: 200

Lead Strategy - Care Coordination/Medical Home

There are assigned service units for the strategy award from First Things First. Given the listed service unit, provide a contracted number for FY 14.

Number of children served: 200

Non-Lead Strategy 1 - Developmental and Sensory Screening

Number of children receiving screening: 200

Number of developmental screenings conducted: 200

Number of hearing screenings conducted: _____

Number of vision screenings conducted: _____

Important Items to NOTE:

If you are providing a Service Unit different than the FY 13 contracted number, provide a brief description explaining the change.

If you are not providing services for a particular Target Service Unit within the assigned Strategy please indicate with "NA".

IMPORTANT: Please find the full listing of First Things First Target Service Unit descriptions loaded in PGMS under Grantee Resources within a folder called Target Service Units.

C. Contact Information:

First Things First Partner and Grants Management System (PGMS) requires contact information for persons filling overall grant management, financial, programmatic, and evaluation roles. The same person may be assigned to more than one of the roles.

Main contact information: This contact person has overall responsibility for ensuring the program is successfully implemented. This person will be able to view all programmatic, financial, and evaluation information in PGMS. Correspondence from First Things First will be sent to this person.

Main contact person: Paula Horn

Position: Deputy Director

Address: 5515 S. Apache Avenue, Suite 100

City, State, Zip: Globe, AZ 85501

Email: phorn@co.gila.az.us

Phone: 928-402-8813 Ext. _____ Fax: 928-425-0794

Program contact information: This contact person has responsibility for the regular program operations. They will be able to view program and evaluation information in PGMS.

Program Contact Person: Program Manager/Vacant
Position: _____
Address: _____
City, State, Zip: _____
Email: _____
Phone: _____ Ext. _____ Fax: _____

Financial contact information: This contact person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to view financial information in PGMS.

Financial contact person: Sarah Chavez
Position: Accounting Clerk
Address: 5515 S. Apache Avenue, Suite 100
City, State, Zip: Globe, AZ 85501
Email: schavez@co.gila.az.us
Phone: 928-402-4332 Ext. _____ Fax: 928-425-0794

Evaluation contact information: This contact person has responsibility for the program's evaluation and data collection activities. They will be able to view evaluation information in PGMS.

Evaluation contact person: Program Manager/Vacant
Position: _____
Address: _____
City, State, Zip: _____
Email: _____
Phone: _____ Ext. _____ Fax: _____

Your application may have included information about a collaborating partner/agency. Please provide contact information for these collaborators below.

Collaborator



Agency: Gila County Nursing Contact Person: Lorraine Dalrymple
Address: 5515 S. Apache Ave, suite 100 Position: Health Program Manager
Address: _____ Email: ldalrymp@co.gila.az.us
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: 928-402-8811 Ext. _____ Fax: 928-425-0794

Collaborator



Agency: Gila County WIC Contact Person: Jamilyn Anderson
Address: 5515 S. Apache Avenue Position: Supervisor
Address: _____ Email: janderson@co.gila.az.us
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: 928-402-4306 Ext. _____ Fax: 928-425-0794

Collaborator



Agency: Cobre Valley Regional Medical Center Contact Person: _____
Address: 5880 S. Hospital Drive Position: OB department
Address: _____ Email: _____
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: 928-425-3261 Ext. _____ Fax: _____

Collaborator



Agency: _____ Contact Person: _____
Address: _____ Position: _____
Address: _____ Email: _____
City, State, Zip: _____ County: _____
Phone: _____ Ext. _____ Fax: _____

Attachment G

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of an FTF grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, Grantee must ensure that throughout the reporting and submission process the data is secured, and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, tribal law, or other data regulation, are required to submit and maintain those approvals for all data.

Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Grantees Serving Clients on Tribal Lands

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. FTF further recognizes Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to FTF must be obtained and kept on-file by the grantee and FTF for granting serving clients on tribal lands.

Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.

Revised January 2013

GRANTEE AGREEMENT

GRA-RC004-13-0556-01

**Between The
Gila Regional Partnership Council,
Arizona Early Childhood Development and Health Board
(First Things First)
And
Gila County Health Department**

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), the Gila Regional Partnership Council (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Gila County Health Department (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2012 and shall terminate on June 30, 2013. This agreement is renewable for two (2) additional twelve (12) month extensions, based on satisfactory performance and continued available funding.

III. DESCRIPTION OF SERVICES

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

- A. Effective care coordination begins with recognizing the needs of families and the coordination between health providers and health systems. It is based upon the relationship between the family, the health care providers and the care coordinator. It enhances access to needed services and resources, promotes optimal health and functioning of children, and supports improved quality of life. Data shows that primary care physicians struggle to fulfill the care-coordination needs of children, youth, and families. Care is coordinated and/or integrated across all elements of the complex health care and social services systems (e.g., subspecialty care, hospitals, home health agencies, home visitation services) and the patient's community (e.g., family, schools, childcare, public and private community-based services). Care coordinators enable medical practices to assure that their patients get the necessary services when and where they need it in a culturally and linguistically appropriate

manner. An important component of a Care Coordination strategy is to insure children receive regular developmental screenings at six-month intervals. Developmental screening has been a practice used in multiple settings; however, integrating the information using an online web-based system from those settings into a common database is a relatively new option.

- B. There are a number of successful care coordination national models, which have demonstrated impressive health outcomes for children ages birth through five by offering high-risk families additional support to access health care and social services. Applicants are required by the Gila Regional Council to use the Healthy Steps National Model to provide care coordination services and the Ages and Stages Questionnaire (ASQ-3) online developmental screening tools and systems to be used for the trial implementation period. The Scope of work can be found in Exhibit A. The Standards of Practice for Care Coordination and Developmental Screening can be found in Exhibits B and C.
- C. Adhere to the First Things First Data Collection Target Service Unit Guidance Document (Exhibit D).
- D. Adhere to the First Things First Data Security Guidelines (Exhibit E).
- E. Comply with the Scope of Work Narrative Responses, Implementation Plan and Submit the Grant Management Forms provided by First Things First (Attachments A – H).
NOTE: Narrative Responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted prior to this agreement becomes final and is signed by First Things First. Submission is required by August 1, 2012.
- F. Agencies and Departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

IV. MANNER OF FINANCING

The GRANTOR shall:

- a) Provide up to **\$155,000.00** to GRANTEE for services provided under Paragraph III.
- b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE via the First Things First on-line grants management system. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.
- c) Prior to processing payment, a review of submitted quarterly program narratives and data submission reports will be conducted as well as a review of any other required submission of programmatic information by the grantor to ensure programmatic requirements have been fulfilled. Timely submission of these reports is also required for payment.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the

project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than \$500,000 from federal awards/dollars, *a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days.*

VII. DEBARMENT CERTIFICATION

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

VIII. FUNDS MANAGEMENT

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with State of Arizona requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (<http://gao.az.gov/travel/default.asp>).

IX. REPORTING REQUIREMENTS

Regular reports by the GRANTEE shall include:

Programmatic, Data Submission, and Financial Reports

1. The GRANTEE shall provide quarterly program narrative & evaluation data reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. Reporting is submitted via the First Things First on-line grants management system known as Partners and Grant Management System (PGMS) and shall contain such information as deemed necessary by the GRANTOR.

- a. Quarterly Programmatic Narrative & Data Submission Reports are due:

- i. Period: October 1, 2012 – December 31, 2012
Due: January 20, 2013
- ii. January 1, 2013 – March 31, 2013
Due: April 20, 2013
- iii. April 1, 2013 – June 30, 2013
Due: July 20, 2013
- iv. The final programmatic report as submitted shall be marked FINAL

- b. Financial Reimbursement Reports

- i. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted using the First Things First online grants management system known as Partners and Grant Management System (PGMS). This submission includes a basic line item ledger to detail the type of expense relating to the approved line item budget and validates approved staffing assigned to the project, travel is within the approved state rate limitation, and other line item budget expenditure details.
- ii. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

X. ASSIGNMENT AND DELEGATION

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

XI. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. SUBCONTRACTORS

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. PROHIBITION ON GOVERNMENT CONTRACTS

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE

to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XXI. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. First Things First follows all State of Arizona and Federal laws, State of Arizona Uniform Terms and Conditions and in particular abides by the Arizona Uniform Terms and Conditions and Uniform Instructions and are incorporated into this Agreement through reference. These laws

include Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to immigration status of its employees. First Things First may request verification for any Grantee, Contractor, or Subcontractor performing work under the agreement. Anyone entering into an Agreement with First Things First is required to follow any and all State laws around immigration and English only. Should First Things First suspect that a grantee is not in compliance with state or federal laws and First Things First may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination, and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section X Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State, Local or Federal government.

XXV. LICENSING

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws

for Faith-based and Community Organizations.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The GRANTOR reserves the right to review and approve any publications and/or media funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First and normally located in the Partners and Grant Management System (PGMS).

XXXI. INDEMNIFICATION

Indemnification Language for Public Agencies. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

XXXII. INSURANCE REQUIREMENTS

Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

All certificates required by this Contract shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time and shall be submitted within 15 days of the Agreement becoming final.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Grantee shall provide coverage with limits of liability not less than those stated below.

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

Policy shall include bodily injury, property damage, personal injury 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 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee".***
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee".*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- b. This requirement shall not apply to separately, EACH Grantee or subcontractor exempt under A.R.S. §23-901, AND when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such

additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Contract.

2. The Grantee's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty- (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012) and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- F. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- G. All certificates required by this Contract shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- H. SUBCONTRACTORS: Grantees' certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

- J. EXCEPTIONS: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXXIII. CONFIDENTIALITY OF RECORDS

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIV. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXV. TERMINATION

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The GRANTEE shall be liable to the GRANTOR for any excess costs incurred by the GRANTOR in procuring materials or services in substitution for those due from the GRANTEE.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

XL. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represent that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

XLI. Legal Arizona Worker

GRANTEE hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GRANTEE employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). GRANTEE shall further ensure that each subcontractor who performs any work for GRANTEE under this contract likewise complies with the State and Federal Immigration Laws.

XLII. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement 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:

The GRANTEE shall submit notices relative to this Agreement to:

First Things First
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:
Gila County Health Department
5515 S. Apache Avenue, Ste. 100
Globe, Arizona 85501

XLIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF
Gila County**



Tommie C. Martin, Chairman,
Board of Supervisors

9/18/12
Date

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**



Rhian Evans Allvin
Chief Executive Officer

10/9/12
Date



Bryan Chambers, Chief Deputy
Gila County Attorney

9 18 2017
Date

Grant Agreement Attachments & Exhibits

Attachment A	Standard Agency Information Collection Form
Attachment B	Personnel Overview
Attachment C	Narrative Questions and Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget Form
Attachment F	Budget Narrative Explanation
Attachment G	Disclosure of Other Funding Sources
Attachment H	Financial Systems Survey
Attachment I	Data Collection Form
Exhibit A	Scope of Work Reference/Information
Exhibit B	Care Coordination/Medical Home Standards of Practice
Exhibit C	Developmental and Sensory Screening Standards of Practice
Exhibit D	First Things First Care Coordination/Medical Home Target Service Unit Information
Exhibit E	First Things First Developmental and Sensory Screening Target Service Unit Information
Exhibit F	Data Security Guidelines

Attachment A

FIRST THINGS FIRST STANDARD AGENCY INFORMATION COLLECTION FORM

A. Agency Information:

Program Name (if applicable) Gila County Healthy Steps

Agency Gila County Division of Health and Emergency Services Contact Person Paula Horn

Address 5515 S. Apache Avenue, Suite 100 Position Deputy Director of Prevention Services

Address _____ Email phorn@co.gila.az.us

City, State, Zip Globe, AZ 85501 Phone 928-402-8813 x _____ Fax _____

County Gila Employer Identification Number: 86-6000444

Agency Classification: _____ State Agency _____ ☒ County Government _____ Local Government _____ Schools
_____ Tribal _____ Faith Based _____ Non Profit _____ Private Organization _____ Other

Have you previously conducted business with First Things First using this EIN? ☒ Y _____ N

If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: http://www.gao.az.gov/Vendor/account_setup_home.asp.

In which Congressional (Federal) District is your agency? Enter District # 1
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 8
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?
\$5,500,000

What is your organization's fiscal year-end date? 06-30-2012

Accounting Method: _____ Cash ☒ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? ☒ Y _____ N

Please provide contact information of the audit firm conducting your audit:

Agency Miller, Allen & CO., P.C.

Address 5333 N. 7th Street Phoenix, AZ 85014

Phone Number 602-264-3888

B. Proposed Program Information / Description:

Amount requested: \$155,000.00

Service area of proposed program: Gila County

Target population of proposed program: 200

Number of children to be served: 200

Number of children screened for developmental delays: 200

Please provide a **BRIEF** description of the **proposed program** in one or two paragraphs and this will be the source for a public description describing the nature of the program being implemented that will be used by First Things First.

Gila County Healthy Steps Program enhances the relationship between the parents of an infant and their pediatrician, through the child's fifth year. The Healthy Steps Specialist will work with parents to connect them to services in the community, conduct developmental screenings on a regular basis, introduce and support early literacy activities through the provision of developmentally appropriate books to the child, and work to be sure that parent's questions are answered. Home visits will be conducted at birth and key developmental stages to support families raise healthy successful children. The program will implement the Ages and Stages On-Line Enterprise Screening including Parent Access to ensure that all children receive timely developmental and social emotional screen. The Gila County Healthy Steps Program will serve as the leader in implementing a region-wide developmental screening process that will allow children to receive timely screenings from their first contact with the early childhood system.

C. Contact Information

First Things First Partner and Grants Management System (PGMS) require four designated contacts for contact with First Things First related to this grant (the same person may be assigned to more than one of the roles, if appropriate).

Main Contact Information – This should be information for the person designated as the Main contact for this grant award and this person can view all information related to this grant (financial, programmatic and data collection/evaluation in nature). This person will also be the primary contact for First Things First and should be the person responsible for ensuring the program plan is implemented. Primary correspondence from First Things First will be sent to this person.

Main Contact Person Paula Horn

Position Deputy Director of Prevention Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email phorn@co.gila.az.us

Phone 928-402-8813 x Fax 928425-0794

Program Contact Information – This should be information for the person designated as the Program contact for this grant award and this person can view information related to this grant for program or data collection purposes only.

Program Contact Person Lauren Savaglio

Position Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email lsavaglio@gilacountyaz.gov

Phone 928-402-8811 x Fax 425-0794

Financial Contact Information – This should be information for the person designated as the financial contact for this grant award and this person can view information related to this grant for financial purposes only.

Financial Contact Person Sarah Chavez

Position Accounting Clerk

Address 5515 S. Apache Avenue Suite 300

City, State, Zip Globe, AZ 85501

Email schavez@gilacountyaz.gov

Phone 928-402-4332 x Fax 928-425-0794

Evaluation Contact Information – This should be information for the person designated as the Evaluation contact for this grant award and this person can view information related to this grant for data collection purposes only.

Evaluation Contact Person Lauren Savaglio

Position Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Phone 928-402-8811 x Fax 928-425-0794

Collaborator

Collaborator

Collaborator

Agency	Cobre Valley Regional Medical Center	Contact Person	Sheena Guerrero
Address	5880 S. Hospital Drive	Position	OB Director
Address		Email	
City, State, Zip	Globe, AZ 85501	Phone	928-425-3261 x Fax
County	Gila		

Attachment B

PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Title: FTE on this project:	Lauren Savaglio Program Manager .25
Name: Title: FTE on this project:	Vacant Healthy Steps Coordinator 1 FTE
Name: Title: FTE on this project:	Vacant Healthy Steps Coordinator 1 FTE
Name: Title: FTE on this project:	Sarah Chavez Accounting Clerk .10
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for individuals involved in the project.**

Attachment C

Narrative Questions and Responses

Narrative Responses Required

To complete your Application, provide a narrative response that addresses each of the items below.

Provide a description of the program being proposed.

Gila County Healthy Steps Program will implement the National Healthy Steps model to provide care coordination to children and their families. Services will be provided in Globe and Payson with a full time staff person in each city. The model implemented will be the Community Based program that collaborates with various partners in the community to provide services to children. Initial contacts will be made with many families in the hospital. Other families' first contact with the program may be from the Family Access Developmental Screening Program or their well child care providers referral. The program will partner with local hospitals, Payson Christian Clinic, Community Physicians, Canyonlands Clinic as well as the County Immunization Clinic and the WIC Program. The program will provide the services as outlined in the National Healthy Steps model as well as meeting the components of the Scope of Work and Standards of practice included in this document. The program will provide home visits at birth and key developmental stages when appropriate to meet the needs of the families and their children. We have identified 200 as the number of children birth to five. The program will consist of a .25 Program Manager who will oversee the two full time program coordinators housed in Globe and Payson. The program will serve as the lead agency to implement the ASQ Enterprise and Family Access Program within the Healthy Steps Program. In addition the program will develop a plan to implement the Enterprise System region-wide through community partners that provide services to children birth to five. The goal of the program is to provide parent education, identification of delays and coordination of care for all children who reside in Gila County, and to assist with creating a medical home. Training for staff will utilize a combination of the National Healthy Steps training as well as on-going training and support of the Arizona Healthy Steps Program trainers. Intensive training will be provided during the first grant period to insure the success of the program and model fidelity.

Identify and describe the target population to be served by the proposed strategy, including:

- Unit of service will be 200 unduplicated children birth to five and their families in Gila County receiving ongoing Healthy Steps support.
- 200 children will receive ASQ and ASQ-SE developmental screening either through the Parent Access Program or screenings conducted by the Healthy Steps Specialist. The program will screen children at key developmental milestone with a target of 400 screens and appropriate follow-up.

How the strategy will meet the needs of the targeted population in terms of being culturally competent, linguistically appropriate, age appropriate and gender responsive.

We plan to follow the Healthy Steps curriculum which has been proven to be evidence based as well as culturally competent, linguistically appropriate and gender responsive . Gila County provides training to all staff regarding cultural competency and currently has staff to assist with linguistic barriers.

Recruitment and outreach efforts, engagement and retention practices for the targeted population.

Healthy Steps curriculum and training will provide a multi-faceted approach to retention of clientele. Outreach will consist of working with agencies who service the same target population.

Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance to provide the proposed service.

The program will partner with local hospitals, Payson Christian Clinic, Community Physicans, Canyonlands Clinic as well as the County Immunization Clinic and the WIC Program. We plan to form a partnership with the home visitation program coordinator in Gila County to assist with meetings and capacity building. Training and technical assistance will be provide by the National and State Healthy Steps Program. The program will become an official Healthy Steps Site upon completion of the initial training.

Identify barriers to providing the service or program proposed and plans for addressing these barriers. Describe plans to recruit and locate personnel within the geographical region of the provided service and that are linguistically and culturally competent for the population to be served.

The barriers we believe may arise will be the participation from one of the hospitals in the area and marketing the program to let the community know about the services that will be available. The plan to address the above barriers will be to collaborate with existing staff currently working with the hospital. Outreach and marketing will be a priority in the initial stages of the program. The personnel required for the program will be compensated at a higher level which will entrust we will get a good selection of applicants in which to pick from.

Describe the plan and resources necessary to meet FTF basic reporting requirements, maintain data securely and confidentially.

We plan to capture the reporting requirements in an electronic data base which our County IT has password protected software in place to ensure confidentiality. The staff are familiar with reporting requirements of First Things First.

Describe the process of implementing the ASQ-3 online system within the community of health practitioners.

We plan to purchase the enterprise system and begin implementation upon completion of the Healthy Steps training. After the staff become super-users of the on-line system, we will attempt to collaborate with other programs to use the on-line system. Healthy Steps staff will be the technical support for the ASQ online system. The Developmental Screening Program set up will meet all of the requirements outlined in the scope of work including community collaboration and reporting to the Regional Council.

Attachment D**IMPLEMENTATION PLAN: October 1, 2012 – June 30, 2013**

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Preparation	Recruit new employees for Healthy Steps Program Coordinator	HR/Program Manager/Deputy Director	11/15/2012	Job Description/Job filled/Resume of new staff
	Purchase office equipment	Program Manager	11/15/12	Purchase orders/receipts
	Purchase supplies	Program Coordinators	12/01/12	Receipts
Training	Schedule training with National Healthy Steps program	Program Manager	10/31/12	Training certificates
	On-on-one training with Healthy Steps consultant	Program Coordinators/Program Manager	On-going	Training logs
	ASQ-3 developmental assessment training	Program Manager/Program Coordinators	12/01/12	Certificate/performance
Outreach	Introduction letters to local agencies, physicians and healthcare providers.	Program Manager/Program Coordinators	01/31/13	Letters
	Utilize National Healthy Steps outreach education and information brochures/pamphlets/fact sheets.	Program Manager/Program Coordinators	01/31/13	Outreach materials
	ASQ-online system enterprise	Program Manager	01/31/13	On-line materials
Implementation	Home visits/hospital visits/in-office visits/social group settings to families in Gila County	Program Coordinators	On-going	Case files
	Collaboration with local pediatricians and family doctors that provide service to children birth to five.	Program Manager/Program Coordinators	On-going to build capacity	Meetings/contact information
	Provide education to parents on child development, literacy, parenting, and referral for other supporting resources	Program Manager/Program Coordinators	On-going	Case files
Follow-up	Appropriate referrals	Program Manager/Program Coordinators	At time of visit	Referral/case note

Evaluation	Review with physician to provide family with a team approach for healthy development of their child	Program Manager/Program Coordinators	On-going	Case note
	Developmental screening referrals	Program Coordinators	On-going	ASQ online system
	Ensure all reports are provided to FTF in a timely manner.	Program Manager	On-going	Quarterly Reports
	Purchase and implement the ASQ-3 and ASQ-SE Online Enterprise system and parent access system.	Program Manager	October 31, 2012	Financial Reports
	Set up the Parent access and Enterprise systems for use and train staff.	Program Manager/Program Coordinators	November 30, 2012	Online system ready for use and children being screen.
	Collaborate with First Things First Staff and Gila Regional Council to convene community stakeholders to discuss expansion of the Enterprise system across the region.	Program Manager	November 1, 2012	Sign in Sheets from meetings held
	Prepare a report for the Region Council on the pilot implementation of the on-line system and plan for expansion to community partners.	Program Manager/Program Coordinators	April 1, 2012	Report submitted to First Things First
	Collaborate with First Things First to provide data from the Gila Enterprise System to the First Things First Hub	Program Manager/Program Coordinators	Approximately April 2012 or when the First Things First Hub is in place.	Case note
	Outreach the parent access system within the community and provide follow-up for families entering into the developmental screening process through the system.	Program Coordinators	On-going	ASQ online system

Attachment E

Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: October 1, 2012 – June 30, 2013

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$62,125.00
Salaries	Lauren Savaglio-Program Manager Vacant-Program Coordinator Vacant-Program Coordinator Sarah Chavez-Accounting Clerk	7,583.34 26,250.00 26,250.00 2,041.66	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$23,432.50
Fringe Benefits or Other ERE	Lauren Savaglio-Program Manager Vacant-Program Coordinator Vacant-Program Coordinator	2957.50 10237.50 10237.50	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$21,589.85
Contracted Services	Healthy Steps ASQ Enterprise System	20,000.00 1589.85	
TRAVEL		Travel Sub Total	\$11,340.60
In-State Travel	Mileage x .445 Hotel 2X2 @ 100.00 Perdiem 2X2X4	5,108.60 400.00 200.00	
Out of State Travel	Flight/taxi Hotel 2X4 Perdiem 4X3	2,200.00 2016.00 1416.00	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$23,551.00
<ul style="list-style-type: none">• Telephones/Communications Services• Internet Access• General Office Supplies• Rent/Occupancy• Utilities• Furniture• Postage• Software (including IT supplies)• Dues/Subscriptions• Advertising• Printing/Copying• Equipment Maintenance• Professional Development/Staff Training• Conference Workshops/ Training Fees for Staff• Insurance• Program Materials• Program Supplies• Scholarships• Program Incentives	2 cell phones Payson office 3 staff members Payson office space n/a 2 staff members 2 laptop systems n/a including copy machine lease n/a Brazelton n/a n/a literacy	840.00 420.00 1091.00 4,200.00 0 6000.00 200.00 4000.00 0 800.00 800.00 0 900.00 0 0 0 2000.00 0 2300.00	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$12961.05
Indirect/Admin Costs		\$12042.50	\$
Total		\$	\$155,000.00

Authorized signature



Date

9/18/12

Attachment F

Gila County Healthy Steps Program 9 Month Budget Narrative

Personnel

Lauren Savaglio is the Program Manager. She oversees all the Maternal and Child Health Programs and will be spending 25% of her time on the proposed program for the 9-month grant cycle to include attending program related meetings and training. She will provide assistance with purchasing, coordination and outreach of the program. The program manager will also be responsible for the quality assurance, staff supervision of the program. The manager's salary will total \$7,583.34.

The position of Program Coordinator will be hired at a full-time basis. There will be two Program Coordinators. They will be responsible for daily oversight of program implementation for the 9 month grant cycle. They will provide home visitation services, working with each of the families and providing developmental screenings and follow-up for participants. They will be responsible for outreach, media campaign and coordination with other agencies. The Program Coordinators salaries will total \$52,500.00.

Sarah Chavez is the accounting clerk. She will provide all the billing and fiscal management for the program. Each program who utilizes the clerk is responsible to pay \$3,500.00 to cover her salary, and benefits for the 9-month grant cycle the total will be 2,041.66. Grand total of personnel expenses will be \$62,125.00.

ERE/Fringe Benefits

The approved fringe benefits for all Gila County employees include: Arizona Retirement, Medicare, Social Security, Arizona Unemployment, Worker's Compensation, and health insurance. The program manager's portion will total \$2,957.50. The program coordinator's portion will total \$20,475.00. Grand total of fringe benefits will be \$23,432.50.

Professional and Outside Services

Gila County will be required to attend the Healthy Steps Training institute for our site the cost will be \$20,000.00. The ASQ online enterprise system is a one-time cost of \$499.95, a technical support cost of \$139.95, a Family Access fee of 349.95, an ASQ and an ASQ-SE liscense fee of \$400.00 and \$0.50 per screen over 100 (\$200 for 400 screens) to implement in Gila County. Total amount is \$1589.85

Travel Expenses

The program manager and two program coordinators will be required to attend one out of state training for Brazelton and the flight will be \$700.00, hotel \$168.00 a night for 4 nights, taxi fare of \$100.00 and perdiem at \$59.00 per day for four days. The total out-of-state travel costs will be \$5,632.00. Staff will attend Gila Regional Partnership Council meetings every three months (200 miles 2 times) mileage .445 cents per mile for a total of \$178.00. Staff will be required to attend monthly staff meetings (180 miles each trip for 6 months) mileage .445 cents per mile for a total of \$480.60. Program travel for the manager and community health assistant is necessary in the successful implementation of the program including outreach, recruiting participants, coordination with local agencies and program implementation. We have estimated mileage to be 5000 miles at .445 per mile total \$4,450.00. Total mileage \$5,108.60. Perdiem is estimated to provide \$25.00 per day for two staff for four days total \$200.00. Two night hotel stay for the program manager and community health assistant total \$400.00. Total travel expenses \$11,340.60.

Other Operating Expenses

The routine office operating expenses will consist of paper, envelopes, business cards, mailings, appointments and referral cards the total price will be \$1,091.00. Communication supplies will

consist of two cell phones prices at \$70.00 per month and internet services for the Payson office at \$70.00 per month. In Payson we will rent office space in the amount of \$700.00 per month. The first nine month contract we will need to purchase office furniture for two of the staff members including desk, chairs, locking filing cabinets, client chairs, kid zone furnishings, staplers, tape dispensers, label printers and other misc. in the amount of \$6,000.00. The program coordinators will need to purchase a laptop in the amount of \$4000.00. This is a new program and they will need advertising in local newspapers, flyers and referral cards for \$800.00. Each staff member will need to pay for coping expenses and a portion of the copy machine lease for each office for a total of \$800.00. The Brazelton Institute Training will cost \$300.00 for all three staff members to attend for a total of \$900.00. Program materials and incentives will include books, educational materials, and participation incentives in the amount of \$2,300.00. This results in a grand total of \$23,551.00.

Indirect costs

As a Gila County employee there are indirect costs for personnel paperwork, finance, mail routing, and support staff which will be budgeted in the amount of \$12,961.05 per year. This reflects approximately 8% of direct expenses.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

X Option A - Administrative Costs: *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request.*

Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

- ☐ **Option B - Federally Approved Indirect Costs:** *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request. Applicants must provide a copy of their federally approved indirect cost rate agreement.*

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature _____



Date _____

9/18/12

Attachment G

DISCLOSURE OF OTHER FUNDING SOURCES*

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
N/A		0	
TOTAL:		0	

*This table should include only those funds that will support the program detailed in this Application.

Authorized Signature:  Date: 9/18/12

Job Title: Tommie C. Martin, Chairman Board of Supervisors

Attachment H:

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: Gila County Division of Health and Emergency Services

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing *funds* as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter Findings and Questioned Costs.	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input checked="" type="radio"/> NO <input type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input checked="" type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input checked="" type="radio"/> Automated <input type="radio"/> Combination
--	---

2. How frequently do you post to the General Ledger?	<input type="radio"/> Daily <input checked="" type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input checked="" type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government.	<input checked="" type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input checked="" type="radio"/> YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input checked="" type="radio"/> YES <input type="radio"/> NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Paula Horn

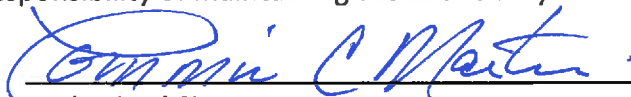
Job Title: Deputy Director of Prevention Services

Date: 08/14/12

Phone/Fax/Email: 928-402-8813/928-425-0794/phorn@co.gila.az.us

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.


Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment. Number of Attachments (please number each attachment): _____

COMMENTS:

Attachment I

Data Collection Form

Performance Measure	Plan for Data Collection	Plan for Using the Data	Quality Assurance
Care Coordination/ Medical Home Number of children served/ proposed service number	Case files and electronic data base	Report to FTF	Program Manager will review number of children every quarter.
Number of written care plans completed	Case files and electronic data base	Report to FTF and the assist families	Review all care plans and make appropriate referrals
Number of families receiving referrals for health insurance enrollment	Demographic paperwork developed to obtain information on enrollment	Report to FTF and to assist families with enrollment	Review cases to ensure enrollment assistance is given to all families requesting assistance
Number of referrals for health and human service providers	ASQ online system will provide the follow-up indicators to assist the staff to refer based on the score of the developmental screen.	Report to FTF. Assist children with needed referrals	Review cases to ensure enrollment assistance is given to all families requesting assistance
Developmental & Sensory Screening Number of children screened for developmental delays/ proposed service number	Case files and ASQ online system will track children	Report to FTF. Long term tracking of children from various agencies at vital developmental stages.	Review ASQ online reports on a quarterly basis

Exhibit A:

Scope of Work Reference/Information

Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children five and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First board and the 31 regional partnership councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids 5 and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The regional councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders, and philanthropists.

First Things First Strategic Direction

FTF's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the FTF Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The FTF Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by FTF work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The FTF Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars
5. % of children with newly identified developmental delays during the kindergarten year
6. # of children entering kindergarten exiting preschool special education to regular education
7. #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
8. #/% of children receiving timely well child visits
9. #/% of children age 5 with untreated tooth decay
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being

What is the Funding Source?

First Things First provides for distribution of funding through both statewide and regional grants. Statewide programs are considered those implemented across regional boundaries and are designed to benefit Arizona's children as a whole. Regional funding is based on the approval of the Regional Partnership Council funding plans submitted to the FTF Board each year.

What is the Total Funding Amount Available in this Request for Grant Application?

This is a nine (9) month contract for the fiscal year ending June 30, 2013 with an option for renewal for two (2) additional twelve (12) month periods. Total funds available are approximately \$150,000 to fund the Healthy Steps- Care Coordination program for the first funding period. An additional \$5,000 is available to plan and implement an online Developmental Screening implementation pilot process during the first year as part of the Care Coordination Program. The total award for year one is \$155,000. First Things First reserves the right not to award the entire amount of available funds or to award an amount that is greater than the posted available funds. Renewal will be contingent upon satisfactory contract performance, evaluation and availability of funds.

Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?

Statement of need

Effective care coordination begins with recognizing the needs of families and the coordination between health providers and health systems. It is based upon the relationship between the

family, the health care providers and the care coordinator. It enhances access to needed services and resources, promotes optimal health and functioning of children, and supports improved quality of life. Data shows that primary care physicians struggle to fulfill the care-coordination needs of children, youth, and families. Care is coordinated and/or integrated across all elements of the complex health care and social services systems (e.g., subspecialty care, hospitals, home health agencies, home visitation services) and the patient's community (e.g., family, schools, childcare, public and private community-based services). Care coordinators enable medical practices to assure that their patients get the necessary services when and where they need it in a culturally and linguistically appropriate manner. An important component of a Care Coordination strategy is to insure children receive regular developmental screenings at six-month intervals. Developmental screening has been a practice used in multiple settings; however, integrating the information using an online web-based system from those settings into a common database is a relatively new option.

Regional Intent:

In 2010, Gila County ranked lowest in health outcomes in Arizona according to the County Health Rankings published by the Robert Wood Johnson Foundation report "Mobilizing Action Toward Community Health." While official reports show that approximately 12% of children in Gila County were uninsured, it is believed that this is significantly unreported and that many families are not accessing appropriate health care services for their young children. In the same year, 49% of all children ages 19-35 months had the recommended set of immunizations, while 96% of incoming kindergartners were fully immunized. Both facts illustrate a need for more coordinated care for this population.

Information from Gila County regional school districts reflects that many children are entering kindergarten with undiagnosed developmental delays, specifically in speech/language and social emotional domains. This phenomena creates a widely variety of readiness levels among many students in the region. In one school district, 67% of incoming pre-kindergarten children qualified for a special education pre-kindergarten program.

The Gila Regional Partnership Council feels strongly that children and families need access to coordination of services that will ensure universal preventive services are provided and have identified Care Coordination/Medical home as the mechanism to address this need.

The Gila Regional Partnership Council has also identified the need for parents to have more access to relevant and useful information about their children, as well as having someone available to answer their questions about child development, developmental concerns , discipline, well-baby visits (and getting the most out of them), nutrition, and other areas of development. The Gila Regional Partnership Council has identified the *Healthy Steps for Young Children National Model* as the mechanism to address these needs. Healthy Steps is a program model that is to be funded through the Regional Council's Care Coordination/Medical Home strategy, and through this Agreement. It will be implemented in either a community based or clinic-based model. Included in the Healthy Steps model is the possibility of doing short-term home visits with at risk families.

- The Clinic-Based Healthy Steps for Young Children program implemented through the County Health Department Clinics, faith based clinics and/or Federally Qualified Healthcare Clinic (FQHC) in the region by providing care coordination services to children and families who are served by the county public health or medical clinic practices.
- The Community-Based Healthy Steps for Young Children programs that brings together partners from the health community including the regions' birthing hospital, clinic-based programs, physician's offices or community-based programs, depending on which pediatrician the parents have selected and the desire of the parent to remain in the program.
- The Ages and Stages Questionnaire (ASQ) online developmental screening system **must be included** in the Healthy Steps model implementation during the first year.

The Gila Regional Council has identified the following needs within the region:

1. Improve parent awareness and knowledge of the community based health and social services that are available;
2. Increase the numbers of children who are accessing a medical home;
3. Improve the rates of toddlers who are fully immunized; and
4. Decrease the numbers of children who arrive at kindergarten with newly diagnosed developmental delays.

In addition, programs implemented under this care coordination strategy will support the connection between the family and their pediatrician or medical provider, will work to establish a pediatric medical home provide additional parental support and information. The Gila Regional Council intends to build an infrastructure of services that will be offered to all newborns and their families across the region, potentially reaching all children and their families.

The Gila Regional Council intends to fund a ***single administrative home*** that can provide Healthy Steps and the ASQ developmental screening administration in the Globe/Miami and Payson areas of the region. The Regional Council intends this strategy to be universally available for newborns, infants, toddlers, and preschoolers and their families with an emphasis on enrolling families of newborns.

Evidence based or best practice models of care coordination: There are a number of successful care coordination national models, which have demonstrated impressive health outcomes for children ages birth through five by offering high-risk families additional support to access health care and social services. Applicants are required by the Gila Regional Council to use the Healthy Steps National Model to provide care coordination services and the Ages and Stages Questionnaire (ASQ) online developmental screening tools and systems to be used for the trial implementation period.

Healthy Steps: The Healthy Steps Model has been implemented nationwide and has been proven to have positive outcomes for children and families. Specifically, the Healthy Steps program encourages using a medical home model within the pediatric medical field. The program has shown to have higher rates of child immunizations, higher rates of timely and appropriate

developmental screenings, as well as providing a medical environment that is supportive of parents as the experts on their child.

Programs implementing care coordination will:

- Assure that all program staff has the appropriate experience and education.
- Provide ongoing training and technical assistance to program staff to assure quality and fidelity to the Healthy Steps model. Successful applicants will be asked to identify the Healthy Steps Trainer that they plan to use with their program staff, to assure program fidelity to the model and to assure that staff has the necessary level of support that they need to be effective.
- Assure that all child and family information is handled in a confidential manner.
- Develop procedures for assuring confidentiality regarding the ASQ-3 Online system.
- Assure that appropriate consent is obtained for service delivery.
- Assure that the intake process assesses the strengths and needs of the child and family by utilizing standardized methods and procedures.
- Collaborate with local agencies/community partners.

Care Coordinators will be asked to accomplish the following:

1. Assist the practice to identify children with special healthcare needs, establish methods for tracking, and follow up of these children.
2. Conduct timely developmental and social emotion screening at six month intervals for all children enrolled using the online screening program.
3. Assist the practice to identify other children potentially in need of care coordination services.
4. Complete an intake assessment with full participation of the family. This assessment (including strengths and weaknesses) should consider medical status, developmental stage of the child and a variety of family protective factors such as parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need and children's healthy social emotional development.
5. Work with families to develop a written plan of care. The intensity of care coordination should vary based upon identified needs/desires of the family.
6. Be able to, as appropriate, but not limited to:
 - a. Work with the office referral staff to identify service referral needs, ensure completion of referral visits and outcomes of those visits
 - b. Assist the family in following up with referrals
 - c. Educate families on the importance of making follow up visits
 - d. Assist in accessing health insurance as needed
 - e. Provide information regarding community resources and linkage to those services
 - f. Promote family independence by working to develop self-care skills
 - g. Support care transitions
 - h. Advocate for the family
7. Monitor the status of the care plan, making any necessary adjustments and communicating changes to the family.

8. Seek out feedback from families on the coordination processes and decisions of the providers serving the child.
9. Participate in quality/performance measurement processes related to the care coordination/medical home model.
10. Care Coordinators will NOT be responsible for performing medical procedures or treatments, giving medical advice, writing reports generally prepared by physicians or nurses and performing routine bookkeeping, clerical or billing functions.

Developmental Screening: The Gila Regional Partnership Council has also decided to use the Ages and Stages (ASQ) -3 online Enterprise Systems and the ASQ-Social and emotional (SE) online Enterprise system to be implemented as part of this grant. The ASQ developmental screening tools were selected by the Regional Council after reviewing the prevalence of current screening tools being used in the region and by other First Things First programs. The ASQ developmental screening tools are considered valid and reliable assessment and screening tools; and it is parent friendly.

ASQ Developmental Screening On-line System Pilot includes:

1. Purchase and implement the ASQ-3 and ASQ-SE online Enterprise Multi-site screening tool into the Healthy Steps – Care Coordination program.
2. Purchase, implement and integrate the Parent Access program to allow parents to complete the ASQ-3 and ASQ-SE online and conduct appropriate follow-up with families that use either the Parent Access Program or the paper version of the assessment tool.
3. Serve as program administrator for the enterprise system setting up appropriate policies and procedures to follow.
4. In Collaboration with First Things First Staff and the Gila Regional Partnership Council, convene community stakeholders groups to discuss expansion of the Enterprise to include other First Things First programs, schools, Head Start Programs, public and private medical clinics, Physician's offices, Child Find, AzEIP and other locations where families access services in the Gila Region.
5. Within six months of the start of the Grant award, a report on the pilot implementation of the online screening process, including a plan for expanding the Enterprise system to multi sites including the community partners, is expected. Included in the report should be information required for further expansion including cost estimates.
6. Serve as ongoing Enterprise administrator of the Gila Enterprise system and coordinate with community partners and the FTF HUB to ensure the success of the program.
7. Review parent initiated developmental screenings from the on-line parent access screening tool, communicate results to parents and make appropriate referrals for follow-up. The Healthy Steps program should serve as the triage with the families by either offering enrollment into the program to families or referral to other First Things First or community programs as appropriate to the needs of the families.
8. All individuals conducting developmental screening will obtain and maintain certification and/ or required training on the ASQ-3, ASQ-SE and the on-line system implementation. Trainings must be approved by the instrument developer to provide training for the on-line version of the instruments.

The intent of the Regional Council is to fund the establishment of a region wide ASQ enterprise system that allows various programs that come in contact with children birth through five to use a common system that also connects to clinical practices electronically in the region. This aspect of program development is considered a pilot that includes a 4-6 month period of planning, training and ongoing evaluation of the process.

It is expected that the ASQ online screening and reporting system will be implemented within the **Healthy Steps** program connected with the care coordination strategy implementation. The location of the **Healthy Steps** program will purchase the ASQ online enterprise license with the funds allocated to this strategy. The remainder of the funds will be used to support ongoing community collaboration and to encourage other programs to participate in using the online ASQ tools. It is expected that after the initial implementation phase, the Enterprise system will be expanded to include other community programs that currently have ASQ licenses or that are expecting to purchase their own license. This is a capacity building and trial implementation to identify successes and challenges in implementing this system in the region.

The Gila Regional Council intends that the trial implementation period of planning and implementation will occur during the first year of the grant period. It is a trial period with the intent to link the Gila Developmental Screening Enterprise system into a centralized ASQ HUB program to allow de-identified data reporting on developmental screening and delays as a result of the trial program.

Description of strategy including Standards of Practice

Effective care coordination begins with recognizing the needs of families and the coordination between health providers and health systems. It is based upon the relationship between the family, the health care providers and the care coordinator. It enhances access to needed services and resources, promotes optimal health and functioning of children, and supports improved quality of life. Data shows that primary care physicians struggle to fulfill the care-coordination needs of children, youth, and families. Care is coordinated and/or integrated across all elements of the complex health care and social services systems (e.g., subspecialty care, hospitals, home health agencies, home visitation services) and the patient's community (e.g., family, schools, childcare, public and private community-based services,). Care coordinators enable medical practices to assure that their patients get the necessary services when and where they need it in a culturally and linguistically appropriate manner.

An important component of care coordination is a child having a medical home. The medical home represents a standard in primary care where children and their families receive the care they need from a family physician, pediatrician or other healthcare professional that they trust. Healthcare professionals in partnership with the family work with appropriate community resources and systems to achieve the child's maximum potential and optimal health. A medical home addresses well-child care, acute care, and chronic care for all children from birth through their transition to adulthood.

Operating Structure

The intent of the care coordination strategy is to:

- 1) Provide care coordination services as funded by First Things First Regional Councils
- 2) Adhere to Healthy Steps - care coordination evidence based models that lead to improved coordination of health services for children 0-5 years of age
- 3) Adhere to the care coordination models that lead to more children 0-5 having a medical home
- 4) Adhere to the Care Coordination and Developmental Screening Standards of Practice that is attached (Attachment A).
- 5) Offer services free of charge to families. Programs implemented under this strategy are offered free of charge to all families who are interested.

Families with young children often face challenges accessing or coordinating needed care. Families in crisis, such as those experiencing homelessness, domestic violence or with chronic health care needs, often need multiple family support and health services. Referrals to such services are often quite haphazard, and families and service providers often struggle to figure out how to “piece together” a disconnected array of health resources. Families and service providers often need advice and assistance in obtaining available services, navigating complex systems and bureaucracies, and coordinating care. It is also necessary to identify and remove barriers that jeopardize care coordination for young children and prevent some families from accessing health care services that are vital to their child’s overall well-being.

In order to address these issues and in collaboration with First Things First’s goal to build on current efforts to collaborate to improve children’s access to quality health care, and build on current efforts to increase the number of health care providers utilizing a medical home model.

First Things First School Readiness Indicators related to this strategy:

FTF is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
- % of families who report they are competent and confident about their ability to support their child’s safety, health and well-being.

First Things First Goal Area to be Addressed:

- Health

Target Population to serve

The Regional Council targets newborns, infants, toddlers, and preschoolers and their families for these strategies. Initial focus will be on reaching 200 families accessing the Healthy Steps well-child care in community clinics and county health department services while concentrating

services to low or lower income families. Priority should be given to reaching children at birth or shortly after birth.

This program will also serve families that participate in the ASQ-3 screening process and follow up will be provided regarding this screening process. Target for Developmental Screening using the online system will be at least 250 children.

Geographic Area

The Gila Regional Partnership Council provides services to the communities of Gila County and the Tribal lands of the Tonto Apache Tribe. The Gila Region does *not* include the portion of the Fort Apache Indian Reservation (lands of the White Mountain Apache Tribe) within Gila County, or the portion of the San Carlos Apache Indian Reservation within Gila County. The implementation plan must include provision of services in the communities of Payson and Globe/Miami. Service provision to other locations in the region is optional.

Coordination and Collaboration

First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service. Grantee must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to participating in regular regional collaboration meetings. Depending upon the strategy, there may be additional statewide meetings, which the Applicant may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Applicants should plan the appropriate staffing and budget to support travel to and attendance at monthly meetings within the regional area or statewide meetings, as appropriate.

Program Specific Data Collection and First Things First Evaluation

Successful Applicants agree to participate in the FTF evaluation and any program specific evaluation or research efforts. Data collection and FTF evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategies described in this RFGA. In addition, ongoing evaluation of the ASQ implementation process should be reported in the narrative reports.

Unit of Service and related Target Service Number Definition:

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population)

proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures Definition:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

Successful Applicants must have capacity to collect and submit FTF data requirements, securely and confidentially store client data, and utilize data to assess progress in achieving desired outcomes of the proposed strategy. Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by FTF to determine the key impacts of the strategies, programs and approaches being implemented.

Grantee will be provided with data reporting requirements by FTF and will meet the requirements of the FTF evaluation including, but not limited to, timely and regular reporting and cooperation with all FTF evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the FTF secure web portal known as PGMS.

(The FTF data reporting requirements for this strategy can be found at <http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97COC408B9F3567C855744398&StrategyId=62>

Grantee is required to collaborate with any FTF external evaluation activities, which means the Grantee must collaborate with external evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment, and demographic information. In addition, Grantee agrees to allow FTF and evaluation consultants of FTF to observe program activities on site and successful applicants must collaborate with FTF led and initiated evaluation activities to encourage parent consent for data collection. (Standards for data security for this strategy are found in Exhibit C.)

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

- The targeted service units is 200 children birth to age five for care coordination and 250 children for the online developmental screening during the year.

For **Care Coordination/Medical Home**, the Unit of Service is:

- **Number of children served**

For **Developmental and Sensory Screening**, the Units of Service are:

- **Number of children screened for developmental delays**
- **Number of children receiving vision screening**
- **Number of children receiving hearing screening**

Performance Measures:

For **Care Coordination/Medical Home**, the performance measures are:

- Number of children served/ proposed service number
- Number of written care plans completed
- Number of families receiving referrals for health insurance enrollment
- Number of referrals for health and human service providers

For **Developmental & Sensory Screening**, the performance measures are:

Number of children screened for developmental delays/ proposed service number

(Note: Hearing and Vision screening are not a requirement of the developmental and sensory screening requirements of this grant. Hearing and vision may be a part of the care coordination program but are not required elements of the Developmental Screening component of this agreement)

For the quarterly narrative reports, the following information should be addressed: Description of the ASQ implementation into the Healthy Steps program should be reported. Challenges and successes in implementation should be addressed as well as solutions found. A separate report on the progress in implementation of the ASQ Enterprise On-line system must be submitted to the Gila Regional Director and the Gila Regional Council six months after the implementation of this agreement.

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>

For more information on the ASQ-3 and ASQ-SE online system please refer to the Brooks Publisher Website at:

<http://www.brookespublishing.com/store/books/squires-asq/proenterprise.htm>

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>

Exhibit B:



FIRST THINGS FIRST

Ready for School. Set for Life.

Standards of Practice

Care Coordination/Medical Home

I. Description of Health Issue

Data shows that primary care physicians struggle to fulfill the care-coordination needs of children, youth, and families. The medical home model represents a standard of primary care where children and their families receive the care they need from a family physician, pediatrician or healthcare professional that they trust. Healthcare professionals in partnership with the family work with appropriate community resources and systems to achieve the child's maximum potential and optimal health. A medical home addresses well-child care, acute care, and chronic care for all children from birth through their transition to adulthood.

A medical home is a building block needed to ensure accessible, patient-centered, and coordinated primary care for children. The medical home model is an approach to providing primary care that is focused on the relationship between the patient and the personal clinician. Championed by the American Academy of Pediatrics, the medical home is broadly defined as primary care that is "accessible, continuous, comprehensive, family-centered, coordinated, compassionate, and culturally effective." A medical home does not refer to an actual physical place but to an approach to providing health care that assures that patients have access to care, that their care is well coordinated, and that they are engaged in their care, patient centered care.

An important component of a medical home is service coordination and case management to provide linkages for children and their families with appropriate services and resources in a coordinated effort to achieve good health. According to the Medical Home Practice-Based Care Coordination Workbook (McAllistar, Presler, Cooley); "It has been suggested that you cannot be a strong medical home without the capacity to link families with a designated care coordinator."

Effective care coordination begins with recognizing the relationship between the family, the health care provider and the care coordinator. It enhances access to needed services and resources, promotes optimal health and functioning of children, and supports improved quality of life.

Care is coordinated and/or integrated across all elements of the complex health care and social services systems (e.g., subspecialty care, hospitals, home health agencies, home visitation services) and the patient's community (e.g., family, schools, childcare, public and private community-based services). Care coordinators will enhance the abilities of the physician and practice to assure that patients get the indicated care when and where they need and want it in a culturally and linguistically appropriate manner.

The non-profit health membership organization, National Quality Forum (NQF), has defined care coordination as a "function that helps ensure that the patient's needs and preferences for health services and information sharing across people, functions, and sites are met over time." In September 2010, NQF endorsed 10 performance measures and 24 preferred practices for care coordination. They can be found at:

http://www.qualityforum.org/projects/care_coordination.aspx

II. Implementation Standards

A. Programs implementing care coordination will:

1. Assure that all program staff has the appropriate experience and education.
2. Provide ongoing training to program staff to assure quality.
3. Assure that all patient and family information is handled in a confidential manner.
4. Assure that appropriate consent is obtained for service delivery.
5. Assure that the intake process assesses the strengths and needs of the child and family by utilizing standardized methods and procedures.
6. Collaborate with local agencies/community partners.

B. Individuals delivering care coordination services will:

1. Assist the practice to identify children with special healthcare needs and establish methods for tracking and follow up of these children.
2. Assist the practice to identify other children potentially in need of care coordination services.
3. Complete an intake assessment, with participation of the family. This assessment (including strengths and weaknesses) should consider medical status, developmental stage of the child and a variety of family protective factors such as parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need and children's healthy social emotional development.
4. Review that intake assessment with the family and identify needs that might be addressed via care coordination.
5. Work with families and health plan, if appropriate, to develop a written plan of care. The intensity of care coordination should vary based upon identified needs/desires of the family.
6. Be able to, as appropriate but not limited to:

- a. Work with the office referral staff to identify service referral needs, ensure completion of referral visits and outcomes of those visits
 - b. Assist the family in following up with referrals
 - c. Educate families on the importance of follow up
 - d. Facilitate access to care (insurance or social services)
 - e. Provide information regarding community resources and linkage to those services
 - f. Promote family independence by working to develop self-care skills
 - g. Lead or facilitate team conferences
 - h. Support care transitions
 - i. Advocate for the family
7. Monitor the status of the care plan, making any necessary adjustments and communicating changes to the family.
 8. Seek out feedback from families on the coordination processes and decisions of the providers serving the child.
 9. Participate in quality/performance measurement processes related to the care coordination/medical home model.

It is recommended that well child visits for children age 0-5 years follow the standards for well child visits based upon Early Periodic Screening Diagnostic and Treatment (EPSDT) guidelines. EPSDT funds well-child visits that provide comprehensive health care through primary prevention, early intervention, diagnosis and medically necessary treatment of physical and behavioral health problems for enrolled AHCCCS members less than 21 years of age. Standardized forms and guidelines for all EPSDT providers can be found at: <http://www.azahcccs.gov/shared/Downloads/MedicalPolicyManual/AppendixB.pdf>

Care Coordinators will NOT be responsible for performing medical procedures or treatments, giving medical advice, writing reports generally prepared by physicians or nurses and performing routine bookkeeping, clerical or billing functions.

III. Training and Qualifications Standards

Qualifications for a Care Coordinator include:

- Minimum of a Bachelor's Degree in health care, social work, nursing or related field and have experience working with children birth through five and their families.
- Have excellent communication and organizational skills that promote efficiency in care coordination.
- Have a comprehensive understanding of community, social and governmental resources available to support families.

IV. Cultural Competencies

Programs will also implement the following best practices and standards related to Cultural Competencies:

- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members and program participants' effective, understandable, and respectful care that is provided in a culturally competent manner. Early childhood practitioners /early childhood service providers should ensure that staff and participants at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.”
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
<http://www.naeyc.org/positionstatements/linguistic>
- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe's/Nation's cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe's/Nation's laws, policies and procedures. The effectiveness of services is directly related to the provider's consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Coordinator, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments.
- It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- The ideal applicant will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff is culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:
 - In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or

related to any early childhood development and health program or activities on the reservation.

- Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities. Such data can include but not be limited to:

- Morbidity and mortality among children members of their communities
- Information regarding child safety and welfare
- Information regarding children in foster care
- Infectious and chronic disease information among members of their communities
- BMI and healthy weight information beginning at age 2 years and each year after that

V. References and Resources

Antonelli, R., Stille, C., and Freeman, L. Enhancing Collaboration Between Primary and Subspecialty Care Providers for Children and Youth With Special Health Care Needs, Georgetown University Center for Child and Human Development, Washington, DC, 2005.

Antonelli, R., McAllister, J.W., and Popp, J. (2009, May). Making Care Coordination a Critical Component of the Pediatric Health System: A Multidisciplinary Framework, The Commonwealth Fund.

Kurt, C., Stange, K.C., Nutting, P.A., Miller, W.L., Jaén, C.R., Crabtree, B.F., Flocke, S.A. and Gill, J.M. (2010). Defining and Measuring the Patient-Centered Medical Home. *J Gen Intern Med.* 2010 June; 25(6): 601–612. Published online 2010 May 14. doi: 10.1007/s11606-010-1291-3.

McAllister, J.W., Cooley, W.C, Presler, E., Medical Home Practice-Based Care Coordination: A workbook. Center for Medical Home Improvement (CMHI), Crotched Mountain Foundation and Rehabilitation Center; Greenfield, New Hampshire.

McCarthy, D., Nuzum, R., Mika, S. et al. (2008). The North Dakota Experience: Achieving High-Performance Health Care Through Rural Innovation and Cooperation. May 15, 2008 | Volume 93.

The Commonwealth Fund. **Contact:** dm@cmwf.org

<http://www.commonwealthfund.org/Publications/Fund-Reports/2008/May/The-North-Dakota-Experience--Achieving-High-Performance-Health-Care-Through-Rural-Innovation-and-Coo.aspx>

National Committee for Quality Assurance (NCQA) in 2011. Patient Centered Medical Home.

Found at: <http://www.ncqa.org/tabid/631/default.aspx>

National Quality Forum standards for Care Coordination; can be found at:

http://www.qualityforum.org/projects/care_coordination.aspx

Exhibit C:



FIRST THINGS FIRST

Ready for School. Set for Life.

Standards of Practice Developmental and Sensory Screening Administration Services

I. Description of Strategy Health Issue

As part of a comprehensive system of services to families, there is a need for additional services to screen and identify children who may have developmental delays or sensory (hearing, vision) problems. Many children who have spent time in a neonatal intensive care unit (NICU), and who may have had health problems when they were born, have a greater risk for developmental delays and require additional screening.

Many children with behavioral or developmental disabilities and sensory deficits miss important opportunities for early detection and intervention due to gaps in screening and availability of services. Delays in language development, other developmental areas or sensory deficits impact a child's ability to be ready for school. Less than 50% of these children are identified as having a problem before they start school and the opportunities for early intervention have been missed. The U.S. Department of Education regulates the early intervention program under Part C of the Individuals with Disabilities Education Act (IDEA). This program provides screening, evaluation and intervention services for infants and toddlers with developmental delays and disabilities and their families. Part C is administered by states that serves infants and toddlers through age 2 with developmental delays or who have diagnosed physical or mental conditions with high probabilities of resulting in developmental delays. However, many children are not Part C eligible initially and have delays that may not be identified.

Developmental screening administrative services funded by FTF are multi-tiered. They include community awareness programs to screen children for developmental delays, identification of children in child care centers with possible delays, and home visitation program staff who have identified children with possible delays. ***Screening for developmental delays or sensory deficits is not diagnostic and should not be represented as definitive.*** Screening leads to a referral for a diagnostic assessment by a child's health care providers to determine if there is an actual delay and to plan for treatment through state agencies (AzEIP, school districts, Children's Rehabilitative Services) or private organizations that provide these specific services.

Screening is comprehensive in that it includes a review of children's development in the cognitive, communication, physical development, sensory deficits, social-emotional and adaptive domains. The results of the screening process can lead to further screening and diagnostic testing and early interventions.

There are a number of avenues that can facilitate basic screening and identification of children with potential developmental delays or sensory deficits:

- Quality First Child Care Health Consultants (CCHC)
- Home visitation programs staffed by nurses or trained staff – referrals to appropriate resources if screening cannot occur during home visit.
- Community based screening including mobile screening vans

Although developmental and sensory screening is merged together, awardees can be selected separately. The intent is to have screening be a more comprehensive effort.

I. Implementation Standards

All developmental or sensory screening administration includes the following standards:

Screening services should include the following:

- Discussion of concerns with parent and obtain parental consent for screening.
- Standard training for anyone who is conducting a screening on how to use screening instruments or equipment.
- Administration of age appropriate developmental screening instrument or age appropriate sensory testing equipment.
- Discussion of results of screening with parents.
- Plan for sequential screening if the child's response indicates follow up rather than a referral (could have been an off day, sick child with marginal results).
- Make appropriate referrals to AzEIP, local schools, health care providers, behavioral health professionals, or other community resources for a diagnostic evaluation if results warrant.
- Follow up with families about the result of the referral process and findings. Determine if they obtained an additional screening and what the next steps are for the child.

Screening Locations:

- While screening can occur in wide variety of settings, screenings that are conducted in environments where families maintain ongoing connections (as part of a medical home or child care centers) are preferred. The administration of screening at such locations will facilitate the follow up process, and ensure that routine screenings occur at recommended intervals.
- Screenings should occur in a quiet, well-lighted, non-distracting environment.

- Screenings optimally should occur in settings that are closely aligned to a child's natural environment (for example: where children typically are such as a home or child care center or other location with which the child has familiarity and is comfortable).

Developmental Screening Administration Standards:

Screening Tools

- Age appropriate and standardized screening tools and equipment should be used. Also, the most reliable and appropriate options for screening should be used to:
 - Ensure that the cognitive and motor skills being assessed appropriately match the age of the child.
 - Ensure that screening tools are comprehensive and assess children in all developmental domains: cognition, communication, physical, social-emotional, and adaptive.
- Developmental assessment instruments must have validity and a .80 reliability level.

Suggested developmental assessment tools for screening children birth-age three

- a. PEDS (Parents Evaluation of Developmental Status): resources found in Appendix
- b. Ages and Stages Questionnaires: link is in reference section, online screening can be considered
- c. Ages and Stages Questionnaire: Social Emotional Scale (this tool needs to be supplemented by another tool to ensure all areas of development are covered)

Conducting Screening

- Parent or guardian consent to screening is required before screening can occur.
- The parent is actively involved in the screening process.
- Screening must occur in the child and family's primary language.
- Screenings should include additional confirmatory information (parent input, observations, etc.).
- A parent or other designated caretaker is present for all screening procedures conducted through home visitation or mobile screening activities.
- Parents receive written feedback from the screening as well as a written referral for additional screening and diagnostic services if necessary.

Sensory Screening Administration Standards

Screening Tools

- Screening instruments should be sensitive enough to identify problems, and specific enough to prevent unacceptable over-referrals.
- Screening tools should be designed to capture and hold a child's interest at an age appropriate level while minimizing distraction from other stimuli.
- Screening tools used must be age appropriate, meeting the cognitive and motor skills required for participation.
- Screening tools should be designed to actively engage a young child, giving the tester the

opportunity to observe and interact with the child during the screening process.

- Screening tools must be free from bias and appropriate to the population on which they are used.

Conducting Screening

Hearing

- Hearing screening should be performed using age appropriate, standardized screening tools, equipment and/or assessments.
- Hearing screenings require a quiet environment with ambient noise levels on average of less than 50 dBSPL. Although the space requirement is minimal, it is important that the hearing screenings be conducted in a room separate from the rest of the screening.
- Audiometers, if used, should be equipped with a full headset (two earphones), while audiometers equipped with only one earphone utilizing a handled method should be avoided.
- Hearing screeners should have additional, child friendly manipulatives available to help elicit results beyond the use of hardware and charts.
- All devices to test hearing shall have periodic testing for accuracy and proper functioning and include any required certificates stating that these standards have been met.

Vision

- Vision screening would be performed using age appropriate, standardized screening tools and/or assessments.
- Vision screenings should be conducted in areas that have minimal distraction, are well lighted, and have space appropriate for the test being used.
- Vision screeners should have additional, child friendly manipulatives available to help elicit results beyond the use of hardware and charts.

II. Training and Qualifications Standards

Conducting developmental screening requires specific education and skills.

- Educational level: minimum of a bachelor's degree or certification in child development, nursing, early childhood education, child and family studies, or closely related field is required.
- All individuals conducting developmental screening will obtain and maintain certification and/ or required training on all of the chosen methods and tools used in screening activities and attend re-certification or additional training courses as required by the tool, the instrument developers, and as it is determined necessary through supervision.
- Personnel, who do not meet the required education level or are newly trained in developmental screening activities, may administer developmental screening under the direct supervision of an individual who does meet the training and qualifications standards until it can be documented that the person conducting screening can do so in a reliable manner. This level of supervision is above and beyond the regular supervision activities required in the First Things First Home Visitation or other Standards of Practice. The supervisor will participate with the home visitor or program specialist in conducting

screenings and review all completed screening instruments until the home visitor or program specialist is able to consistently conduct screening in a reliable manner. This can be documented in staff's personnel file and family files.

- Areas of knowledge and competencies must be demonstrated in:
 - a. Typical and atypical child development
 - b. Routines based interviewing practices (see <http://www.fpg.unc.edu/~inclusion/RBI.pdf>)
 - c. Objective child observation
 - d. Use of appropriate screening tools for young children
- Individuals conducting screening will participate in continuing education to remain current and update skills and knowledge regarding developmental screening procedures and child development to meet the requirements of this scope of work.

Conducting sensory screening requires specific education, equipment and skills.

- Educational level: minimum of a bachelor's degree or certification in hearing or vision screening as well as certification in the use of the equipment used for screening.
- All individuals conducting sensory screening will obtain and maintain certification and/ or required training on all of the chosen equipment and tools used in screening activities and attend re-certification or additional training courses as required and as it is determined necessary through supervision.
- Personnel, who do not meet the required education level or are newly trained in sensory screening activities, may administer screening under the direct supervision of an individual who does meet the training and qualifications standards until it can be documented that the person conducting screening can do so in a reliable manner.
 - a. This level of supervision is above and beyond the regular supervision activities required in the First Things First Home Visitation or other Standards of Practice. The supervisor will participate with the home visitor or program specialist in conducting screenings and review all completed abnormal or marginal screening results given to families.

III. Cultural Competencies

Programs will also implement the following best practices and standards related to Cultural Competencies:

- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members and program participants' effective, understandable, and respectful care that is provided in a culturally competent manner. Early childhood practitioners /early childhood service providers should ensure that staff and participants at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National

Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.”

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

<http://www.naeyc.org/positionstatements/linguistic>

- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe’s/Nation’s cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe’s/Nation’s laws, policies and procedures. The effectiveness of services is directly related to the provider’s consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Coordinator, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments.
- It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- The ideal applicant will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff is culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:
 - In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.
 - Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities. Such data can include but not be limited to:
 - Morbidity and mortality among children members of their communities
 - Information regarding child safety and welfare
 - Information regarding children in foster care
 - Infectious and chronic disease information among members of their communities

- BMI and healthy weight information beginning at age 2 years and each year after that

IV. References and Resources:

Ages and Stages Resources found at: <http://agesandstages.com/>

CDC Developmental Screening guidelines and tools found at:

<http://www.cdc.gov/ncbddd/child/devtool.htm> and

<http://www.cdc.gov/ncbddd/child/improve.htm>

Early developmental screening in early childhood systems: American Academy of Pediatrics and Healthy Child Care America and Child Care and Health Partnership (www.healthychildcare.org) found at: <http://www.healthychildcare.org/pdf/DSECSreport.pdf>

First signs: Autism spectrum disorder resource found at: <http://www.firstsigns.org/>

Meisels, S.J., & Atkins-Burnett, S. (2005) 5th edition. Developmental Screening in Early Childhood: A Guide. download at: <http://www.naeyc.org/store/files/store/TOC/121.pdf>

Exhibit D:

First Things First Target Units of Service Information Care Coordination/Medical Home

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Care Coordination/Medical Home**, the Unit of Service is:

Number of children served

Determining and Interpreting Target Service Numbers

Number of children served should reflect all children proposed to receive services for one grant contract period (in most cases, one year). This number should reflect a total headcount (aggregate) of children to receive services, including current caseload and potential enrollment within the contract period. Please note this may be a **duplicated** count since it is possible for a child to discontinue (disenroll) and re-enroll to receive services during the same grant contract period.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g. providing scholarships).

For **Care Coordination/Medical Home**, the performance measures are:

Number of children served/ proposed service number

Number of written care plans completed

Number of families receiving referrals for health insurance enrollment

Number of referrals for health and human service providers

Exhibit E:

First Things First Target Service Unit Information

Developmental and Sensory Screening

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Developmental and Sensory Screening**, the Units of Service are:

Number of children screened for developmental delays

Number of children receiving vision screening

Number of children receiving hearing screening

Determining and Interpreting Target Service Numbers

Number of children screened for developmental delays should reflect the total number of children receiving screening for developmental delays for one grant contract period (in most cases, one year) and may be a **duplicated** count since one child may receive multiple developmental delay screenings within a contract period.

Number of children receiving vision screening should reflect the total number of children receiving vision screening for one grant contract period (in most cases, one year) and may be a **duplicated** count since one child may receive multiple vision screenings within a contract period.

Number of children receiving hearing screening should reflect the total number of children receiving hearing screening for one grant contract period (in most cases, one year) and may be a **duplicated** count since one child may receive multiple hearing screenings within a contract period.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance

measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g. providing scholarships).

For **Developmental & Sensory Screening**, the performance measures are:

Number of children screened for developmental delays/ proposed service number

Number of children receiving vision screening / proposed service number

Number of children receiving hearing screening / proposed service number

Exhibit F:

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of First Things First is to aid in the creation of a system that offers opportunities and supports for families and communities in the development of all children so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Data Security Guidelines for Data Submission to FTF

The Arizona Early Childhood Development and Health Board (First Thing First - FTF) will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF will establish data reporting requirements for all state and regional grantees. All funded providers will regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grants Management System (PGMS). Subsequent to the award of a FTF contract, the grantee will receive general training on login and navigation within the PGMS system. With this login the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, through agreement between the grantee and FTF, directly through the FTF extranet, rather than a PGMS web-based entry form. These data are likely to contain limited distribution data and must follow the following protocols. Data

structure agreement, Login, ftp, revision request. Grantees that submit data through the FTF extranet must ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF and that throughout the reporting and submission process the data are secured.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF. Confidential data will not be a part of standard data submission requirements. Grantee general orientation and data reporting orientation will identify data requirements as public data, limited distribution data, and/or confidential data.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees must keep all data collected for their program(s) within their system (database) or hardcopies. While FTF data submissions are generally aggregated and contain no individually identifying information, grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPAA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2447

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date:	04/15/2014		
Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Prevention Services
Fiscal Year:	2014	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2013 through June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Collaborative grant partnership services agreement with Cenpatico Behavioral Health of Arizona to provide funding to the Gila County Health & Emergency Services Division for an underage drinking and prescription drug abuse program.

Background Information

This is a new contract between Cenpatico Behavioral Health of Arizona, LLC, Cenpatico of Arizona, Inc., (Cenpatico) and the Gila County Division of Health & Emergency Services (GCDHES). The grant objectives are to develop and implement environmental strategies to: (1) change community norms, perceptions and policies based on local needs and data, (2) address perception of harm, (3) youth talking to parents about alcohol and drugs, (4) reduce underage drinking, and (5) reduce access to prescription drugs and lower abuse of prescription drugs for the youth of Gila County.

Evaluation

This contract will allow Gila County to address underage drinking and prescription drug misuse and abuse. Approval of this grant would provide the beginning of a partnership with Cenpatico to bring behavioral health into Gila County.

Conclusion

This new contract between Cenpatico Behavioral Health of Arizona and Gila County Health & Emergency will provide much needed funding to address an ongoing problem with underage drinking and prescription drug abuse in the County.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Cenpatico Prevention Services Agreement between Cenpatico and GCDHES to address underage drinking and prescription drug abuse in Gila County.

Suggested Motion

Approval of the Prevention Services Agreement between Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc. (collectively referred to as "Cenpatico") and Gila County Division of Health and Emergency Services in the amount of \$23,000 for the period of July 1, 2013, to June 30, 2014, which will be used to hire a part-time community educator to address underage drinking and prescription drug abuse in Gila County.

Attachments

Exhibit K Signature Page

Exhibit E

Exhibit C

Exhibit B

Exhibit A

Boiler plate Signature Page

Cover sheet

Legal Explanation

**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

This **BUSINESS ASSOCIATE AGREEMENT** (*“Exhibit K”*) is entered into on this 1st day of January, 2014, by and between Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc., herein referred to as “Cenpatico” (*“the Covered Entities”*) and Gila County Health Department (*“Business Associate”*).

WHEREAS, pursuant to an agreement dated September 01, 2010, entered into by and between Covered Entities and Business Associate (*“Services Agreement”*), Business Associate provides certain functions, activities, and/or services (collectively, *“Services”*) to Covered Entities;

WHEREAS, in connection with such Services, Covered Entities will make available and/or transfer to Business Associate, or Business Associate will create on behalf of Covered Entities, certain Protected Health Information (as such term is defined at 45 C.F.R. § 164.501) (*“PHI”*); and

WHEREAS, pursuant to the authorities set forth above, Business Associate may use or disclose PHI only in accordance with this Agreement.

NOW, THEREFORE, Covered Entities and Business Associate agree as follows:

Definitions. The Health Insurance Portability and Accountability Act of 1996 (*“HIPAA”*), the Health Information Technology for Economic and Clinical Health Act (*“HITECH”*), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the *“Privacy Rule”*) and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the *“Security Rule”*), and the requirements of the final modifications to the HIPAA Privacy Rule, Security, Rule, et al., issued on January 25, 2013 and effective March 26, 2013, as may be amended from time to time, shall collectively be referred to herein as the *“HIPAA Authorities.”* All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.

Interpretation of Provisions of this Agreement. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entities and Business Associate to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.

Obligations of Business Associate.

Limits on Use and Disclosure. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, by the HIPAA Authorities or as Required by Law. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entities’ obligations under the Privacy Rule, it shall comply with the requirements of the Privacy Rule that apply to the Covered Entities in the performance of such obligations.

Safeguards. Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. More specifically, as also provided for in Section 3.12 below, Business Associate agrees to establish, implement and

CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

maintain appropriate safeguards, and comply with the Security Rule with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Agreement.

Mitigation of Harm. 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 by Business Associate in violation of the requirements of this Agreement or the HIPAA Authorities.

Report of Improper Use or Disclosure. Business Associate agrees to notify Covered Entities, in writing or orally, without unreasonable delay, but in no case more than five (5) calendar days, of any successful Security Incident or Breach of Unsecured PHI (by Business Associate or by a Subcontractor) involving the acquisition, access, use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. As soon as reasonably possible thereafter, in no case more than fourteen (14) calendar days following discovery of the Security Incident or Breach, Business Associate shall provide Covered Entities with a written report which shall include but not be limited to: i) a description of the circumstances under which the Security Incident occurred; ii) the date of the incident and the date that the incident was discovered; iii) a description of the types of PHI involved in the incident; iv) the identification of each Individual whose PHI is known or is reasonably believed by the Business Associate to have been affected; and v) any recommendations that the Business Associate may have, if any, regarding the steps that Individuals may take to protect themselves from harm. To the extent that Covered Entities reasonably determines that such Security Incident constitutes a Breach of Unsecured PHI by Business Associate that necessitates the notification of Individuals by Covered Entities under HITECH, Business Associate agrees that it shall immediately reimburse Covered Entities for the reasonable expenses of such notification process. Business Associate shall cooperate with any investigation (and/or risk assessment) of such incident conducted by Covered Entities in connection with any report made pursuant to this Section.

Subcontractors.

(a) Prior to the date on which any Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate in connection with Business Associate's obligations under the Services Agreement, Business Associate agrees to enter into a written agreement with any Subcontractor ("***Subcontractor Agreement***") to whom Business Associate provides PHI that requires them: (i) to comply with the same HIPAA Authorities that apply to Business Associate under the Agreement; and (ii) to comply with the same restrictions and conditions that apply to Business Associate through this Agreement with respect to such PHI.

(b) Upon Business Associate's knowledge of a material breach of the Subcontractor Agreement by Subcontractor, Business Associate shall immediately notify Covered Entities of such material breach in writing and, at its option (unless otherwise directed by Covered Entities), shall: (i) provide an opportunity for Subcontractor to cure the breach or end the violation and terminate this Agreement if Subcontractor does not cure the breach or end the violation within the cure period identified in the Services Agreement between Covered Entities and Business Associate, or if no cure period is identified in the Services Agreement, as specified by Covered Entities; (ii) immediately terminate this Agreement if Subcontractor has breached a material term of this Agreement and Business Associate (or Covered Entities) deems cure by the Subcontractor not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Covered Entities.

(c) Business Associate agrees to provide Covered Entities with a list of any and all such Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate in connection with Business Associate's obligations under the Service Agreement with Covered Entities within thirty (30) days of such a request.

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Access to Records. At the request of Covered Entities and within five (5) business days of such request and in a reasonable manner designated by Covered Entities, Business Associate shall provide access to PHI in a Designated Record Set to Covered Entities or, as directed by Covered Entities, to an Individual, in a manner compliance with 45 CFR §164.524 and/or other applicable provisions of the HIPAA Authorities.

Amendments to PHI. At the request of Covered Entities, or, as directed by Covered Entities, at the request of an Individual, Business Associate shall make, within five (5) business days of such request and in a reasonable manner designated by Covered Entities, any amendment(s) to PHI in a Designated Record Set to which the Covered Entities has agreed pursuant to 45 CFR §164.526, or shall otherwise assist Covered Entities in complying with Covered Entities' obligations under 45 CFR §164.526.

Availability of Internal Practices, Books and Records. Business Associate shall make its internal practices, books and records available to Covered Entities or the Secretary for purposes of determining Covered Entities' compliance with the HIPAA Authorities, in a time and manner designated by Covered Entities or the Secretary, as applicable. Covered Entities reserves the right to request, and Business Associate shall provide, additional satisfactory assurances that Business Associate is meeting its applicable obligations under the HIPAA Privacy and Security Rules. Such requests may include, but are not limited to; an onsite audit, access to policies and procedures, risk assessment documentation, incident logs or information related to the Business Associate's Subcontractors compliance with their applicable obligations under the HIPAA Privacy and Security Rules.

Accounting of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures (i.e., (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure) as would be required for Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such documentation shall be maintained with regard to all disclosures of PHI, except for those disclosures that are expressly exempted from the documentation requirement under the HIPAA Authorities (see, e.g., 45 CFR §§164.502; 164.508; 164.510; 164.512, etc.). Documentation required to be collected by the Business Associate under this Section shall be retained for a minimum of six (6) years, unless otherwise provided under the HIPAA Authorities. Business Associate shall further provide the information collected pursuant to this Section to Covered Entities or an Individual, within five (5) business days of the applicable request and in a reasonable manner designated by Covered Entities, as necessary to permit Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or other applicable provision of the HIPAA Authorities.

Disclosure of Minimum PHI. Business Associate agrees that it shall request, use and/or disclose only the amount and content of PHI that is the Minimum Necessary for Business Associate to fulfill its obligations under the terms and conditions of this Agreement. Business Associate acknowledges that such Minimum Necessary standard shall apply with respect to uses and disclosures by and among members of Business Associate's workforce as well as by or to third parties as permitted hereunder.

Notification of Claims. Business Associate shall promptly notify Covered Entities upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions ("**Actions**") arising out of or related to this Agreement or PHI, or relating to Business Associate's conduct or status as a business associate for any Covered Entities, regardless of whether Covered Entities and/or Business Associate are named as parties to such Actions.

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Security Rule Requirements. Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entities as required by the Security Rule. Business Associate agrees to report to Covered Entities any use or disclosure of PHI not provided for by this Agreement or the HIPAA Authorities of which it becomes aware, including any Security Incident. Accordingly, as also provided in Section 3.4, Business Associate agrees to report any successful Security Incident of which it becomes aware to Covered Entities immediately, but not later than five (5) calendar days after the Security Incident. All reports required of the Business Associate pursuant to this Section shall be provided as specified in Section 3.4 of this Agreement, including the actions and the mitigation steps, if any, taken by Business Associate in response to the Security Incident(s).

Compliance with HIPAA Authorities. Requirements of the HIPAA Authorities that are made applicable with respect to business associates, or any other provision required to be included in this Agreement pursuant to the HIPAA Authorities, are incorporated into this Agreement by this reference.

Permitted Uses and Disclosures by Business Associate.

Use or Disclosure to Perform Functions, Activities, or Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entities as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule, or the policies and procedures of Covered Entities relating to the "Minimum Necessary Standard," if done by Covered Entities. Any such use or disclosure shall be limited to those reasons and those Individuals as necessary to meet the Business Associate's obligations under the Services Agreement.

Appropriate Uses of PHI. Except as may be otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Confidentiality Assurances and Notification. Except as may be otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which such PHI was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

Data Aggregation Services. As applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entities as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as may be otherwise provided by this Agreement.

Indemnification. Each party (the "***Indemnitor***") shall indemnify and hold harmless the other party (the "***Indemnitee***") against, and reimburse such Indemnitee for, any expense, loss, damages, fees, costs, claims or liabilities of any kind arising out of or related to any Actions asserted or threatened by a third party arising out of or related to the Indemnitor's acts and omissions associated with its obligations under this Agreement or its use or disclosure of PHI or, when the Indemnitor is the Business Associate, the use and disclosure of PHI by a Subcontractor of Business Associate. Such Indemnification shall include, but not be limited to, the payment of all reasonable attorney fees associated with any such Action.

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Obligations of Covered Entities.

Notice of Privacy Practices. Covered Entities shall notify Business Associate of any limitation(s) in Covered Entities' notice of privacy practices, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

Change or Revocation of Permission. Covered Entities shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI. Business Associate shall comply with any such changes or revocations.

Restrictions on Use or Disclosure. Covered Entities shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entities has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI. Business Associate shall comply with any such restrictions. Business Associate shall immediately notify Covered Entities of any request for a restriction on the use or disclosure of an Individual's PHI that Business Associate receives from such Individual.

No Request to Use or Disclose in Impermissible Manner. Except as necessary for the Data Aggregation Services or management and administrative activities of the Business Associate as allowed herein, Covered Entities shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entities.

Term and Termination

Term. This Agreement shall be effective as of the earlier of the date first documented above or the effective date of the Services Agreement, and shall terminate upon termination of the Services Agreement for any reason or as otherwise provided in this Agreement.

Termination with Cause. Upon Covered Entities' knowledge of a material breach by Business Associate, or its Subcontractors, Covered Entities shall, at its option: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the cure period identified in the Services Agreement, or if no cure period is identified in the Services Agreement, as specified by Covered Entities; (ii) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entities deems cure by Business Associate not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Secretary.

Effect of Termination.

Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entities' election), and shall retain no copies of, all PHI in the possession of Business Associate.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entities written notification of the conditions that make return or destruction infeasible. Upon Covered Entities' written approval, which shall not be unreasonably withheld, Business Associate may retain the PHI, but shall extend the protections of this Agreement (including, but not limited to,

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Sections 1 through 5) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Standards for Electronic Transactions. In connection with the Services to be provided to Covered Entities pursuant to this Agreement, Business Associate agrees that if it (or a Subcontractor) conducts an electronic transmission for which the Secretary has established a "standard transaction" under 45 C.F.R. Part 164, Subparts A, C, D and E, as applicable (the "*Electronic Transactions Standards*"), Business Associate (or its Subcontractor) shall comply with the requirements of the Electronic Transactions Standards. Business Associate specifically represents that it has obtained such compliance. Business Associate agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any Subcontractor with which it might contract to): (i) change the definition, data condition, or use of a data element or segment in a standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification; or (iv) change the meaning or intent of the standard's implementation specification(s). Business Associate understands that Covered Entities reserves the right to request an exception from the uses of a standard as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification.

Confidentiality of Business Information.

Business Information. In the event the parties have not agreed to alternative confidentiality language with respect to business information in the Services Agreement or elsewhere, the following provisions will apply. Neither party will disclose to any third party any information related to this Agreement or to the business operations of the other party, or any proprietary information belonging to the other party (collectively, "***Confidential Business Information***") without the prior written consent of the other party, except as may be required under law or this Agreement; provided that a party required by law to disclose Confidential Business Information shall inform the other party in order that the other party may contest such requirement. Each party hereby agrees that all Confidential Business Information communicated to it by the other party, whether oral or written, and whether before or after execution of this Agreement, was and will be received in strict confidence and will be used only for purposes set forth in the Services Agreement. Upon termination of this Agreement, each party shall, upon the request of the providing party, promptly return all such Confidential Business Information to the providing party or, at the providing party's option, shall destroy such Confidential Business Information and certify as to its destruction, except that each party shall be permitted to retain copies of Confidential Business Information as is reasonably necessary for its internal compliance and auditing purposes, provided the terms of this Section 9 shall continue to apply with respect to such retained Confidential Business Information for so long as it is retained. This obligation of confidentiality shall not apply to information i) which was known by the recipient without the obligation of confidentiality prior to its receipt of such information; ii) is or becomes publicly available without breach of this Agreement; or iii) is received from a third party without an obligation of confidentiality and without breach of this Agreement. This paragraph shall not apply to uses and disclosures of PHI, which shall be governed by the remaining provisions of this Agreement.

Response to Subpoena. Business Associate shall be permitted to disclose PHI and Confidential Business Information that Business Associate is required to disclose pursuant to court order, subpoena or other compulsory legal process, provided that prior to making any disclosure thereunder, Business Associate shall provide Covered Entities within five (5) calendar days prior written notice (or as much notice as reasonably practicable under the circumstances) of the intended disclosure, specifying the basis and nature of the same.

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Miscellaneous.

Assignment; Waiver. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party. Except as provided herein, this Agreement shall create no independent rights in any third party or make any third party a beneficiary hereof. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, or of any prior, concurrent, or subsequent breach.

Property Rights. All PHI shall be and remain the exclusive property of Covered Entities. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

Right to Cure. Business Associate agrees that in the event Business Associate fails to cure a breach of this Agreement pursuant to this Agreement, Covered Entities has the right, but not the obligation, to cure the same. Expenses, costs or fines reasonably incurred in connection with Covered Entities' cure of Business Associate's breach(es) shall be borne solely by Business Associate.

Injunctive Relief. Business Associate agrees that breach of the terms and conditions of this Agreement shall cause irreparable harm for which there exists no adequate remedy at law. Covered Entities retains all rights to seek injunctive relief to prevent or stop any breach of the terms of this Agreement, including but not limited to the unauthorized use or disclosure of PHI by Business Associate or any Subcontractor, contractor or third party that received PHI from Business Associate.

Survival; Severability. The respective rights and obligations of Business Associate under this Agreement, including but not limited to Business Associate's indemnification obligations, shall survive the termination of this Agreement. The parties agree that if a court determines that any of the provisions of this Agreement are invalid or unenforceable for any reason, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement.

Entire Agreement; Amendment. This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entities and Business Associate to comply with the requirements of the HIPAA Authorities. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona to the extent that the HIPAA Authorities do not preempt the same.

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10.8 **Notice.** Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

If Covered Entities:	If Business Associate:
Name: Terry Stevens	Name: Michael A. Pastor
Title: President & CEO	Title: Chairman, Board of Supervisors
Company: Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc.	Company: Gila County Health Department
Address: 1501 W. Fountainhead Parkway, Suite 295 Tempe, Arizona 85282	Address: 1400 East Ash Street Globe, Arizona 85501
Phone: 866-495-6738	Phone: 928-402-8813
Email: tstevens@cenpatico.com	Email: phorn@gilacountyaz.gov

10.9 **Independent Contractors.** For purposes of this Agreement, Covered Entities and Business Associate, and Covered Entities and any Subcontractor of Business Associate, are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

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Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

Cenpatico Behavioral Health of Arizona, LLC:

("Covered Entity")

By: 

Name: Terry Stevens

Title: CEO

Date: 3/31/14

Gila County Health Department:

("Business Associate")

By: _____

Name: Michael A. Pastor

Title: Chairman, Board of Supervisors

Date: _____

Tax ID: 86-6000444

By: _____

Name: Bryan Chambers

Title: Deputy Attorney Principal

Date: _____

Cenpatico of Arizona, Inc.:

("Covered Entity")

By: 

Name: Terry Stevens

Title: President & CEO

Date: 3/31/14

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DELIVERABLES SCHEDULE / EXHIBIT E
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ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

REPORT FREQUENCY: WITHIN 24 HOURS, 48 HOURS, WEEKLY, AS REQUESTED, OR AS APPLICABLE

Reference	Deliverable	Due Date & Where To Send
PD-101	Provider Data Demographic Information Form Must use Cenpatico approved form.	Within (2) two business days of any change to demographic information for all practitioners, sites, or facilities. E-mail azdeliverables@cenpatico.com
RF-1005	Incidents, Accidents, and Death Report See PM Form 7.4.1	Within 48 hours of the incident Fax to 866.601.0111
RF-1010	Complaint Resolution Confirmation Response, if applicable.	Within two (2) business days of the request Fax to 866-601-0111
RF-1015	Unexpected material change that could impact the Provider Network including change of address	Within one (1) business day of becoming aware of the change. E-mail: azdeliverables@cenpatico.com
RF-1016	Expected material change that could impact the Provider Network including change of address	At least 75 days prior to the anticipated change that could impact the Provider Network. E-mail: azdeliverables@cenpatico.com
RF-1018	Ad Hoc Reports not listed	Within requested time frame, as specified on the request. E-mail/Fax as Directed
RF-1023	<i>Notification of Direct Care Staff Change</i>	Within 10 days of change of Direct Care Staff E-mail to azdeliverables.com
RF-FN-405	<i>OMB A-133 Audit</i>	As Requested

REPORT FREQUENCY: MONTHLY

Reference	Deliverable	Due Date & Where To Send
EC-304	Prevention Report using Cenpatico format	15th day after month end E-mail: azdeliverables@cenpatico.com

REPORT FREQUENCY: QUARTERLY

Reference	Deliverable	Due Date & Where To Send
ED-101	Year to Date list of employees and contractors that have been checked against the Exclusion Databases, as defined in Exhibit C / Section 3.14 - Excluded Providers.	10th day after quarter end E-mail azdeliverables@cenpatico.com
OI-225	Kognito tracking sheets	15th day after quarter end E-mail azdeliverables@cenpatico.com

REPORT FREQUENCY: ANNUALLY

Reference	Deliverable	Due Date & Where To Send
CD-502	General Liability Insurance, Professional Liability Insurance, Sexual Abuse/Molestation Liability Insurance, Auto Insurance and Workers Comp Insurance with specified limitations	Within 15 days prior to expiration of each policy E-mail: azdeliverables@cenpatico.com
EC-305	Annual Prevention Report for contract year	Submit Notice of Online Submission by August 31st. E-mail: azdeliverables@cenpatico.com

EC-306	Prevention Logic Model using ADHS/DBHS format and entered into ADHS / DBHS designated database.	E-mail: Notice of Online Submission and Logic Model document by April 5th. E-mail: azdeliverables@cenpatico.com
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CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

These Uniform Terms and Conditions apply to the Managed Health Services Subcontractor Agreement between Subcontractor and Cenpatico (collectively referred to herein as the “Parties”). As used herein, the term “Agreement” shall refer to the Managed Health Services Subcontractor Agreement and all Attachments thereto, including this Exhibit C.

ARTICLE I
SUBCONTRACTOR ADMINISTRATION AND OPERATION

- 1.1 Non-Discrimination in Employment.** Subcontractor is required to comply with State Executive Order No. 2009-09, which mandates that Subcontractor will not discriminate against any employee or applicant for employment because of disability, race, age, color, religion, sex or national origin. Subcontractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their disability, race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause. Subcontractor shall also comply with all other applicable federal and State laws, rules and regulations governing employment, including the ADA and Title VI.
- 1.2 Non-Discrimination Based on Health Status.** Subcontractor may not deny, limit, or condition the coverage or furnishing of benefits to Members on the basis of any factor that is related to health status, including, but not limited to the following: medical condition (including mental as well as physical illness); claims experience; receipt of health care; medical history; genetic information; evidence of insurability (including conditions arising out of acts of domestic violence); and mental or physical disability.
- 1.3 Co-location.** In the event Subcontractor seeks to co-locate on the same premises with one or more health providers, Subcontractor is required to enter into a formal written agreement with all entities seeking to co-locate. Subcontractor is required to provide Cenpatico with a copy of the co-located provider agreement within ten (10) business days after execution of the agreement. The agreement is required to address, at a minimum, the methodology to ensure compliance with the following provisions in the Arizona Administrative Code, Title 9, Chapter 20: R9-20-204, Staff Member and Employee Qualifications and Records; R9-20-205, Clinical Supervision; and R9-20-206, Orientation and Training.
- 1.4 Subcontractor Panel Maintenance.** Upon the execution of this Agreement: (i) Subcontractor shall maintain and provide to Cenpatico a list of Direct Care Staff, and shall update Cenpatico within ten (10) days in any change to the list of the Direct Care Staff by written notice, and (ii) Subcontractor shall furnish to Cenpatico the required provider information including, but not limited to, name, State license number, specialty, board status, NPI, and agency/hospital affiliation.
- 1.5 Registration.** Subcontractor is required to be registered with AHCCCS. Subcontractor and all of Subcontractor's eligible Direct Care Staff are required to apply for and maintain Medicare Enrollment and be enrolled as a Medicare Service Provider, unless Cenpatico grants Subcontractor an exception in writing. For the purposes of this provision, a "Medicare Service Provider" means a clinical provider that is a valid Medicare provider type and provides services that could be paid under Medicare. In addition, Subcontractor must obtain a unique NPI and submit all claims with such NPI. NPI numbers must be registered with AHCCCS.
- 1.6 Laboratory Services.** If Subcontractor performs laboratory testing, by signing the Agreement, Subcontractor certifies that it has complied with 42 CFR § 411.361 and has sent to Cenpatico copies of the information

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required by that rule to be sent to CMS. If Subcontractor performs laboratory services, Subcontractor further is required to meet all applicable State and federal requirements related to the provision of laboratory services, including but not limited to (i) have a Clinical Laboratory Improvement Amendment (CLIA) Licensure, CLIA Certificate of Waiver, or Certificate of Registration with a CLIA identification number, and (ii) meet all requirements of 42 CFR § 493, Subpart A. Subcontractors can only provide services that are consistent with their type of CLIA certification. If Subcontractor refers Members to an outside laboratory, Subcontractor must submit appropriate laboratory requisition forms to include all necessary demographic information, including diagnosis and Member's Client Information System (CIS) number. Laboratory services do not require prior authorization. Subcontractor is required to be liable for all laboratory services requested by Subcontractor that are not related to behavioral health diagnoses and are not reimbursable under the Member's medical health plan.

- 1.7 Health Insurance Portability and Accountability Act of 1996.** Subcontractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of the Agreement. Subcontractor warrants that it will cooperate with Cenpatico in the course of performance of the Agreement so that both Cenpatico and Subcontractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer, the Cenpatico Compliance Officer and HIPAA Coordinator, and other compliance officials required by HIPAA and its regulations. Subcontractor will sign any documents that are reasonably necessary to keep Cenpatico and Subcontractor in compliance with HIPAA, including, but not limited to business associate agreements.

If requested by Cenpatico, Subcontractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use, and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Subcontractor agrees to attend or participate in HIPAA training offered by ADHS or Cenpatico, or to provide written verification that Subcontractor has attended or participated in job-related HIPAA training that is: (i) intended to make Subcontractor proficient in HIPAA for purposes of performing the services required and (ii) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator, or Cenpatico Compliance Officer.

Subcontractor further agrees to establish and maintain procedures and controls so that no information contained in its records or obtained from CMS or from others in carrying out the terms of the Agreement shall be used by or disclosed by Subcontractor, its agents, officers, or employees except as provided in said section 1106 of the Social Security Act and regulations prescribed thereunder.

- 1.8 Credentialing and Re-credentialing Criteria.** Subcontractor is required to comply with the processes for credentialing, re-credentialing, and/or training contained in the ADHS/DBHS Provider Manual-Cenpatico Edition.

1.9 Subcontractor's Representations and Warranties.

- a. **General Representations and Warranties.** Subcontractor represents and warrants that currently, and for the duration of the Agreement:
- 1) Subcontractor is and will remain in compliance with all applicable federal, State, and local laws and regulations (including but not limited to: Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, and those governing participation in the Medicare Advantage

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program (as applicable); applicable provisions of Federal criminal law; the False Claims Act (31 U.S.C. 3729 et. seq.); Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Rehabilitation Act of 1973; the federal health care program anti-kickback statute; and Medicare laws, regulations, and CMS instructions(as applicable));

- 2) The Subcontractor, as a condition for receiving payments and pursuant to the Deficit Reduction Act of 2005 (DRA), will establish and maintain written policies, provide education, and train employees about the following: Federal False Claims Act, 31 U.S.C. §§ 3729-3733 provisions; the administrative remedies for false claims and statements; any State laws relating to civil or criminal penalties for false claims and statements; and the whistleblower protections under such laws. All trainings must be conducted in such a manner that verification can be conducted by Cenpatico at any time;
- 3) Subcontractor is and will comply with all laws regarding tax obligations, safety, unemployment insurance, disability insurance and worker's compensation insurance;
- 4) Subcontractor will perform its duties in accordance with all applicable federal, State and local licensing requirements, as well as applicable federal, State and local standards of professional ethics and practice;
- 5) Subcontractor has and will maintain written policies that are implemented and enforced, that describe the duties of all persons or entities that Subcontractor employs or otherwise engages the services of for the provision of Covered Services to Members, and that are in accordance with statutory and/or regulatory requirements for licensure, delegation, supervision and collaboration, as appropriate; and
- 6) to the extent that Subcontractor executes a contract with any other person or entity that in any way relates to Subcontractor's representations and warranties under this section, Subcontractor shall require that such other person or entity to provide these same representations and warranties.

- b. **Level I Provider Representation and Warranty.** Any Subcontractor that is a Level I provider represents and warrants that Subcontractor is, and will remain for the duration of the Agreement, accredited by an appropriate accrediting body acceptable to Cenpatico.
- c. **Notice Requirement.** In the event that, at any time, any of the above representations or warranties become untrue because of a material change in status of Subcontractor, Subcontractor is required to notify Cenpatico within ten (10) days of the date Subcontractor receives notice of the same. Without limiting the generality of the foregoing, Subcontractor is also required to notify Cenpatico of the following: (i) any situation which develops involving Subcontractor when notice of that situation must be given to any regulatory body with authority over Subcontractor; or (ii) when a change in Subcontractor's license to operate is affected, or may reasonably be affected, as a result of any investigation conducted, or complaint filed, by the official body with regulatory authority over Subcontractor.

1.10 Adherence to Supervision Requirements. Subcontractor is required to follow good clinical supervision practices and make available adequate resources for supervision, as defined by ADHS/DBHS Provider Manual-Cenpatico Edition and State and federal laws (including, when applicable, Medicare laws, regulations, and CMS instructions).

1.11 Staffing Requirements. Subcontractor is required to have organizational, management, and administrative systems capable of meeting all Agreement requirements with clearly defined lines of responsibility, authority, communication, and coordination within and between departments, units, or functional areas of

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operation. Subcontractor shall not employ any individual or entity that has been debarred, suspended, or otherwise lawfully prohibited from participating in any procurement activity, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 (43 CFR § 438 610(a) and (b); 42 CFR § 1001.1901(b); 42 CFR § 1003.102(a)(2)). Subcontractor is required to employ sufficient staffing and utilize appropriate resources to comply with the Agreement. Subcontractor's resource allocation must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with the Agreement requirements, including the requirement for providing culturally competent services. If Subcontractor does not achieve the desired outcomes or maintain compliance with the Agreement, Cenpatico may exercise its right to remedies under the Agreement. Subcontractor is required to participate in face-to-face meetings with Cenpatico for purposes of assessing Subcontractor compliance. Subcontractor is required to require all staff to have the training, education, experience, orientation, and credentialing, as applicable to perform assigned job duties.

1.12 Required Disclosures.

- a. Subcontractor is required to provide Cenpatico with written notice within one (1) business day from the date Subcontractor first receives notice, whether written or oral, of any of the events indicated below. Upon request, Subcontractor will provide Cenpatico with additional documentation or information regarding any such event:
 - 1) Subcontractor becomes aware of an action to suspend, condition, revoke, terminate, or subject to terms of probation or other restriction, Subcontractor's license, certification, or accreditation relevant to the provision of Covered Services, including, but not limited to, Subcontractor's federal and/or State drug license;
 - 2) Subcontractor voluntarily surrenders or terminates any of Subcontractor's licenses, certifications, accreditations, or privileges in anticipation of an action described in the Agreement;
 - 3) Subcontractor is convicted of a fraud or felony or is suspended, debarred, excluded from participation in a federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), excluded from participation in Medicare under sections 1128 or 1128A of the Act, or Subcontractor employs or contracts with an excluded individual or entity for the provision of health care, utilization review, medical social work, or administrative services;
 - 4) An act of nature or any event beyond Subcontractor's control occurs that substantially interrupts all or a portion of Subcontractor's business or practice, or that has a materially adverse effect on Subcontractor's ability to perform its or his/her obligations hereunder;
 - 5) Subcontractor fails to maintain the insurance coverage required under the Agreement;
 - 6) Any malpractice claim, lawsuit, judgment, or settlement in which Subcontractor is a named defendant;
 - 7) There is a change in Subcontractor's business address, tax identification number, AHCCCS registration, or scope of services, or Subcontractor experiences a merger, reorganization, or change in ownership or control;
 - 8) Subcontractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred. If so, Subcontractor is required to report the incident immediately by completing the confidential AHCCCS Referral for Preliminary Investigation form to AHCCCS, Office of the Director, Office of Program Integrity, and the ADHS Fraud and Abuse Unit. Incidents involving suspected

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Behavioral Health Member eligibility fraud should be reported to AHCCCS, Office of Program Integrity, Attn: Behavioral Health Member Fraud Unit;

- 9) Subcontractor becomes aware that Subcontractor or any director, officer, employee, or volunteer of Subcontractor is charged with a crime involving fraud, dishonesty, or abuse; or
 - 10) Any situation that arises that could reasonably be expected to affect Subcontractor's ability to carry out its obligations under the Agreement.
- b. Subcontractor shall not end a program or service, close a facility, or relocate a facility outside of the current zip code without first notifying Cenpatico of the anticipated change in writing. Subcontractor is required to provide Cenpatico at least ninety (90) days' notice prior to the anticipated effective date of the expected changes to allow Cenpatico time to review the requested change and renegotiate contract requirements when applicable. Subcontractor is required to provide notice within one day of any unexpected change. Ending a program or service, closing a facility, or relocating a facility outside of the current zip code without the written consent and prior approval of Cenpatico constitutes a material breach of the contract.

1.13 Quality Management, Medical Management, and Improvement. Subcontractor is required to comply with ADHS/DBHS and Cenpatico's quality management and medical management programs and with applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition, the ADHS/DBHS Bureau of Quality Management Operations Specification Manual, the ADHS/DBHS Utilization Management/Medical Management (UM/MM) Plan and Work Plan, the ADHS/DBHS Quality Management (QM) Plan and Work Plan, the ADHS/DBHS Policies and Procedures Manual, and the AHCCCS Medical Policy Manual, as well as with 42 CFR Parts 441 and 456 and all applicable federal and AHCCCS quality management requirements. Cenpatico will actively monitor Subcontractor's compliance with this provision, and Cenpatico shall impose corrective actions on Subcontractor if Subcontractor does not show demonstrable and sustained improvement toward meeting ADHS-established or ADHS-approved minimum performance standards. Subcontractor is required to meet the ADHS/DBHS Minimum Performance Standards (MPS) and Goals for services delivered to Title XIX/XXI Adult and Child Members as set forth in Exhibit A. Cenpatico may impose corrective action, financial sanctions, notice to cure, or other remedies on Subcontractor if: (i) Subcontractor does not achieve and sustain the minimum performance standards for any indicator; (ii) Subcontractor's performance for any indicator declines to a level below the ADHS-established or approved minimum performance standard; or (iii) there is a statistically significant drop in Subcontractor's performance on any indicator without a justifiable explanation. Subcontractor shall, participate in, cooperate with, and where applicable, implement, ADHS quality improvement activities. Subcontractor is required to follow a FOCUS - PDSA (Plan Do Study Act) model of continuous quality improvement to identify and resolve systems issues.

1.14 Trending of Incidents, Accidents, and Deaths Report. Subcontractor is required to report incidents, accidents, and deaths in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition.

1.15 Marketing Restrictions

- a. Subcontractor shall not use for marketing:
- 1) Incentive items except for use in connection with outreach activities, subject to Cenpatico's prior approval;
 - 2) Solicitation of any individual face-to-face, door-to-door, or over the telephone;
 - 3) Provision of promotional materials, incentives, or any other activity to influence enrollment in

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conjunction with the sale or offering of any private insurance;

- 4) Television advertising;
- 5) Direct mail advertising;
- 6) Marketing of non-covered services;
- 7) Utilization of the word “free” in reference to Covered Services;
- 8) Listing of providers in marketing and open enrollment materials who do not have signed agreements with Cenpatico;
- 9) Use of the Cenpatico, ADHS or AHCCCS logo unless approved by Cenpatico;
- 10) Inaccurate, misleading, confusing, or negative information about Cenpatico, AHCCCS, and ADHS, and any information that may defraud Members or the public; and
- 11) Discriminatory marketing practices prohibited by law.

- b. Subcontractor is required to review and revise all outreach and marketing materials on an annual basis to reflect current practices.

1.16 Advertising, Publishing, and Promotion of Agreement. Subcontractor shall not use, advertise, or promote information for commercial benefit concerning the Agreement without the prior written approval of Cenpatico.

1.17 Mergers, Reorganization, Changes in Ownership or Control, and Other Disclosures

- a. **Prior Approval.** Subcontractor is required to obtain prior approval of Cenpatico and sign a written amendment to the Agreement for any merger, reorganization, or change in ownership of Subcontractor. Subcontractor is required to submit a detailed merger, reorganization, and/or transition plan to Cenpatico for review and include strategies to ensure uninterrupted services to Members eligible to receive services, ensure that services are not diminished, and that major components of Subcontractor’s organization and programs relevant to the Agreement are not adversely affected by the merger, reorganization, or change in ownership.
- b. **Disclosure of Ownership and Control** [42 CFR 455.104]. The Subcontractor must provide the following information to Cenpatico upon request and at any of the following times: upon the Subcontractor executing this Agreement with Cenpatico; upon renewal or extension of this Agreement; or within 35 days after any change in ownership of the Subcontractor:
 - 1) The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor (the address for corporate entities must include as applicable primary business address every business location, and P.O. Box address); the date of birth and Social Security Numbers of any person with an ownership or control interest in the subcontractor; and the tax identification number of any corporation with an ownership or control interest in the Subcontractor.
 - 2) Whether any person (individual or corporation) with an ownership or control interest in the Subcontractor is related to another person with ownership or control interest in the Subcontractor as a spouse, parent, child, or sibling; or whether any person (individual or corporation) with an ownership or control interest in any subcontractor of the Subcontractor has a 5% or more interest is related to another person with ownership or control interest in the Subcontractor as a spouse,

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parent, child, or sibling;

- 3) The name of any other disclosing entity as defined in 42 CFR 455.101 in which an owner of the Subcontractor has an ownership or control interest; and
 - 4) The name, address, date of birth and Social Security Number of any managing employee of the Subcontractor as defined in 42 CFR 455.101.
- c. **Disclosure of Information on Persons Convicted of Crimes** [42 CFR 455.101, 106, and 436]. The Subcontractor must identify all persons associated with the Subcontractor and its fiscal agents who have an ownership or control interest or managing employee interest and determine if they have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program. The Subcontractor shall, on a monthly basis, confirm the identity and determine the exclusion status through routine checks of: The List of Excluded Individuals (LEIE); the System for Award Management (SAM) formerly known as The Excluded Parties List (EPLS); and any other databases directed by AHCCCS or CMS. The Subcontractor must immediately notify AHCCCS, DBHS, and Cenpatico of any person who has been excluded through these checks. The results of the *Disclosure of Information on Persons Convicted of Crimes* shall be held by the Subcontractor. Upon request, the Subcontractor shall provide AHCCCS, DBHS, and/or Cenpatico with the above-listed information. On an annual basis, the Subcontractor shall submit to the Cenpatico Disclosure of Information of Persons Convicted of a Crime form (included in the ADHS/DBHS Provider Manual- Cenpatico Edition), attesting that the above-listed information has been requested and obtained. Refer to Attachment E Chart of Deliverables for further information.
- d. **Disclosure of Information Related to Business Transactions** [42 CFR 455.105]. The Subcontractor is required to furnish to Cenpatico, ADHS, AHCCCS, and CMS within thirty-five (35) days of receiving a request, full and complete information, pertaining to the following business transactions:
- 1) The ownership of any subcontractor with whom the Subcontractor has had business transactions totaling more than \$25,000 during the twelve (12) month period ending on the date of such request; and
 - 2) Any significant business transactions between the Subcontractor and wholly owned supplier, or between the Subcontractor and their subcontractor during the 5-year period ending on the date of such request.

1.18 Notification of Service Level Changes.

- a. Subcontractor is required to notify and obtain written approval from Cenpatico before making any material changes in the size, scope, or configuration of Subcontractor's services.
- b. Subcontractor is required to notify Cenpatico in writing within one (1) day of knowledge of or anticipation of any unexpected material change or deficiency; any material change to Subcontractor's license, certification or registration; or any condition which terminates, suspends or limits Subcontractor from effectively participating in the network, including the necessity for transition of Members to a different provider. The notice is required to include information on:
 - 1) How the change, deficiency, or condition affects service delivery;
 - 2) Subcontractor's plan to minimize disruption to Member care, service delivery, and for consultation with Member treatment teams to discuss the available alternative service delivery options and to revise treatment plans to address changes in services or service providers;

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- 3) The number of Title XIX/XXI and Non-Title XIX/XXI Members affected by the change, deficiency or condition in each program category; and
- 4) Subcontractor's plan to communicate the change, deficiency, or condition to Members and stakeholders.
- c. Upon Cenpatico's request, submit a written plan to transition Members affected by the change, deficiency, or condition to a different provider and to address a network change, deficiency, or condition to restore the network to full capacity.
- d. Subcontractor is required to document all activities for each Member transitioned to a different provider. Documentation is required to include: Name, Title XIX/XXI eligibility status, SMI eligibility status, date of birth, program category, description of all services the Member receives or will receive, the name of the new provider, date and method of Member notification, service disruption or termination found or resulting from the transition, the date of first appointment, and re-engagement activities provided to Members who miss their first appointment with the new provider.
- e. Subcontractor is required to fully cooperate with Cenpatico to effectively transition Members to a new provider, track and document all engagement and coordination activities, provide copies of clinical records to new providers, and provide timely responses to Cenpatico's request for information or updates.

1.19 Anti-Kickback Certification of Compliance. By signing the Agreement, Subcontractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation therefrom. Except for payment for Subcontractor's performance under the terms of the Agreement, Subcontractor or any director, officer, agent, employee or volunteer of Subcontractor shall not request or receive any payment or other thing of value either directly or indirectly, from or for the account of Cenpatico or Subcontractor as consideration for or to induce either Cenpatico or Subcontractor to enter into a contract, or for any referrals of enrolled persons to Subcontractor for the provision of Covered Services.

1.20 Pandemic Declaration. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under the Agreement impossible or impracticable, Cenpatico shall have the following rights:

- a. After the official declaration of a pandemic, Cenpatico may temporarily void the Agreement in whole or specific sections, if Subcontractor cannot perform to the standards agreed upon in the initial terms;
- b. Cenpatico shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code;
- c. Once the pandemic is officially declared over and/or Subcontractor can demonstrate the ability to perform, Cenpatico, at its sole discretion, may reinstate the temporarily voided Agreement.

1.21 Declaration of Emergency. Upon a declaration by the Governor that an emergency situation exists in the delivery of behavioral or other health service delivery system that without intervention by government agencies, threatens the health, safety, or welfare of the public, Cenpatico can undertake actions to negotiate an agreement with an alternative entity to provide services. Cenpatico shall immediately notify the affected Subcontractor of its intention.

1.22 Conflict of Interest. Subcontractor shall not undertake any work that represents a potential or existing conflict of interest regarding the performance of the Agreement, or which is not in the best interest of

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Cenpatico, ADHS/DBHS, or the State without prior written approval by Cenpatico. Subcontractor is required to fully and completely disclose to Cenpatico a potential or existing conflict of interest. If Subcontractor discovers a conflict of interest and does not immediately notify Cenpatico and discontinue any related activities or relationships, Cenpatico may consider Subcontractor to be in breach of the Agreement. If, as a result of a conflict of interest, Cenpatico or ADHS incurs a financial loss to a State or federal program or Subcontractor realizes an inappropriate financial gain to its organization, an employee, or subcontractor, such loss or gain shall be considered an overpayment subject to recoupment by Cenpatico. In addition to exercising its remedies under the Agreement, Cenpatico may refer Subcontractor's conflict of interest activities to ADHS/DBHS and/or the appropriate law enforcement agency as suspected fraud or program abuse.

- 1.23 Medicare Modernization Act Requirements.** Subcontractor is required to comply with the Medicare Modernization Act of 2003 (MMA) for Medicare Part D, prescription drug benefit.
- 1.24 Social Networking and Broadcast Activities.** Subcontractor shall adhere to the requirements for Social Networking and Broadcast activities as described in ACOM Policy 425 as well as any Cenpatico social networking policy. Cenpatico will monitor Subcontractor's compliance with this requirement, and Subcontractor must cooperate with Cenpatico and provide all information requested by Cenpatico in carrying out this monitoring.
- 1.25 Ownership of Work Product.** Any and all intellectual property, including but not limited to Deliverables, copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of the Agreement (Work Product) shall be work made for hire and the State shall be considered the creator of such Work Product. ADHS/DBHS shall own (for and on behalf of the State) the entire right, title, and interest to the Work Product throughout the world. Subcontractor shall notify Cenpatico, within twenty (20) days, of the creation of any Work Product by it. Subcontractor agrees to execute any and all document(s) necessary to assure ownership of the Work Product vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Work Product in any entity other than the State. The Work Product shall not be disclosed by Subcontractor to any entity other than Cenpatico or the State without Cenpatico's express written authorization.
- 1.26 Offshore Performance of Work Prohibited.** Any services described in the Agreement that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in this Agreement, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

ARTICLE II
SUBCONTRACTOR'S SERVICE PROVISION OBLIGATIONS

- 2.1 Provision of Covered Services.** Subcontractor agrees to provide, or arrange for the provision of, the Covered Services described in the Agreement (including Exhibit A and all other exhibits) to Members. In providing Covered Services, Subcontractor agrees to comply with ADHS/DBHS's definition of medically necessary services. If Subcontractor is Direct Care Staff, it agrees to operate only within the scope of its professional practice and training. The population of Members to be served by Subcontractor, and Subcontractor's Member capacity, shall be as provided in Exhibit A, "Scope of Work." The amount, duration and scope of Covered Services to be provided by Subcontractor pursuant to the Agreement shall also be as provided in

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Exhibit A, "Scope of Work." Subcontractor is required to provide Covered Services in accordance with all generally accepted clinical, legal and ethical standards governing Subcontractor and within the standards of practice for quality care generally recognized within the health community in which Subcontractor is located. Subcontractor acknowledges and agrees that services provided to Members which do not constitute Covered Services or which are provided in a manner inconsistent with the Agreement or the ADHS/DBHS Provider Manual-Cenpatico Edition, shall not be eligible for payment under the Agreement. Subcontractor is required to ensure that Covered Services are available to all Members, as needed, to ensure the safety and well-being of all Members under Subcontractor's care twenty-four (24) hours per day, seven (7) days per week. Subcontractor is required to ensure the availability of Professionals to provide telephonic assistance to Members during non-business hours. This availability should be delivered by Subcontractor and be in addition to the crisis services offered by Cenpatico or its designee.

- 2.2 Acceptance of New or Existing Members.** Subcontractor is required to accept any new Member who is eligible to be enrolled or any Member enrolled with Cenpatico. AHCCCS is responsible for enrollment, re-enrollment and disenrollment of Medicaid eligible members and non-Medicaid eligible members. Members have open access and can self-refer to any Participating Health Care Subcontractor contracted to provide intake services. Subcontractor may provide factual information, but Subcontractor is prohibited from recommending or influencing a Member's selection of a provider. When a Member requests to access Covered Services, there shall be no wrong door. Cenpatico and Subcontractor are required to respond when a Member requests Covered Services and follow through to ensure the Member receives appropriate services. Subcontractor is required to assist any Member with obtaining Covered Services for which the Member is eligible, from the Participating Health Care Subcontractors best-suited to deliver effective services to Member. Subcontractor is required to not arbitrarily or prematurely deny, suspend, or terminate services to a Member without Cenpatico's prior approval.
- 2.3 Subcontractor Serves as Agent of the State and A.R.S. §1-502.** Subcontractor understands Subcontractor provides services as an agent of the State; and as such, is required to ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. Subcontractor understands that Cenpatico or the State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure Subcontractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this agreement
- 2.4 Determination of Member Eligibility.** Subcontractor is required to determine, in accordance with the procedures specified in the ADHS/DBHS Provider Manual-Cenpatico Edition, whether a person seeking Covered Services is a Member eligible for such services. If Cenpatico subsequently determines that such person was not eligible at the time the services were rendered, Cenpatico shall not be responsible for payment of such services.
- 2.5 Referrals.** Subcontractor is required to comply with all applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition for the making and acceptance of referrals for Covered Services. Subcontractor is required to accept all Member referrals made by Cenpatico. Subcontractor is required to make referrals of Members for Covered Services only to other Participating Health Care Subcontractors, except: (i) as the need for Emergency Services may require; (ii) where Cenpatico specifically authorizes the referral; or (iii) as otherwise required by law or by the ADHS/DBHS Provider Manual-Cenpatico Edition. If Subcontractor delivers Covered Services upon referral, Subcontractor is required to make a report, in accordance with the requirements of the ADHS/DBHS Provider Manual-Cenpatico Edition, to the Member's PCP.
- 2.6 Emergency Services.** In a health emergency, Subcontractor is required to verify eligibility for Covered

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Services in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition and with federal, State, and local laws relating to the provision of Emergency Services, provided that nothing in this provision shall be deemed to require Subcontractor to violate federal or State law regarding the provision of Emergency Services. Subcontractor is required to notify Cenpatico within twenty-four (24) hours or by the next business day of rendering or learning of the rendering of Emergency Services to a Member.

- 2.7 Special Assistance for Persons with Serious Mental Illness.** Subcontractor is required to notify Cenpatico, the ADHS/DBHS Office of Human Rights, and the appropriate Human Rights Committee of all individuals deemed to be in need of special assistance in accordance with the ADHS/DBHS Provider Manual - Cenpatico Edition. Subcontractor is required to also ensure that its staff has the necessary skill and knowledge to identify and refer all persons in need of special assistance.
- 2.8 Age of Majority.** Subcontractor is required to ensure that Members reaching the age of majority are provided continuity of care without service disruptions or mandatory changes in service providers. Subcontractor is required to also allow enrolled children and enrolled parents to receive services from the same provider, if requested.
- 2.9 Cultural and Linguistic Needs.** Subcontractor is required to conduct an assessment of the service area's cultural and linguistic needs, and deliver culturally appropriate services in conformance with ADHS/DBHS Cultural Competency Plan and Cenpatico's Cultural Competency Plan.
- 2.10 Discharge Planning.** Subcontractor, in conjunction with Cenpatico's utilization management staff, as appropriate, and in compliance with the ADHS/DBHS Provider Manual-Cenpatico Edition, will utilize a system for the coordinated discharge planning of Members, including the planning of such continuing care as may be necessary. Subcontractor is required to also comply with the applicable discharge planning requirements outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 2.11 Preferred Drug List/Drug Formulary.** Subcontractor is required to abide by Cenpatico's formulary, medication lists, or preferred drug lists as applicable when prescribing medications for Members in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor is required to adhere to the requirements of the AHCCCS/ADHS Psychotropic Medication Initiative in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 2.12 Direction of Care.** Subcontractor will be responsible for directing its provision of Covered Services to a Member. Subcontractor understands that Cenpatico's determinations, if any, to deny payments for services which Cenpatico does not deem to constitute Covered Services, or which were not provided in accordance with the policies and procedures set forth in the Agreement (and all Attachments) and the ADHS/DBHS Provider Manual-Cenpatico Edition, are administrative decisions only, and that such a denial shall not absolve Subcontractor of its responsibility to exercise its independent judgment in the provision of appropriate Covered Services to Members
- 2.13 Utilization Management.** Subcontractor is required to conduct utilization management activities in compliance with Cenpatico's utilization management plan, the ADHS/DBHS Provider Manual-Cenpatico Edition, Chapter 1000 of the AHCCCS Medical Policy Manual, the ADHS/DBHS Quality Management Utilization Management Plan, the ADHS/DBHS Policies and Procedures Manual, and federal and State laws and regulations. Cenpatico shall actively monitor Subcontractor's compliance with this provision.
- 2.14 Prior Authorization.** Subcontractor will comply with ADHS/DBHS and Cenpatico's prior authorization policies, procedures, protocols, and requirements, including, but not limited to, the prior authorization processes outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition. Cenpatico will not require Prior Authorization for most services. Cenpatico shall not require Prior Authorization for Emergency Services,

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although Cenpatico may conduct a retrospective review of such services after the Member's immediate needs have been met.

- 2.15 Licensed Hospital (formerly Level I), Behavioral Health Hospital Facility (formerly Level I Sub-Acute), Behavioral Health Inpatient Facility (formerly Level I RTC), Behavioral Health Residential Facility (formerly Level II and III), Behavioral Health Supportive Home (formerly Adult TFC), and HCTC Authorization Requirements.** Any Licensed Hospital, Behavioral Health Hospital Facility, Behavioral Health Inpatient Facility, Behavioral Health Residential Facility, or HCTC service requires prior authorization, unless authorization requirements are specifically waived in Exhibit B. Licensed Hospital, Behavioral Health Hospital Facility, Behavioral Health Inpatient Facility, Behavioral Health Residential Facility, and HCTC services not authorized in advance may be denied for no authorization. Emergency admissions to Level I Psychiatric facilities will be retrospectively reviewed and approved based on medical necessity criteria. Service authorizations shall not be a guarantee of payment to Subcontractor.
- 2.16 Compliance With Inpatient Quality Management and Utilization Control Procedures.** Any Subcontractor who is a Licensed Hospital (formerly Level I), or Behavioral Health Hospital Facility (formerly Level I Sub-Acute), or Behavioral Health Inpatient Facility (formerly Level I RTC) provider is required to comply with ADHS/DBHS's and Cenpatico's quality management and medical management programs in conformance with 42 CFR, Parts 441 and 456 (as applicable), and the AHCCCS Medical and Policy Manual.
- 2.17 Behavioral Health Residential Facility Providers Serving Juveniles.** Any Subcontractor who is a Behavioral Health Residential Facility provider serving juveniles is required to comply with all relevant provisions in A.R.S. § 36-1201.
- 2.18 Advance Directives.** Subcontractor is required to comply with the applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition with respect to Advance Directives. Subcontractor is required to provide written information regarding Advance Directives to adult Members at the time a service is first delivered and periodically thereafter of the right to execute an Advance Directive. When an adult Member is incapacitated or unable to receive or understand information, Subcontractor must provide written information regarding Advance Directives to the adult Member's family member, designated representative, or personal representative. The information shall include: a Member's rights regarding Advance Directives under Arizona law, including a description of the applicable law; policies and procedures governing the implementation of those rights; and the Member's right to file a complaint. Subcontractor is required to provide the Member with a clear and precise written statement if Subcontractor cannot implement an Advance Directive as a matter of conscience. This statement, at a minimum should: clarify institution-wide objections and those of individual physicians, identify Arizona legal authority permitting the objection, and describe the range of medical conditions or procedures affected by the objection. Subcontractor must assist adult Members that express an interest in developing and executing an Advance Directive. Subcontractor is required to also do the following: document in the adult Member's medical record that the information described above was provided and whether an Advance Directive was executed; not make provision of services conditional upon execution of an Advance Directive; not discriminate against an adult Member because of a decision to execute or not execute an Advance Directive; provide a copy of an adult Member's executed Advance Directive, or documentation of refusal, to the Member and the Member's PCP for inclusion in the adult Member's medical record maintained by the PCP; and maintain a copy of the adult Member's Advance Directives or documentation of refusal to sign an Advance Directive in a prominent part of the adult Member's behavioral health medical record.
- 2.19 Contact with PCPs.** Subcontractor is required to identify when a Member does not have a PCP and encourage and assist the Member to engage in primary care. Subcontractor is required to, within a

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reasonable time (which in any event will not exceed one (1) week) following consultation with, or testing of, a Member, make a complete written report to the Member's PCP, provided that, with respect to findings which may indicate a need for immediate or urgent follow-up treatment or testing or which may indicate a need for further or follow-up care outside the scope of the referral authorization or outside the scope of Subcontractor's area of expertise, the Subcontractor is required to provide an oral report to the Member's PCP within twenty-four (24) hours of Subcontractor's consultation or Subcontractor's receipt of the report of the testing, as applicable. Subcontractor is required to demonstrate reasonable effort to maintain routine contact with AHCCCS Health Plan PCPs as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition, and ensure that any information-sharing between Subcontractor and PCP is conducted in accordance with applicable regulations concerning confidentiality and sharing of health information. Cenpatico shall monitor Subcontractor's compliance with this requirement.

- 2.20 Member Communications.** Subcontractor is required to freely communicate with Members about their treatment, regardless of benefit coverage limitations. Nothing in the Agreement shall be deemed or construed to restrict or inhibit Subcontractor in any way from communicating freely with or advocating for Members regarding: (i) the Member's health status, medical care, and treatment options, including any alternate treatment that may be self-administered; (ii) any information the Member needs in order to decide among all relevant treatment options; (iii) the risks, benefits, and consequences of treatment or non-treatment; and (iv) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. Subcontractor shall document in the Member's medical record all communications related to these topics.
- 2.21 Member Rights and Responsibilities.** Subcontractor is required to fully inform Members and their family members about their rights and responsibilities and how to exercise them, as defined in the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor is required to comply with any applicable federal and State requirements that relate to Member rights and take those rights into account when delivering Covered Services to Members and their families. A signed copy demonstrating receipt and review of Member rights and responsibilities shall be updated at least annually and maintained in the Member's file.
- 2.22 Assisting Members in Understanding Their Right to File Grievances and Appeals.** Subcontractor is required to assist eligible and enrolled Members in understanding their right to file grievances and appeals in conformance with the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 2.23 Member Complaint, Grievance, and Appeal Processes.** Subcontractor is required to comply with Cenpatico's Member complaint, SMI Grievance, and Member appeal processes, as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor agrees that all communications, records, and documents relating to benefit determinations as well as Member complaints, grievances, and appeals are required to be referred to Cenpatico in accordance with said complaint, grievance, and appeals processes. Subcontractor is required to carry out in a timely manner the ADHS/DBHS, AHCCCS, or Cenpatico decisions issued with respect to any Member complaint, SMI Grievance, or Member appeal.
- a. **Member Complaints:** All Member complaints shall be resolved according to the ADHS/DBHS Provider Manual–Cenpatico Edition. Subcontractor is required to respond to and resolve complaints in a courteous, responsive, effective, and timely manner. Subcontractor shall not engage in conduct to prohibit, discourage, or interfere with a Member's right to assert a complaint, appeal, SMI grievance, claim dispute, or use any grievance system process.
 - b. **SMI Grievances and Member Appeals:** All SMI grievances and Member appeals shall be resolved according the A.A.C. Title 9, Chapter 21, Article 4; and the ADHS/DBHS Provider Manual–Cenpatico Edition.

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- 2.24 Cooperation with Other Subcontractors, Contractors, and State Employees.** Subcontractor is required to cooperate fully with Cenpatico, other ADHS contractors, and/or State employees in scheduling and coordinating services. Subcontractor is required to afford other providers reasonable opportunity to provide services and shall not commit or permit any act that interferes with the performance of services by other providers or by Cenpatico or State employees. This includes, but is not limited to, allowing HIV intervention providers into Subcontractor's facilities to give presentations about HIV and HIV testing. Subcontractor is required to ensure appropriate exchange of clinical information among all other subcontractors, contractors, and Cenpatico and State employees to facilitate coordination of care, including service plans, comprehensive assessments, and progress reports.
- 2.25 Dissemination of Information.** Subcontractor is required to, upon request, assist Cenpatico in the dissemination of information prepared by Cenpatico, ADHS/DBHS, AHCCCS, or any other governmental agency, to its Members and pay for the cost to disseminate and communicate information. Subcontractor is required to ensure that all advertisements, publications, printed materials, and social marketing materials that Subcontractor produces and that refer to Covered Services for Title XIX/XXI Members state that "Contract services are funded, in part, under contract with the State of Arizona."
- 2.26 Adherence to ADHS/DBHS Requirements for Appropriate Treatment of Substance Abuse.** Subcontractor is required to assess or shall arrange for the assessment of Members for co-occurring substance abuse disorders, and is required to coordinate treatment with medical professionals who are involved in the Member's care, as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition.

ARTICLE III
DATA RECORDS, AUDITS, AND REPORTING REQUIREMENTS

- 3.1 Records.** Subcontractor is required to comply with all specifications for record keeping established by Cenpatico, ADHS, AHCCCS, and/or the federal government. Records shall include, at minimum, the following: financial statements; federal income tax returns; documents and other evidence of accounting procedures and practices; records relating to Covered Services, the quality of care, medical records, and prescription files; reports and working papers used in preparing reports; and any other records specified by the federal government, AHCCCS, ADHS, or Cenpatico. Subcontractor is required to preserve records for a period of ten (10) years from the date of final payment under the Agreement. If the Agreement is completely or partially terminated, Subcontractor is required to preserve records relating to the work terminated for a period of ten (10) years from the date of termination. Subcontractor is required to retain records that relate to grievances, disputes, litigation, or the settlement of claims arising out of the performance of the Agreement, or costs and expenses of the Agreement to which exception has been taken by AHCCCS, ADHS, or Cenpatico, for a period of ten (10) years after the date of final disposition or resolution thereof.
- 3.2 Audits.** Subcontractor agrees that Cenpatico, ADHS, and/or the federal government (including but not limited to HHS, the Comptroller General, or their designee) may conduct audits of Subcontractor during the term of the Agreement, and for ten (10) years thereafter, or until the date of completion of any audit, or until the expiration of any timeframe that Cenpatico, ADHS, and/or the federal government may require via written notice provided to Subcontractor at least thirty (30) days before the normal disposition date, whichever is later, unless such time frame is extended for reasons specified by regulation (such as in the event of fraud). Subcontractor is required to comply with all applicable AHCCCS Rules and the Audit Guide, policies and procedures relating to the audit of Subcontractor's records, medical audit protocols, any inspection of Subcontractor's facilities, and the surveys of Members and providers, and reviews.

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Subcontractor must cooperate with CMS and/or its designees (as applicable), ADHS/DBHS, and Cenpatico in any review, audit or investigation or request for information. Subcontractor must respond to all ADHS/DBHS, Cenpatico, and federal government requests for interviews, information, data, or documents as a part of any audit or investigation. These audits include, but are not limited to, the following:

- a. **Auditor General Audits.** Subcontractor is required to comply with and participate as required in the Performance Audit and other audits conducted by the Arizona Auditor General.
- b. **Other Federal and State Audits.** Subcontractor is required to comply with and participate as required in other federal and State audits, including the audit of an inpatient facility.
- c. **AHCCCS, ADHS, and Cenpatico Encounter Data Validation Studies (EDVS).** Subcontractor is required to cooperate with AHCCCS and ADHS/DBHS by participating in the annual Center for Medicaid and Medicare Services (CMS) data validation study and other validation studies. AHCCCS may revise study methodology, timelines, and sanction amounts based on agency review or as a result of consultations with CMS. Subcontractor will be notified in writing of any significant change in study methodology. Upon request, Subcontractor is required to provide any and all Covered Services data for validation as part of the studies. Cenpatico shall conduct, and Subcontractor is required to cooperate with, data validation studies of Subcontractor at least on a quarterly basis to, among other things, verify that all services delivered to Members are reported to Cenpatico accurately and timely, and documented in the Member's medical record. If it is determined that Subcontractor is not in compliance with ADHS or Cenpatico's encounter submission requirements, Cenpatico shall conduct, and Subcontractor is required to cooperate with, targeted encounter validation studies. The criteria used in encounter validation studies may include timeliness, correctness, and omission of encounters. Refer to the AHCCCS Data Validation Technical Document for further information.

AHCCCS may also perform special reviews of encounter data, such as comparing encounter reports to Subcontractor's claims files. Any findings of incomplete or inaccurate encounter data may result in the imposition of sanctions or requirement of a corrective action plan.

If AHCCCS, pursuant to the ISA with ADHS/DBHS or its regulations, imposes a sanction against ADHS/DBHS or Cenpatico for any act or omission which is an obligation Subcontractor was prohibited or required to perform under the Agreement, Subcontractor is required to be responsible for payment in an amount equal to the amount of the sanction imposed by AHCCCS against ADHS/DBHS or Cenpatico. Subcontractor is required to be responsible for all sanctions imposed against ADHS/DBHS or Cenpatico by AHCCCS as a result of data validation studies. Cenpatico shall notify Subcontractor in writing of the sanction amounts, if applicable

- 3.3 Member Satisfaction Surveys.** To the extent necessary, Subcontractor is required to actively participate in the development and implementation of the annual Member satisfaction survey. The survey must include, to the extent applicable, Member satisfaction with Medicare services for dual eligible SMI members. Subcontractor participation may include, but is not limited to: attending planning meetings and assisting with the distribution of surveys to Members. Subcontractor is required to use findings from the satisfaction survey to improve care for Members.
- 3.4 Inspections.** At any time during the term of the Agreement, Subcontractor is required to fully cooperate with inspections by Cenpatico, ADHS, AHCCCS, the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, the Comptroller General, the U.S. Office of Civil Rights, or any authorized representative of the federal or State governments. Subcontractor is required to allow Cenpatico and/or any authorized representative of the federal and State government:

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- a. Access to Subcontractor's staff and Members.
- b. Access to books and records related to the performance of the Agreement for inspection, audit, and reproduction. This shall include allowing Cenpatico and/or ADHS to inspect the records of any employee who works on the Agreement. Subcontractor agrees to obtain any necessary releases from Members with respect to their records and the information contained therein in order to permit Cenpatico and authorized State and federal agencies access to such records.
- c. Access to Subcontractor's facilities, and its subcontractor facilities (if any) for the purpose of evaluating the quality, appropriateness, timeliness, and safety of services performed under the Agreement. The inspection shall be conducted at reasonable times unless the situation warrants otherwise.
- d. Access to test at their own cost the materials to be supplied under the Agreement. If Cenpatico and/or any authorized representative of the federal and state government determines non-compliance of the materials, Subcontractor is required to be responsible for the payment of all costs incurred for testing and inspection.
- e. Neither inspection of Subcontractor's facilities nor materials testing shall constitute final acceptance of the materials or services.

3.5 Reviews.

- a. **Cenpatico Administrative Reviews.** In its full and unfettered discretion, Cenpatico may conduct Administrative Reviews, at least annually, of Subcontractor. The Administrative Reviews shall be conducted to identify areas where improvements can be made and make recommendations accordingly, monitor Subcontractor's progress toward implementing mandated programs and corrective action plans, and provide Subcontractor with technical assistance if necessary.
 - 1) **Scope.** The Administrative Review shall include review of:
 - operational and financial program compliance for all programs, including but not limited to State, federal, and contractual requirements;
 - clinical and business practices and policies;
 - financial reporting systems;
 - quality outcomes, timeliness, and access to healthcare services; and
 - any other operational and program areas identified by Cenpatico.
 - 2) **Procedure.**
 - In preparation for the Administrative Review, Subcontractor is required to fully cooperate with the Cenpatico Review Team by forwarding, in advance, policies, procedures, job descriptions, contracts, logs, and other information that Cenpatico may request.
 - At the time of the commencement of the review, Subcontractor is required to have all requested medical records available. Any documents not requested in advance by Cenpatico shall be made available upon request of the Review Team during the course of the review. Subcontractor personnel, as identified in advance, are required to be available to the Review Team at all times during Cenpatico on-site review activities.
 - While on-site, Subcontractor is required to provide the Review Team with work space, access to telephone and internet services if available, electrical outlets, and privacy for conferences.

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- Following the review, Subcontractor shall be furnished a copy of the Administrative Review Report and given an opportunity to comment on any review findings prior to Cenpatico publishing the final report.
 - Recommendations made by the Review Team are required to be implemented by Subcontractor to bring Subcontractor into compliance with federal, State, AHCCCS, ADHS/DBHS, and/or Agreement requirements.
 - Cenpatico may conduct follow-up Administrative Reviews to determine Subcontractor's progress in implementing recommendations and achieving program compliance. Follow-up reviews may be conducted at any time after the initial Administrative Review.
- b. **AHCCCS Operational and Financial Reviews of ADHS/DBHS.** In accordance with CMS requirements, Subcontractor is required to comply and participate with AHCCCS Operational and Financial Reviews of ADHS/DBHS. Subcontractor is required to comply with all audit provisions as required by AHCCCS.
- c. **Quality Management Reviews.** Subcontractor is required to make available records and other documentation, and ensure Subcontractor's participation in, and cooperation with, any quality management reviews. This shall include participation in staff interviews and facilitation of Member/family member interviews.
- d. **SAMHSA Core Reviews (SAPT and CMHS Block Grants).** Subcontractor is required to comply with and participate as required in Cenpatico, ADHS/DBHS and federal audits and Core Reviews of services and programs funded through the Substance Abuse Prevention and Treatment and Community Mental Health Services Performance Partnership Grants.

3.6 Compliance with State's E-Health and Cenpatico's Community Health Record Initiatives. Subcontractor is required to cooperate and comply with Cenpatico's administrative requirements in the implementation of the State's E-Health Initiative and Cenpatico's Community Health Record. The State's E-Health Initiative and Cenpatico's Community Health Record includes the establishment and implementation of a shared EHR/CHR accessible to ADHS, stakeholders, health plans, Members, Cenpatico, and Subcontractor and consistent with federal and State privacy laws. Such EHR/CHR will contain clinical, medical, and administrative information, including crisis plans, treatment/service plans for persons other than those with serious mental illness, individual service plans for persons with serious mental illness, and Advance Directives necessary to coordinate service delivery and conduct care management for Members. Subcontractor is further required to give ADHS/DBHS and Cenpatico access privileges and user-rights to any and all Member information within Subcontractor's MIS/EHR system. At a minimum, ADHS/DBHS and Cenpatico shall be permitted real-time access to client level demographics, claims and billing, service planning, assessment, and grievance and appeal data.

3.7 Sharing of Records. Subcontractor is required to participate in any system established by Cenpatico to facilitate the sharing of records with other subcontractors involved in a Member's care, in order to facilitate the provision of a coordinated and seamless continuum of care, subject to applicable confidentiality requirements and all other applicable law. Subcontractor agrees to cooperate in the transfer of Member medical records to other subcontractors and to assume any cost associated therewith. Subcontractor is required to use best efforts to transfer any medical records in Subcontractor's custody within reasonable time of a Member's request or within the time frame required in State or federal laws or as outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition.

3.8 Shared Databases. Subcontractor is required to cooperate with Cenpatico in the development of shared databases including those established in the applicable ADHS/DBHS – Cenpatico Contract (see Exhibit A).

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Subcontractor is required to comply with the Cenpatico administrative requirements established for use of such shared databases.

- 3.9 Data Integrity.** Subcontractor is required to ensure that all data submitted to Cenpatico is accurate and timely. Subcontractor is required to maintain processes and procedures to ensure accuracy and timely submission of all data.
- 3.10 Electronic Medical Records System.** Subcontractor is required to maintain an electronic medical records system to allow for effective sharing of medical data and to maximize the management of medical information. Subcontractor is required to annually certify effective electronic storage redundancy through an independent data storage certification entity. A copy of the certification is required to be provided to Cenpatico on an annual basis.
- 3.11 Transparency.** The Parties understand and agree that because public money makes the Agreement possible; all transactions associated with the Agreement must be financially transparent to the public and to government regulators. In addition to other reporting and record keeping requirements set forth in the Agreement, Subcontractor agrees to provide to Cenpatico, within ten (10) days of a written request, any and all additional documentation requested by, and in a form acceptable to, Cenpatico, to support any payment made or to be made by Cenpatico to Subcontractor pursuant to the Agreement.
- 3.12 Periodic Reporting Requirements.** Subcontractor is required to submit to Cenpatico Deliverables listed in Exhibit E. Subcontractor is subject to corrective action or sanctions if Deliverable is submitted as untimely, inaccurate, or incomplete. By submitting Deliverables to Cenpatico, Subcontractor confirms that the information in the Deliverables is accurate and complete.
- a. Subcontractor shall be subject to the following standards for determining the adequacy of required reports:
 - 1) **Timeliness.** Subcontractor is required to submit Deliverables on or before scheduled due dates. All required Deliverables shall be submitted by e-mail to azdeliverables@cenpatico.com no later than 5:00 p.m. M.S.T. on the date due, unless otherwise noted. Subcontractor may submit to this e-mail address a written request for an extension of a reporting deadline and include a reason for the request for extension and a proposed due date. Requests for extension shall be submitted in writing and shall be received by Cenpatico prior to the report due date. If directed by a Cenpatico department to submit a specific Deliverable to a location other than azdeliverables@cenpatico.com, Subcontractor is required to post notification of the submission to azdeliverables@cenpatico.com upon delivery to the alternate location.
 - 2) **Accuracy.** Subcontractor is required to prepare and submit Deliverables in strict conformity with authoritative sources and report specifications.
 - 3) **Completeness.** Subcontractor is required to fully disclose all Deliverables in a manner that is both responsive and relevant to the Deliverables' purpose with no material omissions.
 - b. Subcontractor is required to comply with all changes to Deliverables specified by Cenpatico.
 - c. Subcontractor is required to continue to report beyond the term of the contract when necessary, including the processing of claims and encounter data because of lag time in the filing of source documents by Subcontractor.
- 3.13 Reporting Suspected Fraud and Program Abuse.** Subcontractor is required to:
- a. Publicize and utilize Cenpatico's confidential and anonymous reporting process for the public,

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members, employees, and contractors to report fraud and program abuse complaints.

- b. Within ten (10) business days of discovery, or sooner whenever possible, make a written report of all instances of suspected fraud and / or program abuse to Cenpatico, the ADHS/DBHS Bureau of Corporate Compliance (BCC), and AHCCCS-OIG by completing the confidential AHCCCS Referral for Preliminary Investigation. [See 42 CFR 455.1 (a)(1); ARS § 36-2992.] This shall include acts of suspected fraud and/or program abuse that were resolved internally but involved AHCCCS funds. Failure to comply with the requirement to report suspected fraud and program abuse may result in the disciplinary action described in A.R.S. § 36-2992.
- c. Immediately make a written report to Cenpatico of all other instances of suspected fraud and / or program abuse that involve funding sources other than the Title XIX and Title XXI using the approved reporting ADHS/DBHS/BCC form, which is located at: <http://www.azdhs.gov/bhs/fraud.htm>.
- d. The Subcontractor is required to report to Cenpatico, within ten (10) days of notification, any contact made by AHCCCS-OIG in reference to an open fraud and program abuse case, a self-disclosure settlement, and/or any other type of activity involving communications by AHCCCS – OIG. Subcontractor shall advise Cenpatico of the final disposition of any case and/or settlement agreement made between the Subcontractor and AHCCCS-OIG.
- e. The Subcontractor shall record, track, and trend all fraud and program abuse related complaints and referrals. The record, at a minimum must contain the following information:
 - 1. Contact information of the complainant;
 - 2. Name and identifying information of person suspected of fraud and/or program abuse;
 - 3. Date and time complaint was received;
 - 4. Nature of the complaint allegations and summary of the concern;
 - 5. Potential estimated dollar loss amount and specific identification of funding source(s) involved;
 - 6. Subcontractors unique case identifying number;
 - 7. The department or agency in which the complaint has been reported, and
 - 8. Current status or final disposition.

3.14 Excluded Providers.

- a. The Subcontractor shall develop and implement policies and procedures to prohibit the Subcontractor from knowingly having a relationship with any person, entity, or affiliate that is disbarred, suspended, or otherwise excluded from participating in procurement or non-procurement activities. [42 CFR.610; 42 CFR 1001, 1901, and Executive Order Number 2549.]
- b. The Subcontractor shall develop and implement policies and procedures for screening the Excluded Parties Federal databases (SAM and LEIA) located at <https://www.sam.gov>, the Office of Inspector General (OIG), and the List of Excluded Individuals / Entities (LEIE) at <http://exclusions.oig.hhs.gov>., to determine whether potential and existing employees or contractors have been debarred, suspended or otherwise excluded from participating in procurement or non-procurement activities.
- c. Subcontractor shall submit the year-to-date list of all employees' and contractors' names that have been screened and checked against the exclusion databases, and submit the results to Cenpatico quarterly in accordance with Exhibit E of this Managed Health Services Agreement. At a minimum the year-to-date list of employees and contractors must include the following: name (last, first, middle initial); date of birth; last four digits of the Social Security Number; date of hire; current job position at the time of the verification; department / specialty; supervisor's name (last, first, middle initial); and

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AHCCCS ID number (when applicable). The Subcontractor shall observe all applicable rules of confidentiality when submitting protected personal information.

- d. Subcontractor shall notify Cenpatico and AHCCCS-OIG immediately of any instances of an excluded provider that is, or appears to be, in a prohibited relationship with the Subcontractor.

ARTICLE IV
INSURANCE, BONDING, AND LOSS PROVISIONS

4.1 Insurance. Subcontractor is required to procure and maintain, until all of Subcontractor's obligations under the Agreement have been discharged, including any warranty periods under the Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, its agents, representatives, employees, or subcontractors. The insurance requirements herein are minimum requirements for the Agreement and in no way limit the indemnity covenants contained herein. Neither Cenpatico nor the State of Arizona in any way warrants that the minimum limits contained herein are sufficient to protect Subcontractor from liabilities that might arise out of the performance of the work under the Agreement by Subcontractor, its agents, representatives, employees, or subcontractors, and Subcontractor is free to purchase additional insurance.

- a. **Minimum Scope and Limits of Insurance.** Subcontractor is required to provide coverage with limits of liability not less than those stated below:

Commercial General Liability-Occurrence Form: This policy is required to include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Sexual Abuse/Molestation Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

Sexual Abuse and Molestation: The policy shall be endorsed to include coverage for sexual abuse and molestation.

The policy is required to be endorsed to include the following additional insured language: "Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor." The Policy is required to contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Subcontractor.

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Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement.

Combined Single Limit (CSL) \$1,000,000

The policy is required to be endorsed to include the following additional insured language: “Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor.” The Policy is required to contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Subcontractor.

Workers’ Compensation and Employer’s Liability:

Workers’ Compensation Statutory Employer’s Liability

Each Accident \$500,000

Disease – Each Employee \$500,000

Disease – Policy Limit \$1,000,000

The policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Subcontractor. This requirement shall not apply to separately, each Subcontractor exempt under A.R.S. § 23-901 that execute the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Professional Liability (Errors and Omissions Liability):

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

In the event that the professional liability insurance required by the Agreement is written on a claims-made basis, Subcontractor warrants that any retroactive date under the policy is required to precede the Origination Date of the Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Agreement is completed. The policy is required to cover professional misconduct or lack of ordinary skill for all persons employed by Subcontractor. Professional Liability is required to include Medical Malpractice for Behavioral Health Medical Practitioners.

This requirement can be met for independent contractors providing services to Subcontractor through a policy maintained by Subcontractor or through a personal policy maintained by the independent contractor as long as the policy meets all requirements specified herein.

The policy is required to be endorsed to include the following additional insured language: “Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities

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performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor.” The Policy is required to contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its department, agencies, boards, commissions, universities and its officers, officials, agents and for losses arising from work performed by or on behalf of Subcontractor.

- b. **Additional Insurance Requirements.** The policies are required to include, or be endorsed to include, the following provisions:
- Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by Subcontractor, even if those limits of liability are in excess of those required by the Agreement.
 - Subcontractor’s insurance coverage is required to be primary insurance with respect to all other available sources.
 - Coverage provided by Subcontractor shall not be limited to the liability assumed under the indemnification provisions of the Agreement.
 - Subcontractor is required to submit a signed affidavit from Subcontractor’s insurance carrier annually verifying the specific licensed staff covered under the policy at that point in time. In addition, Subcontractor is required to send an updated insurance affidavit for all newly hired independently licensed professionals within 30 days of their date of employment.
- c. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of the Agreement is required to provide the required coverage and shall not be suspended, voided, canceled, permitted to lapse, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Cenpatico. Such notice is required to be sent directly to Cenpatico, Attn: Contracts Department, 1501 W. Fountainhead Parkway, Suite 360, Tempe, AZ 85282, and is required to be sent by certified mail, return receipt requested.
- d. **Acceptability of Insurers.** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an “A.M. Best” rating of not less than A-VII. Subcontractor acknowledges that neither Cenpatico nor the State of Arizona in any way warrants that the above-required minimum insurer rating is sufficient to protect Subcontractor from potential insurer insolvency.
- e. **Verification of Coverage.** Subcontractor is required to furnish Cenpatico with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) within 15 days prior to expiration of policy. 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 endorsements are to be received and approved by Cenpatico before work commences. Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, shall constitute a material breach of the Agreement. All certificates required by the Agreement are required to be sent directly to Cenpatico, Attn: Contracts Department, 1501 W. Fountainhead Parkway, Suite 360, Tempe, AZ 85282. Cenpatico reserves the right to require complete, certified copies of all insurance policies required by the Agreement at any time.
- f. **Subcontractors.** Subcontractor is required to obtain from its subcontractors separate certificates and

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endorsements for each subcontractor. Subcontractor is required to maintain certificates of insurance from all of its subcontractors and providers and ensure adequate coverage is provided throughout the term of Subcontractors' agreement. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- g. **Approval.** Any modification or variation from the *Insurance Requirements* in the Agreement shall be made by Subcontractor in consultation with Cenpatico, ADHS/DBHS, and the Department of Administration, Risk Management Division. Such action will not require a formal Amendment, but may be made by administrative action.
- h. **Exceptions.** In the event that Subcontractor or its subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall instead provide Cenpatico with a Certificate of Self-Insurance. If Subcontractor or its subcontractor(s) is/are a State agency, board, commission, or university, none of the above shall apply.

- 4.2 Responsibility for Tax Obligations and Insurance.** Subcontractor is responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage obligations set forth herein for Subcontractor and its employees. AHCCCS, ADHS/DBHS, and Cenpatico shall have no responsibility or liability for any taxes or insurance coverage for Subcontractor.

ARTICLE V
FINANCIAL AND CLAIMS CONSIDERATIONS

- 5.1 Cost Record Keeping System.** Subcontractor is required to maintain a cost record keeping system.
- 5.2 Subcontractor Payment Obligations.** Subcontractor is required to pay and perform all of its obligations and liabilities when and as due, provided, however, that if and to the extent there exists a bona fide dispute with any party to whom Subcontractor may be obligated, Subcontractor may contest any obligation so disputed until final determination by a court of competent jurisdiction; provided, however, that Subcontractor shall not permit any judgment against it or any levy, attachment, or process against its property, the entry of any order or judgment of receivership, trusteeship, or conservatorship, or the entry of any order to relief or similar order under laws, pertaining to bankruptcy, reorganization, or insolvency, in any of the foregoing cases to remain un-discharged, or un-stayed by good and sufficient bond, for more than fifteen (15) days.
- 5.3 Member to Be Held Harmless.** In no event, including but not limited to the event of Subcontractor's insolvency, Cenpatico's insolvency, any breach of the Agreement, Medicare or Cenpatico's failure to pay Subcontractor, or ADHS/DBHS's failure to pay Cenpatico, shall Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a Member or persons acting on a Member's behalf for Covered Services. This provision shall not prohibit the collection of any applicable Co-payments or deductibles. This section shall be construed to be for the benefit of Members, and shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between Subcontractor and Members or persons acting on a Member's behalf. Subcontractor shall not attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS-eligible without first receiving verification that the person was ineligible for AHCCCS on the date of service, or that services provided were not Covered Services.
- 5.4 Availability of Funding.** Payments to be made by Cenpatico pursuant to the Agreement are conditioned upon the availability to Cenpatico of funds authorized for expenditure in the manner and for the purposes provided herein. No legal liability for any payment on the part of Cenpatico or any Cenpatico Related

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Entities may arise under the Agreement until funds are made available by the State for performance of the Agreement. Cenpatico shall not be liable for any hiring, purchases, expenditures, leases, agreements, or subcontracts entered into by Subcontractor in anticipation of funding. Funds may not presently be available for performance under the Agreement beyond the current State Fiscal Year. Moreover, should the State for any reason reduce the appropriations intended to apply to the performance of the Agreement for the current State Fiscal Year, Cenpatico may, at its sole election, take any of the following actions: (i) negotiate with Subcontractor for a reduced price or contract amount; or (ii) terminate the Agreement or any of its Attachments in whole or in part.

- 5.5 Claims Submission and Encounter Reporting.** Subcontractor is required to submit encounters or claims for each service rendered to a Member in accordance with encounter and claims submission requirements outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition, the ADHS/DBHS Office of Program Support Operations and Procedures Manual, the ADHS/DBHS Covered Behavioral Health Services Guide, the ADHS/DBHS Financial Reporting Guide for the applicable GSA, the Client Information System (CIS) File Layouts and Specifications Manual requirements, Medicare laws and regulations, CMS instructions, and in accordance with HIPAA. Subcontractor must submit claims and encounters electronically, and they must be submitted at least twice a month. When submitting claims and encounters, Subcontractor's chief executive officer, chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, and who reports directly to such officer, must certify (based on best knowledge, information, and belief) the accuracy, completeness, and truthfulness of the data.
- a. **Encounter Reporting.** When applicable, Subcontractor is required to provide encounter and other related data in compliance with the ADHS/DBHS Provider Manual-Cenpatico Edition in a form acceptable to Cenpatico, ADHS, AHCCCS, and CMS (when applicable). This data shall include, but is not limited to, outcomes and performance data, within such timeframes specified therein. Subcontractor agrees that timely submission of such data shall be a prerequisite to Subcontractor's right to compensation under the Agreement. If Subcontractor fails to provide the encounter data as required and such failure results in fines, penalties or other monetary damages being imposed on Cenpatico, Subcontractor is required to pay Cenpatico any and all such costs incurred by Cenpatico. Subcontractor agrees that subject to applicable law, in Cenpatico's discretion, Cenpatico may utilize and disclose all data submitted by Subcontractor pursuant to this section. Subcontractor shall have the right, subject to applicable law and upon reasonable advance notice to Cenpatico, to inspect such data for Subcontractor and, upon notice to Cenpatico, to correct errors and omissions in such data.
- b. **Claim and Encounter Value.** Subcontractor is required to submit, except for crisis services purchased on a capacity basis and Non-Title XIX Encounter Relief approved by ADHS, encounter value equal to or greater than 100% of the total contract value. The maximum claim and encounter value for a unit of service shall be the lesser of the amount billed, or the amount listed in the Schedule contained within Exhibit B or in Subcontractor's Fee Schedule (Exhibit D) based upon the procedure code encountered. All services shall be reported by Subcontractor in accordance with the rates, procedures, procedure codes, and processes outlined in the Agreement.
- 5.6 Compensation.** Cenpatico shall compensate Subcontractor for the Covered Services provided to Members in accordance with the terms of the Agreement. The method and amount of compensation and/or other consideration shall be provided in Exhibit B, "Method of Payment," which may be amended or supplemented from time to time pursuant to the terms of the Agreement. For all non-hospital fee-for-service clean claims, Cenpatico shall pay interest on "late claim payments" at a rate of ten percent (10%) per annum. "Late claim payments" are those that Cenpatico pays more than 30 days after Subcontractor submits a clean claim. For hospital clean claims, a slow payment penalty will be paid and a quick pay

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discount will be taken in accordance with A.R.S. 36-2903.01 (G)(5). No additional slow payment penalty or interest will be paid for late claim payments on hospital clean claims, including in the case of a grievance or claim dispute.

- 5.7 Compensation for Utilization Management Activities.** The Parties agree that the compensation to be paid to Subcontractor pursuant to Exhibit B hereto does not, and shall not be construed to, directly or indirectly provide incentives to individuals or entities conducting utilization management activities to deny, limit, or discontinue Covered Services to any Member in accordance with 42 CFR § 438.210(e). Furthermore, Subcontractor is prohibited, through the use of incentives, direct or indirect payments, or other practices (including but not limited to incentives in the form of compensation to individuals or entities that conduct Subcontractor's utilization management activities), from denying, limiting or discontinuing medically necessary services to any Member. Subcontractor is further required to comply with all applicable regulations related to physician incentive contracts.
- 5.8 Third Party Payor Contracts.** Subcontractor is required to annually pursue registration/contracts with third party payors to facilitate coordination of services and coordination of benefits. Subcontractor is required to pursue registration/contracts with appropriate private insurance carriers, Medicare, and appropriate State agencies, and maintain evidence on file for three (3) years of attempts to obtain contracts with the third party payors. Subcontractor is further required to pursue all opportunities for credentialing independent licensed staff with third party vendors to facilitate receipt of third party payments.
- 5.9 Coordination of Benefits and Collection Practices.** Subcontractor is required to adhere to coordination of benefits and third-party liability requirements in conformance with the ADHS/DBHS Provider Manual-Cenpatico Edition, and is required to effectively coordinate benefits. Subcontractor is required to actively pursue all third party billing and reimbursement to obtain third-party payment, including, but not limited to Medicare. Subcontractor may deny a service to a Member if it knows a third-party (i.e., other insurer) will pay the service. If a third-party insurer (other than Medicare) requires the Member to pay any co-payment, coinsurance, or deductible, Subcontractor is responsible for billing Cenpatico for these charges. Cenpatico is not responsible for paying coinsurance and deductibles that are in excess of what Cenpatico would have paid for the entire service. Subcontractor may bill Cenpatico after ninety days with proof that the third party payor was billed and that Subcontractor has not received payment from Medicare or other third party payor. Subcontractor must submit an EOB/EOP when payment has been received from a third party payor. Cenpatico will adjust the claim appropriately.
- 5.10 Reporting of Changes and Additional Health Insurance.** Subcontractor is required to communicate any known change in or addition to Members' health insurance information, including Medicare, to Cenpatico, no later than seven (7) days from the date of discovery. In addition, Subcontractor is required to notify AHCCCS within seven (7) calendar days of discovering any Cenpatico Member has additional health insurance coverage, utilizing the AHCCCS web-based "Third Party Referral/Change Form."
- 5.11 Medicare Part D Prescription Drug Plans.** Medicare-eligible Members, including Members who are dually eligible for Medicare (Title XVIII) and Medicaid (Title XIX/XXI) will receive Medicare Part D prescription drug benefits through Medicare Prescription Drug Plans (PDPs) or Medicare Advantage Prescription Drug Plans (MAPDs). Prescription drug coverage for Medicare-eligible Members enrolled in Medicare Part D will be based on Medicare Part D plans' formularies. Subcontractor is required to assist Member to re-enroll in Medicare Part D and fill out forms for low income subsidy annually. State funds will be used to pay or reimburse Medicare Part D cost sharing for Members who are dual eligible or Non-Title XIX Medicare eligible and determined to have a Serious Mental Illness (SMI), as outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition. Payment of any Medicare Part D cost sharing or any Medicare Part D excluded or

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non-covered drugs for Not-Title XIX eligible, Non SMI Members is based on available funding as determined by Cenpatico.

- 5.12 Recoupment Rights.** Subcontractor is required to reimburse Cenpatico for the following immediately upon demand: (i) the amount of any overpayment or erroneous payment made by Cenpatico to Subcontractor; (ii) any amounts that Cenpatico pays a third-party to provide Covered Services that Subcontractor is obligated to provide under the Agreement; (iii) amounts owed by Subcontractor in relation to under-delivery of services or failure to provide encounter value equal to payment; (iv) any amounts paid to Subcontractor for Covered Services delivered on dates on which Subcontractor did not have the credentials, license, certification, or accreditation required to be an AHCCCS registered provider; (v) amounts deemed by Cenpatico, ADHS, or the Arizona Auditor General not to have been disbursed in accordance with the terms of the applicable ADHS/DBHS – Cenpatico Contract (see Exhibit A); and (vi) any recoupment imposed by ADHS, AHCCCS, or the federal government for which Subcontractor is the responsible party.
- 5.13 Recoupment Process.** At Cenpatico's sole discretion, any recoupment Subcontractor owes Cenpatico shall be either: (i) deducted from Cenpatico's payments to Subcontractor or (ii) reimbursed to Cenpatico upon written demand, pursuant to the terms specified in the demand. As a material condition to Subcontractor's obligations under the Agreement, Subcontractor agrees that all recoupment and any offset rights pursuant to the Agreement shall be deemed to be and to constitute rights of recoupment authorized in State or federal law or in equity to the maximum extent possible under law or in equity or other government authority that may now have or hereafter have jurisdiction over subcontractor. Upon request, Subcontractor is required to void encounters within 90 days for claims that are recouped in full due to billing errors. For recoupments that result in an adjusted claim value, Subcontractor is required to submit replacement encounters within 90 days.
- 5.14 Right of Offset.** Cenpatico shall be entitled to offset against any amounts Cenpatico owes Subcontractor, the expenses or costs incurred by Cenpatico, or sanctions assessed by Cenpatico concerning Subcontractor's non-conformance performance or failure to perform the Agreement, including expenses, costs, and damages described in this Exhibit.
- 5.15 Profit Limitations.** Subcontractors paid only on a Fee for Service basis for services shall not be subject to profit limitations. Subcontractors paid on a Block Purchase or Block Payment methodology are limited to the percentage of annual profit on services reimbursed on the total of Block Purchase, Block Payment, or Fee for Service arrangements, specified by applicable GSA in Exhibit B.
- a. Subcontractors shall return to Cenpatico all Non-Title XIX/XXI funds not expended on services or administration for Non-Title XIX/XXI eligible persons. Subcontractors shall not earn a profit from allocated funds for Supported Housing for Title XIX SMI Members and all services to Non-Title XIX/XXI SMI adults.
 - b. Subcontractor is required to calculate profits and losses for SAPT and/or CMHS Grant funds separately from other programs. Subcontractor's profits for SAPT Grant funds is limited to the percentage of service revenue per Contract Year (as defined for each GSA in Exhibit H).
 - c. Subcontractor's profit for Non-Title XIX/XXI Other and County funds, if applicable, shall be limited to the percentage of service revenue per Contract Year (as defined for each GSA in Exhibit H).
 - d. Subcontractor is required to return excess profits to Cenpatico solely at the discretion of Cenpatico and/or ADHS/DBHS.
 - e. Subcontractor shall not include performance incentives earned under this contract as revenue for the

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purpose of calculating profit or loss corridors.

- f. Subcontractor shall not include imposed sanctions or taxes as an expense for the purpose of calculating profit or loss.

5.16 Evergreen Contract Financial Considerations. In the event the Agreement is not amended before the end of the Contract Year, the financial considerations as outlined in Exhibit B of the most recently executed Agreement will be extended indefinitely on a pro rata basis until the Managed Health Services Agreement is amended or terminated in accordance with the terms of the Agreement. In the event the evergreen contract financial considerations are in effect, monthly payments will be made on either a pro rata basis or the monthly amount specified in the payment schedule identified in Exhibit B.

5.17 Financial Reporting and Viability Measures. Subcontractor is required to meet the following financial viability standards, on a monthly basis. The Defensive Interval must be greater than or equal to thirty (30) days. The Defensive Interval is calculated as follows: $\text{Defensive Interval} = (\text{Cash} + \text{Cash Equivalents}) \div ((\text{Operating Expense} - \text{Non Cash Expense}) / (\text{Period Being Measured in Days}))$. The Current Ratio must be greater than or equal to 1.00. The Current Ratio is calculated as follows: $\text{Current Ratio} = \text{Current Assets} \div \text{Current Liabilities}$.

5.18 Block Payment Requirements. Subcontractors paid on a block payment methodology as identified in Exhibit B shall meet the following requirements. Subcontractor must successfully produce encounter value for services actually rendered that are equal or greater than to 100% of the prospective block payments. Cenpatico will reconcile payments to encounter data and may adjust, withhold, or recoup funding, based on performance against encounter value requirements. Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year for the provision of Covered Services, as defined by ADHS/DBHS, as indicated. Subcontractor agrees to manage the block payment allocations to ensure consistent provision of services throughout the term of the Agreement. Block payment service payments, as specified in Exhibit B, will be processed for payment on or about the 15th day of the month. All checks will be mailed via standard US mail. Cenpatico reserves the right to charge a special handling fee of \$30 per check mailed or delivered other than via standard US mail.

Subcontractor acknowledges and agrees to accept the maximum payment specified and agrees to the terms of said payment arrangement. Subcontractor may be subject to a withhold to be determined by Cenpatico, and at the discretion of Cenpatico when year-to-date prorated encounter value does not equal year-to-date contract value thresholds established by Cenpatico. All encounters will be applied to ADHS/DBHS prescribed Fund Types. Subcontractor is required to be subject to recoupment for insufficient encounter value related to each individual Fund Type. Over delivery of encounter value in one Fund Type cannot be used to offset under delivery in another Fund Type, except as allowed under statute. Any exceptions to this requirement shall be at the sole discretion of Cenpatico. Block Payment allocation includes the provision of all services covered under the Block Payment as defined in the Agreement and provided through any and all facilities operated by Subcontractor in Arizona, regardless of the location of the facilities.

If Subcontractor does not bill Cenpatico (e.g., Subcontractor is capitated), Subcontractor's encounter data that is required to be submitted to the Cenpatico pursuant to contract is defined for these purposes as a "claim for payment." Subcontractor's provision of any service results in a "claim for payment" regardless of whether there is any intention of payment. All said claims shall be subject to review under any and all fraud and abuse statutes, rules and regulations, including but not limited to A.R.S. § 36-2918.

5.19 Block Purchase Requirements. Subcontractors paid on a block purchase methodology as identified in Exhibit B shall meet the following requirements. Subcontractor must successfully produce encounters to support

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block purchase amount and reflect all services performed under the block purchase. Specific block purchased crisis services as identified in Exhibit B do not require 100% encounter value submission. Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year for the provision of Covered Services. Subcontractor agrees to manage the block purchase allocations to ensure consistent availability and provision of services throughout the term of the Agreement. Block purchase service payment, as specified herein, will be processed for payment on about the 15th day of the month. All checks will be mailed via standard US mail. Cenpatico reserves the right to charge a special handling fee of \$30.00 per check mailed or delivered other than via standard US mail. Subcontractor acknowledges and agrees to accept the maximum payment specified and agrees to the terms of such payment arrangements.

- 5.20 Fee for Service (FFS) Requirements.** Subcontractors paid on a Fee for Service (FFS) methodology as identified in Exhibit B shall be paid in accordance to the requirements outlined in the Agreement.
- 5.21 Fee for Service with Maximum Limit Requirements.** Subcontractors paid on a Fee for Service (FFS) with Maximum Limit methodology as identified in Exhibit B shall meet the following requirements. Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year for the provision of Covered Services. Subcontractor agrees to manage the maximum allocation to ensure consistent provision of services throughout the term of the Agreement. Subcontractor acknowledges and agrees to accept payment for procedure codes as specified in Exhibit B and Exhibit D up to the maximum amount specified and agrees to the terms contained in the Agreement. Subcontractor acknowledges the maximum annual contract payment for the Contract Year specified in Exhibit B and agrees to the terms of such payment arrangements. Subcontractor will receive all fees based upon the Fee Schedule in Exhibit D.
- 5.22 Federal Block Grant Requirements.** If applicable, Subcontractor agrees to not use Federal Block Grant funds for inpatient hospital services; physical health care services; to make cash payments to intended recipients of health services; to purchase or improve land; to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility except for minor remodeling; to purchase major medical equipment; to provide financial assistance to any entity other than a public or non-profit entity; to provide individuals with hypodermic needles or syringes for illegal drug use, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS; to pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Level I of the Executive Salary Schedule for the award year (see http://grants.nih.gov/grants/policy/salcap_summary.htm); or to purchase treatment services in penal or correctional institutions in the State of Arizona.
- 5.23 State General Funds Requirements.** In accordance with A.R.S § 35-190, State General Funds are appropriated by the Arizona Legislature and must be expended by September 30th of each year at Cenpatico and Subcontractor levels. These funds are noted as State General Funds in the ADHS/DBHS Allocation Schedule.

Cenpatico shall monitor Subcontractor expenditures to ensure that State General Funds are spent by September 30th. Cenpatico and Subcontractors are not allowed to defer State General Funds.

Subcontractors are required to return unexpended State General Funds to Cenpatico; and subsequently, Cenpatico shall return the funds to ADHS/DBHS within fifteen (15) days of ADHS/DBHS' request or within thirty (30) days after the State Fiscal Year, whichever is earlier.

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Subcontractor is required to reimburse Cenpatico immediately upon demand, for any unexpended State General Funds. Cenpatico shall have the right, at its sole discretion, to withhold unexpended funds from future payments.

- 5.24 Third Party Antitrust Violations.** Subcontractor assigns to Cenpatico any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Subcontractor, toward fulfillment of the Agreement.
- 5.25 Reassignment.** Subcontractor agrees that it shall comply with the provider reimbursement terms relating to the proper reassignment of the right to claims payment and the billing of personally performed services set forth at A.A.C. R9-22-714 Subsections B, C and D.

ARTICLE VI
NON-PERFORMANCE PROVISIONS

- 6.1 Corrective Actions.** Subcontractor is required to comply with corrective action when Cenpatico determines that Subcontractor has not fulfilled its obligations under the Agreement.
- a. **Bases for Corrective Action.** The need for corrective action may be identified through various means, including but not limited to: grievance and appeals information; quality management; problem resolution; financial information; Administrative Reviews; failure to meet the MPS for any measure; management objectives; appointment standards data; a significant decrease in performance on any measure that cannot be justified; failure to demonstrate improvement toward meeting MPS; or information obtained in any other contract deliverable or investigation.
 - b. **Corrective Action Letters (CALs) and Corrective Action Plan (CAPs).** The Corrective Action Letter (CAL) and the Corrective Action Plan (CAP) shall be a means of communication between Cenpatico and Subcontractor when Cenpatico determines that Subcontractor has not fulfilled its obligations under the Agreement. Cenpatico shall inform Subcontractor through a written CAL that an issue requiring corrective action has been identified and that Subcontractor must prepare a CAP. The CAL will specify the corrective action(s) required to bring Subcontractor's performance into compliance with Agreement requirements on the identified issue(s), the documentation required to substantiate that the corrective actions have been completed, and the period of time during which Subcontractor must implement the required corrective action(s). Subcontractor shall develop and implement a Cenpatico-approved CAP to address the issues identified in the CAL.
 - c. **Sanctions Failure to Comply with Corrective Action.** If, at the end of the specified time period, Cenpatico determines that Subcontractor has complied with the CAL requirements, Cenpatico will take no further action with respect to the imposition of sanctions. If, however, Cenpatico determines that Subcontractor has not complied with the Corrective Action Letter requirements, Cenpatico may proceed with the imposition of sanctions.
- 6.2 Performance Sanctions.**
- a. **Cenpatico's Sanction Authority.** Cenpatico may impose financial sanctions for failure to comply with the terms of the Agreement (including requirements set forth in the documents incorporated by reference). Cenpatico shall determine, at its sole discretion, the amount of any sanction. Sanctions shall be assessed according to the severity of the violation.
 - b. **Sanction Warning Letter.** Prior to issuing a performance sanction, Cenpatico will issue a Sanction

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Warning Letter, informing Subcontractor that it will be sanctioned if a contract violation is not corrected within the timeframe set forth in the Sanction Warning Letter. However no sanction warning letter is required for Section 6.7, Performance Credit for Failure to Comply with Exhibit E, below.

- c. **Notice of Sanction.** If Subcontractor does not timely comply with all requirements in a Sanction Warning Letter, Cenpatico will provide Subcontractor with a written notice of sanction specifying the sanction, the grounds for the sanction, the amount of funds to be withheld from Subcontractor's payments, the steps necessary to avoid future sanctions, and the right to file a claim dispute to challenge the sanction. Subcontractor is required to complete all steps necessary to correct the violation within the time frame established by Cenpatico in the notice of sanction. In the event Subcontractor fails to adequately correct the violation within established time frames, Cenpatico may, in its sole discretion, impose additional sanctions which may be equal to or greater than the sanction imposed for the unresolved violation.
- d. **Provider Appeal Rights.** Any dispute regarding Subcontractor's liability for a sanction imposed under the Agreement shall be resolved through the provider Claim Dispute process outlined in the ADHS/DBHS Provider Manual–Cenpatico Edition.

6.3 General Service Provision Sanctions. Unless explicitly stated otherwise in the Agreement or document incorporated by reference, at Cenpatico's discretion, all subcontractors are subject to the following sanctions:

- a. Three thousand dollar (\$3,000.00) fine for failure to satisfy the requirements in the timeframe articulated in a Sanction Warning Letter issued by Cenpatico.
- b. One thousand dollar (\$1,000.00) fine for failure to reply in the requested timeframe to a formal request for information sent by email or in writing from the Cenpatico Provider Relations Department.
- c. One thousand dollar (\$1,000.00) fine for a third Encounter Data Validation Study site visit for repeated failure to meet minimum standards.
- d. One hundred dollar (\$100.00) fine per person per day for an unexcused absence from a training or failure to send an alternate once enrollment has been approved.
- e. Five dollar (\$5.00) fine per claim, per day, for failure to reverse a claim as required in a Corrective Action Plan because of deficiencies Cenpatico identified in an Encounter Data Validation Study.
- f. Additional monthly penalties for failure to correct a violation within the timeframes established in the notice of sanction, which at Cenpatico's discretion, may be equal to or greater than the following: the original penalty amount multiplied by one (1) plus the number of additional months (or portion of a month) during which the violation continues. (*For example:* If one month past the timeframe in the notice of sanction Subcontractor has not corrected the violation(s), Cenpatico may impose an additional penalty of the original penalty amount times two (one plus one month). If two months pass and Subcontractor still has not corrected the violation(s), Cenpatico may impose yet another penalty of the original penalty amount times three (one plus two months).)

6.4 ICC Agency Performance Sanctions. Unless explicitly stated otherwise in the Agreement or document incorporated by reference, at Cenpatico's discretion, ICC Agencies, as identified in Exhibit A, are subject to the following additional sanctions:

- a. Fifteen hundred dollar (\$1,500.00) fine for failure to submit a Corrective Action Plan by the due date specified in a Corrective Action Letter issued by Cenpatico.

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- b. Three thousand dollar (\$3000.00) fine for failure to respond to an Issue Resolution within the time frame specified by ADHS/DBHS.
- c. Three thousand dollar (\$3,000) fine per incident for failure to provide appropriate follow-up services or coordination of care for a period of 60 days or more for any Member deemed as “high risk” by Cenpatico.
- d. Three thousand dollar (\$3,000.00) fine for failure to provide quality care or effective coordination of care as determined by Cenpatico, per incident.
- e. Five hundred dollar (\$500.00) fine for each incident in which subcontractor fails to provide coordination of care documents and reports to affiliated providers of care within three (3) workdays after receipt of a request for said documents, including, but not limited to PCPs, CPS, other State and local agencies, and Specialty Providers.
- f. Five hundred dollar (\$500.00) fine for each audited chart that fails to meet the Behavioral Health Service Plan (BHSP) minimum performance standard (MPS) on the quarterly DBHS BHSP audit.
- g. Fifteen hundred dollar (\$1,500.00) fine for failure to meet the Coordination of Care (COC) minimum performance standard (MPS) on the quarterly DBHS COC audit for each population (child/adult) for the quarter.
- h. Three thousand dollar (\$3,000.00) fine for each month subcontractor fails to maintain an average demographic acceptance rate for the month of 90%.
- i. Five thousand dollar (\$5,000.00) fine for failure to maintain and provide a contracted program outlined in Article V of Exhibit A.
- j. Ten thousand dollar (\$10,000.00) fine for failure to provide appropriate coordination of care for a Member, resulting in an untoward event that affects the local community or the Member.
- k. Five thousand dollar (\$5000.00) sanction for failure to pass the Cenpatico Annual Medical Record Audit.

6.5 Sanctions Related to Providers on a Block Payment Methodology. Unless explicitly stated otherwise in this Agreement or documents incorporated by reference, any Subcontractor paid on a Block Payment Methodology, as identified in Exhibit B, is subject to the following additional sanction:

A fine of ten percent (10%) of the amount encountered for any and all encounters not timely submitted pursuant to the timely filing guidelines set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition

6.6 Administration of Sanction Payments. Any amounts due and owing to Cenpatico under this Article may be offset by Cenpatico against any payments due Subcontractor under the Agreement from the next monthly payment until the full amount is paid. Subcontractor and Cenpatico each acknowledge that the payments described in this Article constitute liquidated damages for the loss of a bargain, are not penalties, and are a reasonable approximation of Cenpatico’s damages under the circumstances, as can best be determined as of the date hereof. Cenpatico shall have the right to impose such an offset even if Subcontractor contests the sanction; provided, however, that if the sanction is reduced or eliminated following a provider Claim Dispute, Cenpatico shall pay any such sums within 30 days of the final resolution of the dispute process.

6.7 Sanctions Imposed by State or Federal Authorities. If any State or federal authority imposes a sanction against Cenpatico, for any act or omission that Subcontractor was prohibited or required (respectively) to perform pursuant to the Agreement, Cenpatico may, in addition to any other remedies available under the Agreement, impose a sanction against Subcontractor in an amount equal to the amount of any such

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sanction imposed on Cenpatico. Subcontractor shall reimburse Cenpatico for these sanctions upon demand, or, at Cenpatico's election, the sanctions may be offset against any payments due to Subcontractor under the Agreement. Cenpatico will not levy these sanctions upon Subcontractor until such time as the sanctioning authority actually imposes sanctions upon Cenpatico. If any such sanction applies to more than one subcontractor and the sanctioning authority does not delineate individual subcontractor responsibility, Cenpatico may apportion sanctions to Subcontractor based on an equitable method that accounts for Subcontractor's share of responsibility.

- 6.8 Performance Credit for Failure to Comply with Exhibit E.** Subcontractor has agreed to the time frames for the Deliverables set forth in Exhibit E. In the event Subcontractor fails to provide the Deliverables in accordance with Exhibit E, Subcontractor shall be liable for a performance credit for such delay in the amount of five hundred dollars (\$500.00) per incident.
- 6.9 Right to Assurance.** If Cenpatico in good faith has reason to believe that Subcontractor does not intend to, or is unable to perform or continue performing under the Agreement, Cenpatico may demand in writing that Subcontractor give a written assurance of intent to perform. Failure by Subcontractor to provide written assurance within the number of days specified in the demand may, at Cenpatico's option, be the basis for terminating the Agreement, or other rights and remedies available by law or provided by the Agreement.
- 6.10 Stop Work Order.** Cenpatico may, at any time, by written order to Subcontractor, require Subcontractor to stop all or any part, of the work called for by the Agreement for period(s) of days indicated by Cenpatico after the order is delivered to Subcontractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Subcontractor is required to immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is cancelled or the period of the order or any extension expires, Subcontractor shall resume work. Cenpatico shall make an equitable adjustment to the compensation in Exhibit B, and the Agreement shall be amended in writing accordingly.
- 6.11 Suspension of Services Pending Resolution of a Felony Charge.** Cenpatico reserves the right to issue a suspension notice immediately suspending some or all of the services being provided by Subcontractor or Subcontractor's director, officer, employee, or volunteer if Subcontractor or a Subcontractor director, officer, employee, or volunteer is charged with a crime involving fraud, dishonesty, or abuse. Upon receipt of the suspension notice, Subcontractor is required to immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the services covered by the suspension notice during the suspension period. Subcontractor is required to inform Cenpatico of the outcome of the charge and provide any requested written documentation substantiating the outcome. If the charge is dismissed, Cenpatico will terminate the suspension notice and Subcontractor will resume providing services. If Subcontractor or a Subcontractor director, officer, employee, or volunteer is convicted of a crime involving fraud, dishonesty, or abuse, Cenpatico reserves the right to determine appropriate actions. Where applicable, Cenpatico shall make an equitable adjustment to the compensation in Exhibit B, and the Agreement shall be amended in writing accordingly.
- 6.12 Non-exclusive Remedies.** The rights and the remedies of Cenpatico under the Agreement are not exclusive.

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ARTICLE VII
TERM, TERMINATION, INDEMNIFICATION, AND DISPUTE RESOLUTION

- 7.1 Term and Voluntary Termination.** This Agreement shall commence on the Effective Date and continue in effect until the following September 30th (Initial Term). On October 1st of each year, the Agreement and any Attachments will automatically renew for one (1) year periods (Renewal Term (s)), unless: (1) either party gives notice to the other of its intent not to renew the Agreement, or an Attachment individually, no fewer than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term of the Agreement or such Attachment, as applicable; or (2) the Agreement or its Attachments are terminated pursuant to other provisions herein.
- 7.2 Elective Termination.** Either party may elect to terminate the Agreement for any reason with ninety (90) days' prior written notice, delivered by certified mail, to the other party.
- 7.3 Termination Upon Mutual Agreement.** This Agreement may be terminated by mutual written agreement of the Parties effective upon the date specified in the written agreement. If the Parties cannot reach agreement regarding an effective date for termination, Cenpatico will determine the effective date.
- 7.4 Termination for Conflict of Interest.** Cenpatico may terminate the Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of Cenpatico is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee or a consultant to Subcontractor with respect to the subject matter of the Agreement. The termination shall be effective when Subcontractor receives written notice of the termination unless the notice specifies a later time.
- 7.5 Termination for Improper Gratuities.** Cenpatico may, by written notice, terminate the Agreement, in whole or in part, if Cenpatico determines that employment or a gratuity was offered or made by Subcontractor or a representative of Subcontractor to any officer or employee of Cenpatico for the purpose of influencing the outcome of the securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about contract performance. Cenpatico, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by Subcontractor.
- 7.6 Termination for Suspension or Debarment.** Cenpatico may, by written notice to Subcontractor, immediately terminate the Agreement if Cenpatico determines that Subcontractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of the Agreement shall attest that Subcontractor is not currently suspended or debarred. If Subcontractor becomes suspended or debarred, Subcontractor is required to immediately notify Cenpatico.
- 7.7 Termination for Convenience.** Cenpatico reserves the right to terminate the Agreement, in whole or in part at any time, in Cenpatico's sole discretion when in Cenpatico's best interests without penalty or recourse. Upon receipt of the written notice, Subcontractor is required to stop all work, as directed in the notice, and minimize all further costs to Cenpatico. In the event of termination under this section, all documents, data and reports prepared by Subcontractor under the Agreement shall become the property of and be delivered to Cenpatico upon demand. Subcontractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- 7.8 Termination for Default.** In addition to the rights reserved in the Agreement, Cenpatico may terminate the Agreement in whole or in part due to Subcontractor's failure to: obtain initial credentialing or re-

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credentialing, subject to the provider appeal processes outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition; comply with any material term or condition of the Agreement; acquire and maintain all required insurance policies, bonds, licenses, and permits; or make satisfactory progress in performing the Agreement. Cenpatico shall provide written notice of the termination and the reasons for it to Subcontractor. Upon termination under this section, all documents, data, and reports prepared by Subcontractor under the Agreement shall become the property of and copies be delivered to Cenpatico on demand. Cenpatico may, upon termination of the Agreement, purchase, on terms and in the manner that Cenpatico deems appropriate, materials or services to replace those under the Agreement. Subcontractor shall be liable to Cenpatico for any excess costs incurred by Cenpatico in purchasing materials or services in substitution for those due from Subcontractor.

7.9 Termination Due to Non-Award, Expiration, or Termination of ADHS/DBHS – Cenpatico Contract(s).

Subcontractor acknowledges that the Agreement is subject to automatic termination upon the non-award, expiration, or termination of the applicable ADHS/DBHS – Cenpatico Contract(s) (see Exhibit A).

7.10 Voidability of Agreement. The Agreement is voidable and subject to immediate termination by Cenpatico upon Subcontractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the Agreement without the prior written approval of Cenpatico.

7.11 Termination Following Notice to Cure.

- a. **Notice to Cure.** Cenpatico may issue a notice to cure for failure to carry out any material obligation, term, or condition of the Agreement. The notice to cure shall stipulate the required response and timeframe required for the remedy. Failure to meet the requirements of the notice to cure may result in Cenpatico terminating the Agreement in whole or in part. By way of example (but not limited to this list), Cenpatico may issue a written notice to cure to Subcontractor for acting or failing to act as in (but not limited to) any of the following:
 - 1) Subcontractor fails to adequately perform the services set forth in the Agreement, including the documents incorporated by reference;
 - 2) Subcontractor fails to complete the work required or to furnish the materials required within the time stipulated by the Agreement;
 - 3) Subcontractor fails to reverse claims that Cenpatico determines have been billed in error following an Encounter Data Validation Study; or
 - 4) Subcontractor fails to make progress in the performance of the contract and/or gives Cenpatico reason to believe Subcontractor will not or cannot perform to the requirements of the contract.
- b. **Response to Notice to Cure.** Upon receipt of the written notice to cure, Subcontractor shall have ten (10) days to provide a satisfactory response to Cenpatico. Subcontractor's failure to adequately address all issues of concern may result in Cenpatico resorting to any single or combination of the following remedies:
 - 1) Terminate the Agreement in whole or in part due to failure by Subcontractor to carry out any material obligation, term, or condition of the Agreement;
 - 2) Reserve all rights or claims to damage for breach of any covenant of the Agreement; or
 - 3) Perform any test or analysis on records, data, or materials for compliance with the specifications of the Agreement. If the result of any test confirms a material non-compliance with the specifications,

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any reasonable expense of testing shall be borne by Subcontractor.

- c. **Termination Following Notice to Cure.** Upon termination under this paragraph, all goods, materials, documents, data, and reports prepared by Subcontractor under the Agreement shall become the property of and be delivered to Cenpatico. Moreover, Cenpatico reserves the right to procure, on terms and in the manner that it deems appropriate, services to replace those under the Agreement. Cenpatico may recover any reasonable excess costs resulting from these actions from Subcontractor by deduction from an unpaid balance and any other remedies as provided by law.

7.12 Immediate Termination by Cenpatico. Notwithstanding anything herein to the contrary, Cenpatico may immediately terminate the Agreement, in whole or in part, upon written notice to Subcontractor as follows:

- a. If Subcontractor will lose, relinquish, or have materially affected any licensure or certification necessary to provide Covered Services in the State, with such termination to be effective upon the effective date of such loss, relinquishment or material effect;
- b. If Subcontractor or any of its agents or managing employees is convicted of a criminal offense related to that person's involvement in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded in any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
- c. In the event of: (i) imminent harm to patient health; (ii) an action by a State medical board, a medical or other licensing board, or a government agency that may impair Subcontractor's ability to provide Covered Services; or (iii) Subcontractor's conviction of fraud or malfeasance;
- d. If Subcontractor assigns or delegates the Agreement without Cenpatico's prior written approval; or
- e. If Subcontractor breaches its warranty that it complies with all federal and State immigration laws and regulations.

7.13 Cenpatico's Right to Contract with an Alternate Subcontractor. In addition to any other rights provided by law or under the Agreement, upon a determination by Cenpatico that Subcontractor has failed to perform any requirements of the Agreement that materially affect the health, safety or welfare of Members, Cenpatico may, immediately upon written notice to Subcontractor, directly locate an alternative Subcontractor for so long as necessary to ensure the uninterrupted care to Members and to accomplish the orderly transition of Members to other providers in the Cenpatico network, or until Subcontractor corrects the Agreement performance failure to the satisfaction of Cenpatico.

7.14 Rights and Obligations Upon Termination. In addition to the other requirements stated in the Agreement, Subcontractor is required to comply with the following provisions upon issuing or receiving a notice of non-renewal or a notice termination, until the effective date of the notice:

- a. Subcontractor is required to perform work consistent with the requirements of the Agreement and in accordance with a written transition plan approved by Cenpatico for the orderly transition of eligible and enrolled persons to another Provider. The written transition plan will specify the timing of the transition of Members to another provider, as well as the reductions in Subcontractor's compensation that correlate to the reduced quantity of Covered Services that Subcontractor provides as Members are transitioned to other providers during the transition period.
- b. Subcontractor shall be paid the Agreement price for all services and items completed as of the effective date of the notice of termination and shall be paid its reasonable and actual costs for work in progress as determined by GAAP; however, no such amount shall cause the sum of all amounts paid to

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Subcontractor to exceed the compensation limits set forth in the Agreement.

- 7.15 Transition Obligations.** In the event the Agreement or any portion thereof, is suspended or terminated for any reason, or expires, Subcontractor is required to assist Cenpatico in the transition of its Members to another subcontractor at Subcontractor's expense. In addition, Cenpatico reserves the right to extend the term of the Agreement on a month-to-month basis to assist in any transition of Members. Subcontractor is required to:
- a. Make provisions for continuing all management and administrative services and the provision of direct services to Members until the transition of all Members is completed and all other requirements of the Agreement are satisfied;
 - b. Designate a person with appropriate training to act as the transition coordinator. The transition coordinator is required to interact closely with Cenpatico and Subcontractor's staff to ensure a safe and orderly transition;
 - c. Upon Cenpatico's request, submit for approval a detailed plan for the transition of its Members, including the name of the transition coordinator;
 - d. Provide all reports set forth in the Agreement and necessary for the transition process. This includes but is not limited to providing Cenpatico with the following reports, due on the fifth (5th) day of each succeeding month for the prior month:
 - 1) Staff List;
 - 2) Recovery Coach Assignment List; and
 - 3) Open Consumer List, tracking all persons transitioned due to a contract, program or service change, suspension, limitation or termination to ensure service continuity, including: Name, Title XIX/XXI status, date of birth, population type, current services that the Member is receiving, services that the Member should be receiving, new agency involved, evidence that Member has received written notification of the change, evidence of any terminations found or resulting from the transition, the date of first appointment and activities to re-engage Members. (Other elements to be tracked may be added based on the particular circumstances.);
 - e. Make a good faith effort, in the manner and method directed by Cenpatico, to notify all affected Members of the termination of the Agreement by either Cenpatico or Subcontractor thirty (30) calendar days before the effective date of the termination ;
 - f. Complete payment of all outstanding obligations for Covered Services rendered to Members. Subcontractor is required to cover continuation of services to enrollees for the duration of the period for which payment has been made;
 - g. Cooperate with successor subcontractors during the transition period including, at minimum, sharing transferring Member information and records. Cenpatico will notify Subcontractor with specific instructions and required actions at the time of transfer;
 - h. Return any funds advanced to Subcontractor for coverage of Members for periods after the date of termination to Cenpatico within thirty (30) days of termination of the Agreement; and
 - i. Supply all information necessary for reimbursement of outstanding claims.
- 7.16 Effect of Termination.** If the Agreement expires or terminates pursuant to the provisions of this Article, then the Agreement, along with all Attachments, shall terminate on the applicable expiration or termination

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date, subject to certain obligations that survive the contract termination as expressly provided in the Agreement or as identified in the Survival section below.

7.17 Indemnification.

- a. **General Indemnification.** Subcontractor will defend, indemnify, protect and hold harmless Cenpatico, its Affiliates, and corresponding officers, directors, employees, and agents (hereinafter referred to as Indemnitee) from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities (including, without limitation, any vicarious and derivative liability), costs, expenses, obligations, causes of action, or suits (collectively "Claims") to the extent that such Claims are caused by, or arise out of, or are connected in any way with: (i) any act or omission, whether active or passive and whether actual or alleged, or willful misconduct of Subcontractor, its affiliates, officers, directors, agents, or employees; or (ii) the material breach of the Agreement by Subcontractor of any of its contractual obligations, covenants, undertakings, or promises under the Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, State, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Subcontractor from and against any and all Claims. It is agreed that Subcontractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of the Agreement, Subcontractor agrees to waive all rights of subrogation against Cenpatico, its officers, directors, agents, and employees for losses arising from the work performed by Subcontractor for Cenpatico. This provision shall not apply if subcontractor is a State agency, board, commission, or university.
- b. **Taxes, Required Contributions, and Indemnification.** Subcontractor shall pay all federal, State, and local taxes applicable to its operation and any persons employed by Subcontractor. Subcontractor shall hold Cenpatico and the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or State, and local laws, and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.
- c. **Patent and Copyright Indemnification.** Subcontractor shall indemnify and hold harmless Cenpatico and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Agreement or use by Cenpatico or the State of materials Subcontractor furnishes or work Subcontractor performs under the Agreement. Cenpatico and/or the State shall reasonably notify Subcontractor of any claim for which it may be liable under this paragraph. If Subcontractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- d. **Effect of Termination on Indemnification Obligation.** In the event of expiration or termination or suspension of the Agreement by Cenpatico, the expiration or termination or suspension shall not affect the obligation of Subcontractor to indemnify Cenpatico or the State for any Claims against Cenpatico or the State arising from Subcontractor's performance of the Agreement and for which Subcontractor would otherwise be liable under the Agreement.

- 7.18 Survival.** The following provisions shall survive termination of the Agreement: Section 1.7 (Health Insurance Portability and Accountability Act of 1996); Section 2.23 (Member Complaint, Grievance, and Appeal Processes); Section 3.1 (Records); Section 3.2 (Audits); Article 5 (Financial and Claims Considerations); Section 7.15 (Transition Obligations); Section 7.19 (Claim Disputes); Section 7.20 (Dispute Resolution).

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7.19 Claim Disputes. A Claim Dispute is Subcontractor’s dispute of a payment, denial or recoupment of the payment of a claim, the imposition of a sanction, or the non-payment or partial payment of a performance incentive. All Claim Disputes shall be resolved according to requirements outlined in the ADHS Policy and Procedures Manual, GA 3.2 and ADHS/DBHS Provider Manual – Cenpatico Edition. Subcontractor may appeal a Cenpatico decision regarding a Claim Dispute in accordance with the ADHS/DBHS Provider Manual – Cenpatico Edition. Subcontractor shall carry out ADHS/DBHS, AHCCCS, and Cenpatico decisions issued with respect to a Claim Dispute. Subcontractor is responsible to provide any necessary professional, paraprofessional, and administrative resources to represent its interest in resolving a Claim Dispute. Cenpatico will not be responsible for any attorneys’ fees and costs Subcontractor incurs in filing a Claim Dispute or related appeal.

7.20 Dispute Resolution. Other than Claim Disputes, which shall be resolved through the applicable administrative review process pursuant to the above section, in the event that any party asserts that there exists any dispute, claim or controversy that arises out of the Agreement or relating to the Parties’ relationship under the Agreement, such party shall first send a written notice to the other party specifying the nature of the asserted dispute (Notice of Dispute) and requesting a meeting to attempt to resolve the dispute. The Notice of Dispute shall include the specific nature of the dispute and shall identify any relevant documents known at the time the Notice of Dispute is issued. The Parties shall promptly meet and shall engage in good-faith efforts to resolve the dispute. If no resolution is reached within thirty (30) days after delivery of the Notice of Dispute, any party to the dispute may thereafter commence arbitration. Except for Claim Disputes, which shall be resolved through the applicable administrative review process, arbitration proceedings shall be the sole, exclusive, and final remedy for all disputes, claims, or controversies between Cenpatico and Subcontractor.

The Parties agree that any arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), except as those rules are modified herein (AAA Rules). Notwithstanding the foregoing and the AAA Rules to the contrary, the Parties will privately administer the arbitration without AAA case administration. The initiating party (the “claimant”) shall give the other party (the “respondent”) written notice of its intention to arbitrate (the “demand”). The demand shall contain a statement setting forth the nature of the dispute, the names and addresses of all other parties, the amount involved, if any, and the remedy sought. A respondent may serve on the claimant an answering statement within fifteen (15) days after receipt of the demand. If a counterclaim is asserted, it shall contain a statement setting forth the nature of the counterclaim, the amount involved, if any, and the remedy sought. If no answering statement is filed within the stated time, the respondent will be deemed to deny the claim.

The arbitration proceeding will be conducted in Maricopa County, Arizona, pursuant to the arbitration law of Arizona then in effect before a single arbitrator with expertise in government contracts and administrative law who is mutually acceptable to the Parties. If the Parties are not able to agree on a single arbitrator within thirty (30) days from the date of the deadline for serving an answering statement or, where applicable, a response to a counterclaim, each party shall select a neutral and the two selected neutrals shall select the arbitrator. The arbitrator shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of the Agreement and shall be bound by Arizona law. Any arbitration in which the total amount in controversy is less than \$100,000 shall be conducted in a single hearing day. Except where contrary to Arizona statute, the prevailing party in any arbitration shall be entitled to recover from the losing party any costs and fees related to the arbitration, including but not limited to arbitrator fees and attorneys’ fees and costs. Similarly, except where contrary to Arizona statute, the prevailing party in any action to compel arbitration or enforce any arbitration award arising out of the Agreement shall be entitled to recover from the losing party any costs and fees related to the arbitration, including but not

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limited to arbitrator fees and attorneys' fees and costs. Because of the confidential nature of the Agreement, as set forth in Section 6.13 of the Managed Health Services Subcontractor Agreement, the Parties further agree that in any action to compel arbitration or enforce any arbitration award arising out of the Agreement, no party may file any part of the Agreement or its Attachments in the court record, except this Section.

The existence of a Notice of Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of the Agreement. Notwithstanding any dispute arising under the Agreement, each party hereto shall continue to perform its obligations hereunder pending the decision of the arbitrator unless otherwise terminated by agreement of the Parties, order of the arbitrator, or pursuant to the termination provisions of the Agreement.

**CENPATICO OF ARIZONA, LLC
FINANCIAL COMPENSATION
EXHIBIT B
GILA COUNTY HEALTH DEPARTMENT
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1. OVERVIEW

Cenpatico shall compensate Subcontractor for Universal Prevention Services provided to persons not enrolled in behavioral health services as outlined in this Agreement. The method and amount of compensation for the contract year (July 1 - June 30) is specified in this Exhibit. Changes in the fee schedule or amount of compensation for the contract year (July 1 - June 30) may occur through amendments to this Agreement, or as a result of funding reductions from ADHS/DBHS.

2. CONTACT MAXIMUM AMOUNT

The Contract limit will not exceed **\$23,000** for the contractual year January 1 - June 30), as identified in the Payment Table(s) below. The Maximum amount payable under this contract is specific to "Payment Type" and "Fund Type". Under-delivery in one Payment Type or Fund Type can not be offset by over-delivery in another Payment Type or Fund Type, except as approved by Cenpatico.

2. CONTRACT PAYMENT TABLE

Payment Table / GSA 4 Pinal - Gila Counties

Service Level	County / Community	Program	Payment Type	Budget Term	Total for Budget Term
		Prevention SAPT			
Payment Table	Gila	Prevention SAPT	Block Payment - after monthly reporting approval	05/01/2014 - 06/30/2014	23,000
			GSA 4 Total	Prevention SAPT	23,000
Grand Total - GSA 4					
			Grand Total	GSA 4	23,000

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**SCOPE OF WORK – ARTICLE I
PROFESSIONAL REQUIREMENTS AND PROVISIONS**

- 1.1** Subcontractor is required to deliver and agrees to perform the Prevention Behavioral Health Services as set forth in this Scope of Work for the consideration stated within this Agreement. Subcontractor is required to ensure all staff providing services under this Agreement are properly trained, supervised and credentialed for the provision of such services and meet all DBHS requirements to perform said services.
- 1.2** In the event Subcontractor cannot meet a target timeline or provision identified in this scope of work, Subcontractor is required to submit a work plan detailing how and when the target or provision will be met. Once approved by Cenpatico the work plan will be monitored to demonstrate compliance with the scope of work. Failure to achieve target or changes identified in the work plan shall be considered a breach of contract and shall be subject to the non performance terms identified in the Prevention Services Agreement.

**SCOPE OF WORK – ARTICLE II
CONTRACTED SERVICES**

- 2.1** Subcontractor shall provide the following contracted services and target service delivery to non-enrolled persons.
- SAPT – Prevention
 - SAPT – Substance Use - Prevention

**SCOPE OF WORK – ARTICLE III
GSA's AND COUNTIES SERVED**

- 3.1** Subcontractor agrees to provide services to the behavioral health members who reside or are enrolled in the following GSA's and Counties:
- GSA 4 (Gila)

**SCOPE OF WORK – ARTICLE IV
PROVIDER TYPE**

- 4.1** Agreement requirements are specified based upon provider type. The Subcontractor's applicable provider type(s) is/are listed below.
- Prevention Services Provider

**SCOPE OF WORK – ARTICLE V
PREVENTION REQUIREMENTS**

- 5.1 OVERVIEW**

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- 5.1.1 Prevention services are designed to promote healthy individuals, families and communities.
- 5.1.2 Prevention targets people who do not have a diagnosable behavioral health problem and who are not enrolled in the behavioral health system.
- 5.1.3 All prevention services must be designed to, at a minimum, address the reduction of substance use. Prevention programs are designed to decrease risk, increase protective factors and target low income populations.
- 5.1.4 Subcontractor is required to provide and make available prevention services to at-risk populations based upon risk and protective factors using evidenced based programs or Cenpatico approved strategies that can be demonstrated through an approved logic model. All prevention services are to demonstrate increased knowledge, skills or changes in behaviors and use Cenpatico approved evaluation instruments. All prevention programs are required to implement the use of core measures, State Outcome Measures (SOMs), where applicable, program specific evaluation tools and any other tools as determined by Cenpatico and/or Cenpatico consultant. All evaluation instruments must be approved by Cenpatico.

5.2 PREVENTION STRATEGIES

- 5.2.1 Cenpatico contracts for Prevention Services based upon identified community needs. Contracted strategies include:
 - Community Based Projects
 - Problem Identification and Referral
 - Social Marketing
 - Community Education and Training
 - Life Skills
 - Peer Leadership
 - Personal and Cultural Development
 - Family Support
 - Education

5.3 PREVENTION REQUIREMENTS

- 5.3.1 Subcontractor is required to provide primary Behavioral Health Prevention Services in compliance with the ADHS/DBHS Prevention Framework for Behavioral Health. Behavioral Health Prevention Services is required to be developed and delivered in accordance to the following requirements:
 - 5.3.1.1 Subcontractors are required to implement prevention programs and services that do not endanger the health, safety, or welfare of persons served.
 - 5.3.1.2 Subcontractor is required to provide services in a respectful, non-exploitive manner that incorporates the cultural competency requirements in service deliver.
 - 5.3.1.3 Subcontractor is required to meet, at minimum, the following safety requirements:
 - Demonstrate documentary evidence that all staff, contractors, volunteers or other person delivering prevention services to persons under the age of 18

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have applied for or received a Class I Fingerprint Clearance card before providing prevention services

- Persons denied a Class I Fingerprint Clearance card shall not provide unsupervised services to youth in prevention programs.

- 5.3.1.4 Subcontractor is required to comply with Provider Manual Section 7.4, *Reporting of Incidents, Accidents and Deaths*.
- 5.3.1.5 Subcontractor is required to demonstrate documentary evidence that at least one staff member is current in First Aid Certification and at least one staff member current in Cardio Pulmonary Resuscitation Certification (CPR) are present at all times on facility premises, on field trips, or while transporting children in a facility's motor vehicle or a vehicle designated to transport children. A staff member with current certification in both first aid and CPR may meet this requirement.
- 5.3.1.6 Subcontractor is required to maintain a current first aid kit accessible to staff members
- 5.3.1.7 Subcontractor is required to prohibit the use or possession of the following items when a prevention program member is on facility premises, during hours of operation, or in any motor vehicle when used for transportation of program members:
- Any beverage containing alcohol
 - A controlled substance; and
 - A firearm or other lethal weapon
- 5.3.1.8 Subcontract is required to demonstrate documentary evidence that the following health and safety inspections take place for any facilities owned, leased, or rented to provide prevention services, according to the following schedules, and make any repairs or corrections stated on an inspection report:
- Sanitation; every twelve (12) months by a local health department
 - Gas inspections; every twelve (12) months by a plumber holding a plumbing business license issued by a local government; and
 - Fire inspections; every thirty-six (36) months by a local fire department or the State Fire Marshal.
- 5.3.1.9 Subcontractor is required to ensure prevention program premises and furnishings to be free from dirt, disease, and odor. Exceptions to requirements for facilities may be made at the discretion of Cenpatico.
- 5.3.1.10 Subcontractor is required to have motor vehicle insurance and a current registration with the Arizona Department of Transportation.
- 5.3.1.11 Subcontractor shall not permit any person to be transported in a truck bed, camper, or trailer attached to a motor vehicle.
- 5.3.1.12 Subcontractor is required to ensure all vehicle passengers use age and size appropriate restraint systems.
- 5.3.1.13 Subcontractor is required to carry a first aid kit, fire extinguisher, and water sufficient for the needs of each passenger.
- 5.3.1.14 Subcontractor is required to carry active, written consent from a parent or guardian for each youth transported.

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- 5.3.2 Subcontractor is required to document and immediately report all suspected alleged cases of child abuse or neglect to Tribal Social Services, Child protective Services, and Adult protective Services or to a local law enforcement agency, as applicable
- 5.3.3 Subcontractor is required to participate in site visits by Cenpatico/ADHS as requested.
- 5.3.4 Subcontractor is required to use the ADHS/DBHS Arizona Prevention Evaluation Database to enter individual level data for each State Outcome Measure used.
- 5.3.5 Subcontractor is required to include in the evaluation, an analysis of process and outcome data. All Cenpatico Prevention Programs must be evaluated for outcomes, at least once annually. Each program must report at least one outcome unless the Subcontractor received written approval from Cenpatico to not complete an outcome evaluation for a specific program.
- 5.3.6 Subcontractor is required to use Cenpatico Evaluation Tools, as well the State Outcomes Measure instruments below to evaluate programs. Other evaluation tools may be required.

Name of Scale	Prevention programs serving the following populations must use this instrument
Adolescent Program Evaluation	Youth in Grade 8 to age 21
Coalition Survey	RBHA designated
Suicide Prevention Program Evaluation Tool	Any Gatekeeper Training Activities
Early Identification and Referral Form	Any person who has been referred to behavioral health treatment assessment or other services
Sidewalk or Street Survey	Community members
Cenpatico Youth Leadership	Youth in Grades 8 to age 21

- 5.3.7 Subcontractor is required to obtain Cenpatico written approval to use additional evaluation tools or measures.
- 5.3.8 Subcontractors are required to submit program evaluations in a format prescribed by Cenpatico. Required elements of the annual evaluation report will be designated by Cenpatico each year; The Subcontractors annual report contains three parts, a regional evaluation, workforce evaluation and programmatic evaluations.
- 5.3.9 Behavioral Health Prevention Services are required to be developed and provided based upon identified community risk and protective factors, intervening variables and community needs, as opposed to individual member needs.
- 5.3.10 Behavioral Health Prevention Services programs are required to be developed following a written comprehensive and collaborative analysis of community issues and needs.
- 5.3.11 Behavioral Health Prevention Services programs are required to build upon and support local collaborative community development efforts.
- 5.3.12 Behavioral Health Prevention Services are required to include robust evaluation efforts to measure the efficacy of the prevention program and the use of core measures for State Outcome Measures (SOM) reporting.

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- 5.3.13 Behavioral Health Prevention Services program is required to be limited to primary prevention services and shall not include direct care treatment services, which should be provided through clinical outpatient programs; such as, school-based support groups or “pull out programs” for identified members.
- 5.3.14 Subcontractor may use environmental prevention strategies if such strategies are a logical component of the community’s strategic plan to prevent substance abuse.
- 5.3.15 Subcontractor is required to document all Behavioral Health Prevention Services using a Cenpatico approved form and format.
- 5.3.16 Subcontractor is required to submit the Program Description/Logic Model and submit any program revisions/changes to Cenpatico for prior approval.
- 5.3.17 Subcontractor is required to agree to submit the Logic Model form and submit any program revisions/changes to Cenpatico for prior approval.
- 5.3.18 Subcontractor is required to evaluate for changes in targeted protective and risk factors using the core evaluation instrument(s), State Outcome Measures and program specific evaluation tools. If the Behavioral Health Prevention Provider is unable to find an appropriate ADHS core evaluation instrument, then the Behavioral Health Prevention Provider may use an alternative instrument with prior approval by Cenpatico and ADHS/DBHS. Program specific evaluation instruments are to be used to measure increased knowledge, changes in behavioral or skills and be consistent with the Logic Model.
- 5.3.19 Subcontractor prevention staff, are required to complete the Prevention Profile trainings identified in Essential Learning.
- 5.3.20 Subcontractor is required to submit monthly prevention reports and any other reports/documents as required.
- 5.3.21 Subcontractor is required to implement more than one prevention strategy.
- 5.3.22 Prevention providers are required to enter outcome data into the assigned database in accordance with the requirements to the evaluation instrument.
- 5.3.23 Subcontractor is required to understand any funds not used by the end of the Agreement year (June 30th) in delivery of proposed Covered Behavioral Health Prevention Services will be recouped.
- 5.3.24 Subcontractor is required to use the ADHS active Consent template to gain parental consent for youth to participate in evaluations of school based prevention programs. Subcontractor is required to obtain written, active, parental consent in accordance with A.R.S. § 15-104, to conduct any survey, analysis, or evaluation of students that is administered in a school if it includes questions about substances, suicide, or sexual behavior. Parental consent is not required to participate in the program itself. Subcontractor is required to maintain a locked file of signed Active Parent Consent forms for prevention services and develop a unique identifier. Parental consent is not required to participate in the program.
- 5.3.25 Subcontractor is required to attend the annual prevention conference and other trainings as requested.
- 5.3.26 Subcontractor is required to record and report the number of referrals to behavioral health services and to community based services using the ADHS format.
- 5.3.27 Prevention professional must complete workforce development requirements as specified in the Framework for Prevention. The level I Prevention Professionals Trainings shall include:

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- Essential Learning Prevention list
 - Annual Cultural Competency
 - Annual Ethics
 - All trainings required for Prevention Credentialing
- 5.3.28 Subcontractor is required to maintain regularly scheduled supervision sessions and document such sessions in a standardized format that includes, at a minimum, date, duration, subject matter, staff name, supervisor name, and signatures.
- 5.3.29 Prevention providers are required to comply with DBHS Credentialing process requirements and ensure staff is credentialed at least as a Level I Prevention Professional.
- 5.3.30 Subcontractor is required to comply with relevant SAPT Block Grant requirements.
- 5.3.31 Subcontractor is required to comply with all Prevention Training requirements. Annual cultural competency and ethics training is required. First year prevention staff must attend live cultural competency training sponsored by Cenpatico; subsequent years training may be on-line, recorded webinars or live, and shall include:
- Cultural Competency 101 – Embracing Diversity
 - Prevention Foundations: Part 1 – An Introduction to prevention
 - Prevention Foundations: Part 2 – Models in Prevention
 - Prevention Foundations: Part 3 – Planning in Prevention
 - Prevention Foundations: Part 4 – Middle to Late Adulthood
 -
- On-Line:
- Basic Introduction to HIV / AIDS
 - Stress Management in the Workplace
 - Understanding Elder Abuse
 - Meeting the Behavioral Health needs of Returning Veterans
- 5.3.32 Provider is to leverage Cenpatico funds through grants, fundraising, in-kind support and/or other measures
- 5.3.33 Staff to participate in monthly provider meetings, as scheduled.
- 5.3.34 All prevention programs are based on local data using best practices. Local needs and assets assessments are conducted at least every three years.
- 5.3.35 Coalition sustainability plans must be developed within the first year and updated at least annually.
- 5.3.36 Needs and asset assessments to be conducted at a minimum every three years.

5.4 PREVENTION SERVICES PERIODIC REPORTING

- 5.4.1 Subcontractor is required to submit an Annual Prevention Plan/Logic Model by **April 5th** of the year preceding the State fiscal year in which the plan will be implemented. The plan shall contain three (3) parts; Part 1: Regional Strategic Plan (1 per Program/Community) and Part 2: Program Description; Part 3: Measurable Goals and Objectives submitted in the prescribed format and entered into prescribed database.
- 5.4.2 Subcontractor is required to submit an Annual Prevention Report by August 31st of the year following the State fiscal year in which the previous Annual Prevention Plan was implemented. The plan shall contain four (4) parts; Part 1: Regional Evaluation (1 per Program/Community),

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Part 2: Evaluation of Workforce Capacity (1 per Program/Community), Part 3: Program Evaluation (1 per Program/Community), Part 4: Evaluation Outcomes and Supplemental Information.

- 5.4.3 Subcontractor is required to submit allegations of attempted suicide, sexual abuse, and death incident report.

**SCOPE OF WORK – ARTICLE VI
PROVIDER SPECIFIC REQUIREMENTS**

6.1 OVERVIEW – Prevention Strategies

- 6.1.1 Subcontractor is required to develop and implement environmental strategies to change community norms, perceptions and policies, based on local needs and data, to address perception of harm, youth talking to parents about alcohol and drugs, reduce underage drinking, and access to access to prescription drugs and misuse and abuse of prescription drugs for youth and older in the Nogales area of Santa Cruz County.
- 6.1.2 Planning and implementation must be in collaboration with the local substance use coalition and designed to change community norms, laws and policies. Process and outcome measures must be developed, collected and reported.
- 6.1.3 Multiple strategies are to be provided and may include: public information and social marketing, community education and training, community development, community based process and environmental strategies. Strategies and implementation is based on the prevailing local cultures of the targeted populations. Approved evidenced based curriculums and programs shall be used. All programs are to have measurable outcomes.
- 6.1.4 Youth leadership, Public Information and Social Marketing, Problem Identification and referral, Community Based Processes, Environmental Strategies, and Training and Education shall be the primary contracted strategies.
- 6.1.5 Subcontractor is required to maintain Participation Rosters, Permission Slips and Emergency Cards. Prevention programs/activities are year round.
- 6.1.6 Documentation is required to be completed on Cenpatico approved documentation forms. All referrals and follow-up shall be documented on approved forms. Staff supervision shall be documented.
- 6.1.7 Prevention staff is required to attend all required trainings and meetings. Membership in Arizonans 4 Prevention and CADCA is required. At a minimum prevention staff shall be credentialed as a Level 1.
- 6.1.8 Cenpatico of Arizona and the Arizona Department of Health Services support shall be acknowledged in training and program announcements/materials.
- 6.1.9 Subcontractor is required to implement the Arizona Department of Health Services/Division of Behavioral Health (ADHS/DBHS) approved Copper Basin logic model
- 6.1.10 Establish a professionally developed public information and social marketing campaign to address the approved logic model.
- 6.1.11 Closely monitor expenditures.
- 6.1.12 Subcontractor is required to develop a proposed budget for Cenpatico approval and obtain prior approval from Cenpatico for any revisions to the proposed budget.

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- 6.1.13 Subcontractor is required to contract with a consultant or consultants, approved by Cenpatico for coalition development and sustainability.
- 6.1.14 Subcontractor is required to submit any change to the signatory authorization to Cenpatico, within thirty (30) days of the change.

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THIS PREVENTION SERVICES AGREEMENT ("Agreement") is made by and between Gila County Health Department ("Subcontractor"), and operating in accordance with the laws of the state of Arizona ("State" or "the State"), and Cenpatico Behavioral Health of Arizona, LLC, Cenpatico of Arizona, Inc., ("Cenpatico"). Subcontractor and Cenpatico are to be collectively referred to herein as the "Parties."

WHEREAS, the Parties wish to confirm their joint commitment to the responsible provision of Covered Behavioral Health Services, as set forth in State Solicitation HP032097, in a manner that is both consistent with the amount of money actually provided by the State for such services and financially transparent to the public and to government regulators,

NOW, THEREFORE, in consideration of the premises and mutual promises herein stated, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACRONYMS

As used in this Agreement and each of its Attachments, the following terms (and the plural thereof, when appropriate) shall have the meaning set forth herein, except where the context makes it clear that such meaning is not intended.

- 1.1 **Action** means the denial or limited authorization of a requested service, including the type or level of service; 1) the reduction, suspension or termination of a previously authorized service; 2) the denial, in whole or in part, of payment of service; 3) the failure to provide services in a timely manner; 4) the failure to act within established timeframes for resolving an appeal or complaint and providing notice to affected parties; and 5) the denial of the Title XIX/XXI eligible person's request to obtain services outside the network.
- 1.2 **ADHS Information System** means the ADHS/DBHS Information Systems in place or any other data collection and information system as may from time to time be established by the ADHS/DBHS.
- 1.3 **ADHS/DBHS** means the Arizona Department of Health Services, Division of Behavioral Health Services.
- 1.4 **ADHS/DBHS – Cenpatico Contract** means the contract for Solicitation HP032097, including attachments, entered into between ADHS/DBHS and Cenpatico pursuant to which Cenpatico has agreed to provide managed behavioral health delivery systems to Behavioral Health Participants in designated Geographic Service Areas, as may be amended or supplemented from time to time, and the documents incorporated therein.
- 1.5 **ADHS/DBHS Clinical and Recovery Practice Protocols** means those Clinical Practice Guidelines published by ADHS/DBHS to assist behavioral health Subcontractors in Arizona's public behavioral health system, as may be amended or supplemented from time to time.
- 1.6 **ADHS/DBHS Covered Behavioral Health Services Guide** means the document, including appendices that list all Covered Behavioral Health Services, as may be amended or supplemented from time to time.
- 1.7 **ADHS/DBHS Cultural Competency Plan ("CCP")** means the document, including appendices that list objectives and action steps to integrate and promote culturally competent services within the State behavioral health system, as may be amended or supplemented from time to time.

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- 1.8 **ADHS/DBHS Financial Reporting Guide for Regional Behavioral Health Authorities** means the document, including appendices that set monthly, quarterly and annual financial reporting requirements for RBHAs, as may be amended or supplemented from time to time.
- 1.9 **ADHS/DBHS Policies and Procedures Manual** means the document, including appendices that list ADHS/DBHS policies and procedures, as may be amended or supplemented from time to time.
- 1.10 **ADHS/DBHS Prevention Framework for Behavioral Health** means the document, including appendices, listing behavioral health prevention initiatives, as may be amended or supplemented from time to time
- 1.11 **ADHS/DBHS Office of Program Support Operations and Procedures Manual** means the document, including appendices that list ADHS/DBHS program support procedures, as may be amended or supplemented from time to time.
- 1.12 **ADHS/DBHS Provider Manual** means the document, including appendices that contain requirements applicable to direct subcontractors of Arizona publicly funded behavioral health services, as may be amended or supplemented from time to time.
- 1.13 **ADHS/DBHS Provider Manual-Cenpatico Edition** means the ADHS/DBHS Provider Manual as modified by Cenpatico; as such modification is required pursuant to ADHS/DBHS Provider Manual, Introduction, Page 1. This term includes any amendments, appendices, modifications, supplements, bulletins or notices related to the ADHS/DBHS Provider Manual-Cenpatico Edition that may be made from time to time. Cenpatico shall use best efforts to give Subcontractor advance notice of any amendment or modification of the ADHS/DBHS Provider Manual-Cenpatico Edition that materially affects Subcontractor's performance of its obligations under this Agreement.
- 1.14 **ADHS/DBHS Quality Management Utilization Management Plan** means the document, including appendices, encompassing activities that are to be conducted by ADHS/DBHS and its contractors, and that are designed to improve the quality of services delivered through Arizona's public behavioral health system, as may be amended or supplemented from time to time, and the documents incorporated therein.
- 1.15 **Administrative Costs** means administrative expenses incurred to manage the behavioral health services, including, but not limited to: provider billing, accounting, information technology services, processing and investigating grievances and appeals, legal services (including any legal representation of the Subcontractor at administrative hearings concerning the Subcontractor's decisions, and actions), planning, program development, program development, reporting, personnel management, staff development and training, self-auditing and monitoring, utilization review and quality assurance. Administrative costs do not include expenses related to direct provision of behavioral health services including case management
- 1.16 **Adult** means a person eighteen (18) years of age or older, unless the term is given a different definition by statute, rule, or policies adopted by ADHS.
- 1.17 **Agreement Amendment** means a written document that is issued for the purpose of making changes to this Agreement.
- 1.18 **Appeal** is a request for review of an Action.
- 1.19 **Arizona Administrative Code ("A.A.C.")** means the Rules filed with the Arizona Secretary of State.

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- 1.20 **Arizona Children's Principles** means the ADHS/DBHS principles relating to the delivery of behavioral health services to children as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition
- 1.21 **Arizona Principles** means the ADHS/DBHS system principles as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 1.22 **Attachment** means any attachment, amendment, exhibit and/or schedule to this Agreement, incorporated herein by reference.
- 1.23 **Behavioral Health Disorder** means any behavioral or mental diagnosis and/or substance use (abuse/dependence) diagnosis found in the most current version of the Diagnostic and Statistical Manual or International Classification of Disorders.
- 1.24 **Behavioral Health Paraprofessional** means an individual who meets the applicable requirements in R9-20-204 and has the following: an Associate's Degree, high school diploma, or a high school equivalency diploma
- 1.25 **Behavioral Health Participant** means any adult or child receiving services in or through ADHS/DBHS funded programs.
- 1.26 **Behavioral Health Professional ("BHP")** means a psychiatrist, behavioral health medical practitioner, psychologist, social worker, counselor, marriage and family therapist, substance abuse counselor or registered nurse with at least one (1) year of full time behavioral health work experience and who meets the requirements of A.A.C., Title 9, Chapter 20.
- 1.27 **Behavioral Health Provider** means any individual or facility that delivers behavioral health services in the network.
- 1.28 **Behavioral Health Services** means those services listed in the ADHS/DBHS Covered Behavioral Health Services Guide.
- 1.29 **Behavioral Health Technician** means a staff member of a licensed behavioral health service agency as specified in A.A.C. Title 9, Chapter 20.
- 1.30 **Best Practices** means evidence-based practices, promising practices, or emerging practices.
- 1.31 **Cenpatico Related Entities** means Cenpatico's officers, officials, agents, or employees, and Cenpatico's wholly-owned subsidiaries, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons
- 1.32 **Child** means an eligible person who is under the age of eighteen (18), unless the term is given a different definition by statute, rule or policies adopted by ADHS/DBHS.
- 1.33 **Contract Year** means a period from July 1 of a calendar year through and including June 30 of the following year.
- 1.34 **Covered Behavioral Health Services** means those Medically Necessary Behavioral Health Services as described and defined in the ADHS/DBHS Covered Behavioral Health Services Guide.
- 1.35 **Credentialing means** the process of obtaining, verifying and assessing information including applicable licensure, accreditation and certification requirements to determine whether a behavioral health professional, a behavioral health technician or a behavioral health provider has the required credentials to deliver Behavioral Health Services to members.

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- 1.36 **Cultural Competence** means a set of congruent behaviors, attitudes and policies that come together in a system, agency, or among professions which enables that system, agency or those professionals to work effectively in cross-cultural situations.
- 1.37 **Days** mean calendar days unless otherwise specified.
- 1.38 **Direct Care Staff** means, in the case where a Subcontractor is a behavioral health care entity, a person or entity who is employed by or otherwise engaged by the entity to provide Covered Behavioral Health Services to Behavioral Health Participants.
- 1.39 **Dual Eligible** means a person eligible for Medicare who is also eligible for Medicaid. When in a medical institution that is funded by Medicaid for a full calendar month, the dual eligible person is not required to pay Co-payments for their Medicare covered prescription medications for the remainder of the calendar year.
- 1.40 **Electronic Medical Record ("EMR")** means the electronic record of health-related information on an individual that is created, gathered, managed, and consulted by licensed clinicians from a single organization who are involved in the individual's health and care.
- 1.41 **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairments to bodily functions, or serious dysfunction of any bodily organ or part. What constitutes an emergency medical condition may not be limited on the basis of lists of diagnoses or symptoms.
- 1.42 **Emergency Behavioral Health Services** means inpatient and outpatient services, as defined in the ADHS/DBHS Covered Behavioral Health Services Guide, provided after the sudden onset of an emergency behavioral health condition. These services must be furnished by a qualified Subcontractor, and must be necessary to evaluate or stabilize the emergency behavioral health condition.
- 1.43 **Encounter** means a record of a covered service rendered by a provider to a person enrolled with a capitated RBHA on the date of service.
- 1.44 **Exhibit** means any item labeled as an Exhibit in this Agreement or placed in the Exhibits section of this Agreement.
- 1.45 **Federal CLAS Standards** means the US Office of Minority Health standards for Culturally and Linguistically Appropriate Services (CLAS), which may be amended or supplemented from time to time and is included as Exhibit F to this Agreement
- 1.46 **Fee-for-Service Member** means a Title XIX or Title XXI eligible individual who is not enrolled with an AHCCCS Acute Care Health Plan ALTCS Contractor or Tribal RBHS
- 1.47 **General Mental Health Adults** means a classification of adult persons age eighteen and older who have general behavioral health issues and have not been determined to have a serious mental illness.
- 1.48 **Generalist Intake Agency** means a contracted provider type requiring full execution of generalist and intake provider functions and requirements. In addition to traditional intake and care coordination

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services, Generalist Intake Agencies are required to deliver flexible and responsive support and rehabilitation services, on a 24/7/365 basis, in the participant's home and community to ensure participants are able to live successfully in the community.

- 1.49 **GMH** means General Mental Health, and is used to designate an adult fund type.
- 1.50 **Health Insurance Portability and Accountability Act of 1996 ("HIPAA")** means Public Law 104-291 Title II Subtitle F and regulations published by the United States Department of Health and Human Services, the administrative simplification provisions and modifications thereof, and the Administrative Simplification Compliance Act of 2001.
- 1.51 **Health Plan Behavioral Health Coordinator** means a contact person and resource for behavioral health providers when problems arise concerning a person's medical care or any other health plan related issue
- 1.52 **Indian Health Service ("IHS")** means the bureau of the United States Department of Health and Human Services that is responsible for delivering public health and medical services to American Indians throughout the country. The federal government has direct and permanent legal obligation to provide health services to most American Indians according to treaties with Tribal Governments
- 1.53 **Inpatient Hospital** means an inpatient facility that provides continuous treatment that includes general psychiatric care, medical detoxification, and/or forensic services in a general hospital, a general hospital with a distinct part or a freestanding psychiatric facility. Includes 24 hour nursing supervision and physicians on site and on call
- 1.54 **Intergovernmental Agreement ("IGA")** means an agreement conforming to the requirements of A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-951 et seq.).
- 1.55 **Issue Resolution** means a participant or stakeholder complaint brought to Cenpatico from ADHS/DBHS.
- 1.56 **KidsCare** means the Arizona version implementing the Title XXI of the Social Security Act, referred to in federal legislation as the "State Children's Health Insurance Program" ("SCHIP").
- 1.57 **Material Change** means an alteration or development within a provider network that may reasonably be foreseen to affect the quality or delivery of Behavioral Health Services provided under this contract.
- 1.58 **Materials** means all property including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.59 **Non-Title XIX/XXI Funding** means fixed, non-capitated funds, including funds from CMHS and SAPT, State appropriations (other than state appropriations to support the Title XIX and title XXI program), counties and other funds, which are used for services to Non-Title XIX/XXI eligible persons and for services not covered by Title XIX or Title XXI provided to Title XIX and Title XXI Eligible Persons
- 1.60 **Non-Title XIX/XXI Person** means an individual who needs or may be at risk of needing covered services, but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.
- 1.61 **Origination Date** means the later of (a) July 1, 2010 or (b) the Effective Date of the first agreement between and among the Parties for Subcontractor to provide Covered Behavioral Health Services pursuant to the ADHS/DBHS – Cenpatico Contract (Solicitation HP032097).

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- 1.62 **Outreach** means activities to identify and encourage individuals who may be in need of Behavioral Health Services to receive them.
- 1.63 **Participating Behavioral Health Care Subcontractor** means a behavioral health care entity and/or Behavioral Health Professional, including Subcontractor and other institutional Subcontractors and ancillary services Subcontractors, that meets the criteria established in this Agreement and that has contracted with, or on whose behalf a contract has been entered into with Cenpatico to provide Covered Behavioral Health Services to Behavioral Health Participants.
- 1.64 **Prevention Services Provider** means an organization and/or behavioral health professional who meets the criteria established in this contract and has a contract with Cenpatico.
- 1.65 **Promising Practices** means clinical or administrative practices for which there is considerable evidence or expert consensus and which show promise in improving client outcomes, but which are not yet proven by the highest or strongest scientific evidence
- 1.66 **Provider Network** means the agencies, facilities, professional groups or professionals under subcontract to Cenpatico to provide covered services to Behavioral Health Participants and includes the Subcontractor to the extent the Subcontractor directly provides covered services to Behavioral Health Participants.
- 1.67 **Referral for Behavioral Health Services** means any oral, written, faxed, or electronic request for Behavioral Health Services made by any person, or person's legal guardian, family member, an AHCCCS health plan, primary care provider, hospital, jail, court, probation and parole officer, tribal government, Indian Health Services, school, or other state or community agency.
- 1.68 **Regional Behavioral Health Authority ("RBHA")** means an organization under contract with ADHS to coordinate the delivery of Covered Behavioral Health Services to eligible and/or enrolled Behavioral Health Participants in a particular GSA of the State.
- 1.69 **Related Party** means a party that has, or may have, the ability to control or significantly influence a Subcontractor, or a party that is, or may be, controlled or significantly influence by a Subcontractor. Related Parties include, at a minimum, agents, managing employees or persons with an ownership or controlling interest in the disclosing entity, and their immediate families, subcontractors, wholly-owned subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons.
- 1.70 **SAPT** means Substance Abuse Prevention and Treatment Performance Partnership Program pursuant to Division B. Title XXXIII, Section 3303 of The Children's Health Act of 2000 pursuant to Section 1921 – 1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules.
- 1.71 **Services** means covered behavioral health services.
- 1.72 **State** means the State of Arizona and ADHS/DBHS or agency of the State that executes the contract with Cenpatico.
- 1.73 **State Fiscal Year** means the period beginning with July 1 and ending June 30.
- 1.74 **Statistical Significance** means a mathematical measure of change within the sample population, when the sample population is large enough to be considered representative of the overall population. The change is said to be statistically significant if it is greater than what might be expected to happen by

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chance alone. The mathematical threshold is a statistically significant change would occur less than 5% of the time by chance alone.

- 1.75 **Subcontractor** means the contracting party that has executed this Agreement with Cenpatico. Such Subcontractor may be a Behavioral Health Professional, or a behavioral health care entity. If such Subcontractor is a behavioral health care entity, the terms of this Agreement shall also apply to Subcontractor's Direct Care Staff, except for those sections pertaining to insurance.
- 1.76 **Substance Use Disorders** means a range of conditions that vary in severity over time, from problematic, short-term use/abuse of substances to severe and chronic disorders requiring long-term and sustained treatment and recovery management
- 1.77 **Support Services** means covered services provided to facilitate the delivery of or enhance the benefit received from other behavioral health services. Refer to the ADHS/DBHS Covered Behavioral Health Services Guide for additional information.
- 1.78 **Treatment** means the range of behavioral health care received by a behavioral health participant.
- 1.79 **Treatment Services** means covered services provided to identify, ~~prevent~~, eliminate, ameliorate, improve ~~or~~ stabilize specific symptoms, signs and behaviors related to, caused by, or associated with a Behavioral Health Disorder.
- 1.80 **Tribal Liaison** means the single point of contact regarding delivery of behavioral health services to American Indian members.
- 1.81 **Tribal RBHA** means an American Indian tribe that has an IGA with ADHS/DBHS to coordinate the delivery of behavioral health services to members of a federally recognized Tribal Nation
- 1.82 **Uniform Terms and Conditions** means those terms contained in Exhibit C to this Agreement.
- 1.83 **Acronym List:**

A.A.C	Arizona Administrative Code
A.R.S	Arizona Revised Statutes
ADA	Americans with Disabilities Act
AOC	Administrative Office of the Courts of the Arizona Supreme Court
BBA	Balanced Budget Act of 1997
BHP	Behavioral Health Professional
CAP	Corrective Action Plan
CCO	Chief Clinical Officer
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CLAS	National Culturally Linguistically and Appropriate Service Standards
CLEAR	Council on Licensure, Enforcement and Regulation
CLIA	Clinical Laboratory Improvement Amendments
CMO	Chief Medical Officer
COB	Coordination of Benefits
CPR	Cardio Pulmonary Resuscitation Certification
DBHS	Division of Behavioral Health Services

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DDD	Division of Developmental Disabilities
DES	Arizona Department of Economic Security
DIG	Data Infrastructure Grants
DRA	Deficit Reduction Act of 2005
EPLS	Excluded Provider List System
FTP	File Transfer Protocol
GAAP	Generally Accepted Accounting Principles
GAAS	General Accepted Auditing Standards
HHS	Health and Human Services
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human Immunodeficiency Virus
HMIS	Homeless Management Information System
HRC	Human Rights Committees
ID	Identification
IDEA	Individuals with Disabilities Act
LEP	Limited English Proficiency
MPS	Minimum Performance Standard
NACHA	National Automated Clearing House Association
OHR	Office of Human Rights
OIG	Office of Inspector General
OMB	Office of Management and Budget
OPI	Office Program Integrity
PATH	Project for Assistance in Transition from Homelessness
PDSA	Plan Do Study Act
PIP	Performance Improvement Plan, Process or Projects
RBHA	Regional Behavioral Health Authority
RFP	Request for Proposals
RSA	Rehabilitation Services Administration
SA	Substance Abuse
SAMHSA	Substance Abuse and Mental Health Services Administration
SAPT	Substance Abuse Prevention and Treatment
TDD	Telecommunications Device for the Deaf
ZIP	Zone Improvement Plan

ARTICLE II

CENPATICO'S OBLIGATIONS

- 2.1 **Obligations.** Cenpatico shall be responsible for the administrative activities necessary or required for the commercially reasonable operation of a Regional Behavioral Health Authority, in accordance with the ADHS/DBHS - Cenpatico Contract and the documents incorporated by reference therein, the Arizona Principles, and applicable Federal, State and local laws and regulations. Such activities shall include, but are not limited to, providing training to participating subcontractors as specified in the ADHS/DBHS Provider Manual-Cenpatico Edition, and ensuring that participating subcontractors have

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access to the ADHS/DBHS Covered Behavioral Health Services Guide and ADHS/DBHS Provider Manual-Cenpatico Edition and any updates either through the internet or in paper form.

ARTICLE III

SUBCONTRACTOR'S ADMINISTRATIVE OBLIGATIONS

- 3.1 **Legal Entity Requirement:** The Subcontractor shall be an incorporated or legal entity for the purpose of conducting business as a Subcontractor with Cenpatico.
- 3.2 **Licensure.** Subcontractor represents and warrants that Subcontractor is and shall remain at all times during the term of this Agreement properly credentialed, licensed, certified and accredited or trained in accord with all federal, State and local laws and regulations, the ADHS/DBHS Provider Manual-Cenpatico Edition and the ADHS/DBHS Practice Protocols. Subcontractor shall take all necessary and appropriate steps to verify and assure that Subcontractor is so credentialed, licensed, accredited or trained in good standing at all times during Subcontractor's participation in the provision of Covered Behavioral Health Services pursuant to this Agreement, and shall submit evidence of current good standing of such credentials, licenses, certifications, accreditations and training to Cenpatico at any time upon request. Subcontractor shall submit copies of all renewal license(s) to Cenpatico within sixty (60) days of expiration or provide documentation of renewal application. Renewal documentation must include any and/or all communication with OBHL regarding the renewal process, including corrective actions.
- 3.3 **Non-Discrimination Requirements.** Subcontractor shall comply with State Executive Order No. 99-4 that mandates that all persons, regardless of race, color, religion, sex, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and State laws, rules and regulations, including the ADA and Title VI. Subcontractor shall take positive action to prevent discrimination against applicants for employment, employees, and persons to whom it provides service due to race, creed, color, religion, sex, national origin, or disability.
- 3.4 **Co-location.** In the event Subcontractor seeks to co-locate on the same premises with one or more behavioral health providers, Subcontractor shall enter into a formal written agreement with all entities seeking to co-locate. Subcontractor shall provide Cenpatico with a copy of the co-located provider agreement within ten (10) business days after execution of the agreement. The agreement shall address, at a minimum, the methodology to ensure compliance with the following provisions in the Arizona Administrative Code, Title 9, Chapter 20: R9-20-204, Staff Member and Employee Qualifications and Records; R9-20-205, Clinical Supervision; and R9-20-206, Orientation and Training.
- 3.5 **Compliance Requirements for A.R.S. § 41-4401: Immigration Laws and E-Verify Requirements.** The Subcontractor warrants compliance with all Federal, State, and local immigration laws and regulations, including those relating to the immigration status of employees. The Subcontractor further warrants its compliance with A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subcontractor may be subject to monetary penalties up to and including termination of this Agreement. Failure to comply with an ADHS and/or Cenpatico audit process to randomly verify the employment records of Subcontractors shall be deemed

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a material breach of this Agreement and the Subcontractor may be subject to penalties up to and including termination of this Agreement. Cenpatico retains the legal right for ADHS and/or Cenpatico to inspect the papers of any employee who works on this Agreement to ensure that the Subcontractor is complying with the warranty identified herein.

- 3.6 Health Insurance Portability and Accountability Act of 1996. The Subcontractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. Subcontractor warrants that it will cooperate with ADHS and Cenpatico in the course of performance of this Agreement so that Cenpatico and Subcontractor will be in compliance with HIPAA, including cooperation and coordination with ADHS Privacy Officer, Cenpatico Compliance Officer, and other compliance officials required by HIPAA and its regulations. Subcontractor will sign any documents that are reasonably necessary to keep ADHS, Cenpatico and Subcontractor in compliance with HIPAA, including, but not limited to, business associate agreements. If requested by ADHS or Cenpatico, Subcontractor agrees to sign the "Arizona Department of Health Services Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Subcontractor agrees to attend or participate in HIPAA training offered by ADHS or Cenpatico, or to provide written verification that the Subcontractor has attended or participated in job related HIPAA training that is: (1) intended to make the Subcontractor proficient in HIPAA for purposes of performing their services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer or the Cenpatico Compliance Officer.
- 3.7 Credentialing and Re-credentialing Criteria. Subcontractor shall comply with the processes for credentialing, re-credentialing, and/or training contained in the ADHS/DBHS Provider Manual- Cenpatico Edition. Further, Subcontractor represents and warrants as follows: (i) that currently, and for the duration of this Agreement, Subcontractor shall remain in compliance with all applicable federal, State and local laws and regulations; (ii) that Subcontractor shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation; (iii) that for the duration of this Agreement, Subcontractor shall remain accredited by an appropriate accrediting body acceptable to Cenpatico; and (iv) that Subcontractor will perform its duties in accordance with all applicable federal, State and local licensing requirements, as well as applicable federal, State and local standards of professional ethics and practice. In the event that, at any time, these representations or warranties become untrue because of a material change in status of Subcontractor, Subcontractor shall notify Cenpatico within ten (10) days of the date Subcontractor receives notice of the same. Without limiting the generality of the foregoing, Subcontractor shall notify Cenpatico of the following: (a) any situation which develops involving Subcontractor when notice of that situation must be given to any regulatory body with authority over Subcontractor; or (b) when a change in Subcontractor's license to operate is affected, or may reasonably be affected, as a result of any investigation conducted, or complaint filed, by the official body with regulatory authority over Subcontractor. Subcontractor further warrants and represents that Subcontractor has written policies (i) that are implemented and enforced; (ii) that describe the duties of all persons or entities that Subcontractor employs or otherwise engages the services of for the provision of Covered Behavioral Health Services to Behavioral Health Participants; and (iii) that are in accordance with statutory and/or regulatory requirements for licensure, delegation, supervision and collaboration, as appropriate.

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- 3.8 Adherence to Supervision Requirements. Subcontractor shall follow good clinical supervision practices and make available adequate resources for supervision, as defined by ADHS/DBHS Provider Manual-Cenpatico Edition and State and federal laws.
- 3.9 Staffing Requirements. Subcontractor shall have organization, management and administrative systems capable of meeting all Agreement requirements with clearly defined lines of responsibility, authority, communication and coordination within and between departments of the organization. Subcontractor shall not employ any individual or entity that has been debarred, suspended or otherwise lawfully prohibited from participating in any procurement activity, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [43 CFR 438 810(a) and (b)]. Subcontractor shall employ sufficient staffing and utilize appropriate resources to comply with this Agreement. The Subcontractor's resource allocation must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contract requirements, including the requirement for providing culturally competent services. If the Subcontractor does not achieve the desired outcomes or maintain compliance with this Agreement, Cenpatico may exercise its right to remedies under this Agreement. Subcontractor shall participate in face-to-face meetings with Cenpatico for purposes of assessing Subcontractor compliance. Subcontractor shall require all staff to have the training, education, experience, orientation, and credentialing, as applicable to perform assigned job duties.
- 3.10 Required Disclosures.
1. Subcontractor shall provide Cenpatico with written notice within one (1) business day from the date the Subcontractor first receives notice, whether written or oral, of any of the events indicated below. Upon request, Subcontractor will provide Cenpatico with additional documentation or information regarding any such event:
 - a. Subcontractor becomes aware of an action to suspend, condition, revoke, terminate, or subject to terms of probation or other restriction, Subcontractor's license, certification or accreditation relevant to the provision of Covered Behavioral Health Services, including, but not limited to, Subcontractor's federal and/or State drug license;
 - b. Subcontractor voluntarily surrenders or terminates any of Subcontractor's licenses, certifications, accreditations or privileges in anticipation of an action described in this Agreement;
 - c. Subcontractor is convicted of a fraud or felony or is suspended, debarred or excluded from participation in a federal health care program (as defined in 42 U.S.C. § 1320a-7b(f));
 - d. An act of nature or any event beyond Subcontractor's control occurs that substantially interrupts all or a portion of Subcontractor's business or practice, or that has a materially adverse effect on Subcontractor's ability to perform its or his/her obligations hereunder;
 - e. Subcontractor fails to maintain the insurance coverage required under this Agreement and in accordance with the Uniform and Special Terms and Conditions;
 - f. Any malpractice claim, lawsuit, judgment or settlement in which Subcontractor is a named defendant;

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- g. There is a change in Subcontractor's business address, tax identification number or scope of services, or Subcontractor experiences a merger, reorganization, or change in ownership or control;
 - h. The Subcontractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred. If so, the Subcontractor shall report the incident immediately by completing the confidential AHCCCS Referral For Preliminary Investigation form to AHCCCSA, Office of the Director, Office of Program Integrity, and the ADHS Fraud and Abuse Unit. Incidents involving suspected Behavioral Health Participant eligibility fraud should be reported to AHCCCSA, Office of Program Integrity, Attn: Behavioral health participant Fraud Unit; or
 - i. Any situation that arises that could reasonably be expected to affect Subcontractor's ability to carry out its obligations under this Agreement.
2. Subcontractor shall not end a program or service, close a facility, or relocate a facility outside of the current zip code without first notifying Cenpatico of the anticipated change in writing. Subcontractor shall provide Cenpatico at least ninety (90) days notice prior to the anticipated effective date of the expected changes to allow Cenpatico time to review the requested change and renegotiate contract requirements when applicable. Subcontractor shall provide notice within one day of any unexpected change. Ending a program or service, closing a facility, or relocating a facility outside of the current zip code without the written consent and prior approval of Cenpatico constitutes a material breach of the contract.

- 3.11 Quality Management and Improvement. Subcontractor shall comply with ADHS/DBHS and Cenpatico's quality management and improvement programs and with applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition, the ADHS/DBHS Quality Management Utilization Management Plan, the ADHS/DBHS Policies and Procedures Manual, as well as with all applicable federal quality management requirements. Cenpatico will actively monitor Subcontractor's compliance with this provision, and Cenpatico shall impose corrective actions on Subcontractor if Subcontractor does not show demonstrable and sustained improvement toward meeting ADHS-established or ADHS-approved minimum performance standards. Cenpatico may impose corrective action, financial sanctions, notice to cure, or other remedies on Subcontractor if: (i) Subcontractor does not achieve and sustain the minimum performance standards for any indicator; (ii) Subcontractor's performance for any indicator declines to a level below the ADHS-established or approved minimum performance standard; or (iii) there is a statistically significant drop in Subcontractor's performance on any indicator without a justifiable explanation. Subcontractor shall, participate in, cooperate with, and where applicable, implement, ADHS quality improvement activities. The Subcontractor shall follow a FOCUS - PDSA (Plan Do Study Act) model of continuous quality improvement to identify and resolve systems issues.
- 3.12 Trending of Incidents, Accidents, and Deaths Report. Subcontractor shall report incidents, accidents, and deaths in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 3.13 Facilities Inspection and Materials Testing. The Subcontractor agrees to permit access to its facilities, subcontractor facilities and the Subcontractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Agreement. Cenpatico shall also have the right to test at its own cost the materials to be supplied under this Agreement. Neither inspection of the Subcontractor's facilities nor materials testing shall constitute final acceptance of the materials or

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services. If Cenpatico determines non-compliance of the materials, the Subcontractor shall be responsible for the payment of all costs incurred by Cenpatico for testing and inspection.

3.14 Marketing Restrictions

1. The Subcontractor shall not use for marketing:
 - a. Incentive items except for use in connection with outreach activities, subject to Cenpatico prior approval;
 - b. Solicitation of any individual face-to-face, door-to-door, or over the telephone;
 - c. Provision of promotional materials, incentives, or any other activity to influence enrollment in conjunction with the sale or offering of any private insurance;
 - d. Television advertising;
 - e. Direct mail advertising;
 - f. Marketing of non-mandated services;
 - g. Utilization of the word "free" in reference to covered services;
 - h. Listing of providers in marketing and open enrollment materials who do not have signed agreements with Cenpatico.
 - i. Use of the Cenpatico or ADHS logo unless approved by Cenpatico;
 - j. Inaccurate, misleading, confusing or negative information about Cenpatico and ADHS, and any information that may defraud participants or the public; and
 - k. Discriminatory marketing practices as specified in A.A.C, Title 9, Chapter 22, Article 5, A.A.C., Title 9, Chapter 28, Article 5 and A.A.C, Title 9, Chapter 31, Article 5.
2. Subcontractor shall review and revise all outreach and marketing materials on an annual basis to reflect current practices.

3.15 Advertising, Publishing, and Promotion of Agreement. The Subcontractor shall not use, advertise, or promote information for commercial benefit concerning this Agreement without the prior written approval of Cenpatico.

3.16 Mergers, Reorganization or Changes in Ownership or Control. The Subcontractor shall obtain prior approval of Cenpatico and sign a written amendment to this Agreement for any merger, reorganization or change in ownership of Subcontractor. The Subcontractor shall submit a detailed merger, reorganization and/or transition plan to Cenpatico for review and include strategies to ensure uninterrupted services to behavioral health recipients, ensure that services to behavioral health recipients are not diminished, and that major components of the Subcontractor's organization and programs relevant to this Agreement are not adversely affected by the merger, reorganization, or change in ownership.

3.17 Notification of Service Level Changes.

1. Subcontractor shall notify and obtain written approval from Cenpatico before making any material changes in the size, scope or configuration of Subcontractor's services.

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2. Subcontractor shall notify Cenpatico in writing within one (1) day of knowledge of or anticipation of any unexpected material change, a deficiency, any material change to a Subcontractor's license, certification or registration, or any condition which terminates, suspends or limits a Subcontractor from effectively participating in the network, including the necessity for transition of members to a different provider. The notice shall include information on:
 - a. How the change, deficiency or condition affects service delivery;
 - b. The Subcontractor's plan to minimize disruption to service delivery and address changes in services or service providers;
 - c. The number of people affected by the change, deficiency or condition in each program category; and
 - d. The Subcontractor's plan to communicate the change, deficiency or condition to community stakeholders.

- 3.18 **Certification of Compliance - Anti-Kickback and Laboratory Testing.** By signing this Agreement, the Subcontractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation.

Except for payment for the Subcontractor's performance under the terms of this Agreement, Subcontractor or any director, officer, agent, employee or volunteer of the Subcontractor shall not request or receive any payment or other thing of value either directly or indirectly, from or for the account of Cenpatico or the Subcontractor as consideration for or to induce either Cenpatico or the Subcontractor to enter into a contract, or for any referrals of enrolled persons to the Subcontractor for the provision of Covered Behavioral Health Services

- 3.19 **Pandemic Declaration.** In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Agreement impossible or impracticable, Cenpatico shall have the following rights:
1. After the official declaration of a pandemic, Cenpatico may temporarily void this Agreement in whole or specific sections, if the Subcontractor cannot perform to the standards agreed upon in the initial terms;
 2. Cenpatico shall not incur any liability if a pandemic is declared and emergency measures are undertaken to manage costs or service delivery;
 3. Once the pandemic is officially declared over and/or the Subcontractor can demonstrate the ability to perform, Cenpatico, at its sole discretion, may reinstate the temporarily voided Agreement.
- 3.20 **Declaration of Emergency.** Upon a declaration by the Governor that an emergency situation exists in the delivery of behavioral health service delivery system that without intervention by government agencies, threatens the health, safety or welfare of the public, Cenpatico can undertake actions to negotiate an agreement with an alternative entity to provide services. Cenpatico shall immediately notify the affected Subcontractor of its intention.

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- 3.21 **Conflict of Interest.** Subcontractor shall not undertake any work that represents a potential or existing conflict of interest, or which is not in the best interest of Cenpatico, ADHS/DBHS or the State without prior written approval by Cenpatico. Subcontractor shall fully and completely disclose to Cenpatico a potential or existing conflict of interest.
- 3.22 **Compliance with Applicable Contracts, Manuals and Guides.** Subcontractor shall, cooperate and comply with all requirements of the following documents:
1. **Documents Incorporated by Reference**
 - a. The following documents, and any subsequent amendments, modifications, and supplements to these documents adopted by ADHS/DBHS (as applicable), are incorporated and made a part of this Agreement by reference:
 1. ADHS/DBHS Covered Behavioral Health Services Guide
 2. ADHS/DBHS Provider Manual-Cenpatico Edition
 3. ADHS/DBHS Policies and Procedures Manual
 4. ADHS/DBHS Office of Program Support Operations and Procedures Manual
 5. Office of Program Integrity, Operations and Procedures Manual
 6. ADHS Accounting and Auditing Procedures Manual
 7. ADHS/DBHS Financial Reporting Guide for Regional Behavioral Health Authorities
 8. ADHS/DBHS Quality Management/Utilization Management (QM/UM) Plan and Work Plan
 9. ADHS/DBHS Framework for Prevention in Behavioral Health
 10. ADHS/DBHS Cultural Competency Plan
 11. ADHS/DBHS Clinical Guidance Documents:
 12. Title XIX Children's System of Care Network Development Plan
 13. ADHS QM/MM/UM Performance Improvement Specifications Manual
 14. ADHS/DBHS Provider Network Listing
 15. Adult System of Care Network Development Plan
 16. Children's System of Care Vision and Principles
 2. **Revisions to Documents Incorporated by Reference**
 - a. Subcontractor shall comply with the terms, conditions, and requirements of these documents incorporated by reference, as amended/revised from time to time, consistent with State and Federal law and the Contract Order of Precedence as outlined in the Exhibit C, Uniform Terms and Conditions, as if the terms and conditions of the documents had been fully set forth in this Agreement.
 - b. ADHS/DBHS, Cenpatico, and Subcontractor acknowledge that the behavioral health system is constantly changing and evolving to reflect new and innovative approaches to treatment, and the delivery and management of behavioral health services. The common goal of

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ADHS/DBHS, Cenpatico, and Subcontractor is to develop and apply new and innovative strategies to better serve Behavioral Health Participants. As a result, ADHS/DBHS, from time to time, may revise and update the above stated documents to allow for the orderly implementation of changes to the behavioral health system.

- c. Cenpatico will notify Subcontractor when the changes will be made to the Documents Incorporated by Reference. The Subcontractor shall have fifteen (15) days to notify Cenpatico if it has any disagreement with the new provisions.

3. Other Documents

This section contains references to documents, also incorporated by reference where applicable, that guide the development of the behavioral health system requirements. From time to time these documents may be amended. If any such amendments result, there may be changes to this Agreement or documents incorporated by reference in accordance with the section above. Subcontractor shall cooperate and comply with all applicable requirements of the following documents, including the documents incorporated by reference therein:

a. Administrative Rules

- 1. Arizona Administrative Code R2-19 Administrative Hearing Rules
- 2. Arizona Administrative Code R9-20 Behavioral Health Service Agencies: Licensure

b. Balanced Budget Act of 1997

c. Arizona Procurement Code

d. Grants

- 1. Substance Abuse Prevention and Treatment Performance Partnership Program pursuant to Division B, Title XXXIII, Section 3303 of the Children's Health Act of 2000 and pursuant to Section 1921-1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules (SAPT)

4. Other

- a. State Plan

ARTICLE IV

SUBCONTRACTOR'S SERVICE PROVISION OBLIGATIONS

- 4.1 Provision of Covered Behavioral Health Services. Subcontractor agrees to provide, or arrange for the provision of, the Covered Behavioral Health Services described in this Agreement (including Exhibit A and all other exhibits) to Behavioral Health Participants. If Subcontractor is Direct Care Staff, it agrees to operate only within the scope of their professional practice and training. The population of Behavioral Health Participants to be served by Subcontractor, and Subcontractor's Behavioral Health Participant capacity, shall be as provided in Exhibit A, "Scope of Work". The amount, duration and scope of Covered Behavioral Health Services to be provided by Subcontractor pursuant to this Agreement shall also be as provided in Exhibit A, "Scope of Work". Subcontractor shall provide Covered Behavioral

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Health Services in accordance with all generally accepted clinical, legal and ethical standards governing Subcontractor and within the standards of practice for quality care generally recognized within the behavioral health community in which Subcontractor is located. Subcontractor acknowledges and agrees that services provided to Behavioral Health Participants which do not constitute Covered Behavioral Health Services or which are provided in a manner inconsistent with this Agreement or the ADHS/DBHS Provider Manual-Cenpatico Edition, shall not be eligible for payment under this Agreement.

- 4.2 Referrals. Subcontractor shall comply with all applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition for the making and acceptance of referrals for Covered Behavioral Health Services. Subcontractor shall make referrals of Behavioral Health Participants for Covered Behavioral Health Services only to other Participating Health Care Subcontractors, except: (i) as the need for Emergency Behavioral Health Services may require; (ii) where Cenpatico specifically authorizes the referral; or (iii) as otherwise required by law or by the ADHS/DBHS Provider Manual-Cenpatico Edition. If Subcontractor delivers Covered Behavioral Health Services upon referral, Subcontractor shall make a report, in accordance with the requirements of the ADHS/DBHS Provider Manual-Cenpatico Edition, to the Behavioral Health Participant's PCP.
- 4.3 Emergency Behavioral Health Services. In a behavioral health emergency, Subcontractor shall verify eligibility for Covered Behavioral Health Services in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition and with federal, State and local laws relating to the provision of Emergency Behavioral Health Services, provided that nothing in this provision shall be deemed to require Subcontractor to violate federal or State law regarding the provision of Emergency Behavioral Health Services. Subcontractor shall notify Cenpatico within twenty-four (24) hours or by the next business day of rendering or learning of the rendering of Emergency Behavioral Health Services to a Behavioral
- 4.4 Cultural and Linguistic Needs. Subcontractor shall conduct an assessment of the service area's cultural and linguistic needs, and deliver services that address identified cultural and linguistic needs in accordance with ADHS/DBHS Cultural Competency Plan and Cenpatico's Cultural Competency Plan.
- 4.5 Cooperation with Other Subcontractors, Contractors and State Employees. Subcontractor shall cooperate fully with Cenpatico, other Subcontractors, and/or State employees in scheduling and coordinating its services with other related services for Behavioral Health Participants. Subcontractor shall afford other contractors reasonable opportunity to provide services and shall not commit or permit any act that interferes with the performance of services by other contractors or by State employees. Subcontractor shall ensure appropriate exchange of clinical information among all other subcontractors, contractors, and State employees to facilitate coordination of care, including service plans, comprehensive assessments and progress reports.
- 4.6 Dissemination of Information. The Subcontractor shall upon request, assist Cenpatico in the dissemination of information prepared by Cenpatico, ADHS, or the federal or state government, to its participants and pay for the cost to disseminate and communicate information. Subcontractor shall ensure that all advertisements, publications and printed materials, which are produced by the Subcontractor, state that the services are delivered under this Agreement with Cenpatico and are funded by ADHS.
- 4.7 Outreach, Engagement, Re-Engagement, and Closure Requirements.

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1. Subcontractor shall demonstrate performance of outreach activities to inform the community. of the availability of behavioral health services.
2. Subcontractor shall cooperate with ADHS/DBHS and Cenpatico outreach and marketing initiatives.
3. Subcontractor shall comply with the following:
 - a. Any outreach or incentive item given to persons shall not exceed \$50.00. Any marketing item given away by the Subcontractor shall not exceed \$10.00. The total cost of all marketing and outreach/incentive items given to each member, at each event, may not excel \$50.00 per member;
 - b. All marketing materials shall identify the Subcontractor as a Cenpatico, and ADHS provider; and
 - c. All marketing materials produced by the Subcontractor that refer to the Agreement services shall specify the services are funded through an agreement with Cenpatico.

ARTICLE V

INSURANCE, BONDING, TAX, INDEMNIFICATION AND LOSS PROVISIONS

5.1 Indemnification Requirements.

1. **Subcontractor Indemnification (Non-public Entity).** Subcontractor shall indemnify, defend, save and hold harmless Cenpatico, and its corporate parents, subsidiaries, affiliates, officers, directors, employees, and agents, along with the State of Arizona, Maricopa County and ADHS/DBHS (hereinafter referred to as an "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claims processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Subcontractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that each Indemnatee shall, in all instances except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Subcontractor from and against any and all claims. It is agreed that Subcontractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, Subcontractor agrees to waive all rights of subrogation against Cenpatico and any Cenpatico Related Entities, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from the work performed by or on behalf of the Subcontractor for Cenpatico and/or the State. This indemnity shall not apply if the Subcontractor is an agency, board, commission or university of the State of Arizona.
2. **Subcontractor Indemnification (Public Agency Only).** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter

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collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its' officers, officials, agents, employees, or volunteers.

3. **Indemnification – Patent and Copyright.** The Subcontractor shall indemnify and hold harmless Cenpatico, the State of Arizona and Maricopa County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of this Agreement or use by Cenpatico, the State of Arizona or Maricopa County of materials furnished or work performed under this Agreement, Cenpatico, the State of Arizona or Maricopa County shall reasonably notify the Subcontractor of any claim for which it may be liable under this paragraph. If the Subcontractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

- 5.2 **Insurance.** Subcontractor shall obtain and maintain all insurance outlined below and shall submit a copy of all insurance certificates to Cenpatico. Subcontractor shall procure and maintain, until all of Subcontractor's obligations under this Agreement have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained herein. Neither Cenpatico nor the State of Arizona or Maricopa County in any way warrant that the minimum limits contained herein are sufficient to protect the Subcontractor from liabilities that might arise out of the performance of the work under this Agreement by the Subcontractor, its agents, representatives, employees or subcontractors, and Subcontractor is free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance.** Subcontractor shall provide coverage with limits of liability not less than those stated below:

- a. **Commercial General Liability-Occurrence Form:** This policy shall include bodily injury, property damage, personal injury 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
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include coverage for sexual abuse and molestation; this coverage must apply to any Subcontractor with responsibility for participant interaction in person. The policy shall be endorsed to include the following additional insured language: "Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, and Maricopa County shall be named as additional insured

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with respect to liability arising out of the activities performed by or on behalf of Subcontractor." The Policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County for losses arising from work performed by or on behalf of Subcontractor.

- b. **Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement and covering all Subcontractor officers, agents, employees, and contractors traveling for any business reason associated with this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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- The policy shall be endorsed to include the following additional insured language:
 "Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor." The Policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees and Maricopa County for losses arising from work performed by or on behalf of the Subcontractor.

- c. **Workers' Compensation and Employer's Liability:**

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

The policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County for losses arising from work performed by or on behalf of Subcontractor. This requirement shall not apply to: Separately, subcontractors exempt under A.R.S. § 23-901, AND when such subcontractors execute the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- d. **Professional Liability (Errors and Omissions Liability):**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Subcontractor warrants that any retroactive date under the policy shall precede the Origination Date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. The policy shall cover professional misconduct or lack of ordinary skill for all persons employed by Subcontractor. Professional Liability shall include Medical Malpractice for Behavioral Health Medical Practitioners.

This requirement can be met for independent contractors providing services to the Subcontractor through a policy maintained by Subcontractor or through a personal policy maintained by the independent contractor as long as the policy meets all requirements specified herein.

The policy shall be endorsed to include the following additional insured language: "Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor." The Policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its department, agencies, boards, commissions, universities and its officers, officials, agents and employees and Maricopa County for losses arising from work performed by or on behalf of the Subcontractor.

2. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:
 - a. Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County; wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by Subcontractor, even if those limits of liability are in excess of those required by this Agreement.
 - b. Subcontractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. Coverage provided by Subcontractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
3. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, permitted to lapse, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Cenpatico. Such notice shall be sent directly to Cenpatico, Attn: Contracts Department, 1501 W. Fountainhead Parkway, Suite 295, Tempe, AZ 85282, and shall be sent by certified mail, return receipt requested.

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4. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an "A.M. Best" rating of not less than A-VII. (If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) for insurance coverage, SSCIP is exempt from this A.M. Best rating requirement.) Subcontractor acknowledges that neither Cenpatico nor the State of Arizona in any way warrant that the above-required minimum insurer rating is sufficient to protect Subcontractor from potential insurer insolvency.
 5. Verification of Coverage. Subcontractor shall furnish Cenpatico with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) 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 endorsements are to be received and approved by Cenpatico 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, shall constitute a material breach of this Agreement. All certificates required by this Agreement shall be sent directly to Cenpatico, Attn: Contracts Department, 1501 W. Fountainhead Parkway, Suite 295, Tempe, AZ 85282. Cenpatico reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
 6. Subcontractors. Subcontractor shall obtain from its subcontractors separate certificates and endorsements for each subcontractor. The Subcontractor shall maintain certificates of insurance from all subcontractors and providers and ensure adequate coverage is provided throughout the term of the subcontractors' agreement. All coverages for subcontractors shall be subject to the minimum requirements identified above.
 7. Approval. Any modification or variation from the minimum insurance requirements listed in this section shall be made by Cenpatico and the Department of Administration, Risk Management Section, whose decisions shall be final. Such action will not require a formal Amendment to this Agreement, but may be made by written notice to Subcontractor.
 8. Exceptions. In the event that Subcontractor or its subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall instead provide Cenpatico with a Certificate of Self-Insurance. If Subcontractor or its subcontractor(s) is/are a State agency, board, commission or university, none of the above shall apply.
- 5.3 Subcontractor's Responsibility for Insurance and Tax Coverage Obligations. Subcontractor shall be fully responsible for all tax obligations, workers' compensation insurance, and all other applicable insurance coverage obligations as stated in this Agreement, for itself and its employees. Neither ADHS/DBHS, nor Cenpatico shall have any responsibility or liability for any such taxes or insurance coverage.
- 5.4 Applicable Taxes
1. Payment of Taxes. The Subcontractor shall be responsible for paying all applicable taxes.
 2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the

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responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. **Tax Indemnification.** Subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Subcontractor. Subcontractor shall, and shall require all subcontractors to, hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 4. **IRS W9 Form.** In order to receive payment, the Subcontractor shall have a current IRS W9 Form on file with the Cenpatico, unless not required by law.
- 5.5 **Risk of Loss.** The Subcontractor shall bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Subcontractor regardless of receipt.

ARTICLE VI

DATA, RECORDS, AUDITS, AND REPORTING REQUIREMENTS

- 6.1 **Records.** Subcontractor shall comply with all specifications for record keeping established by Cenpatico and ADHS. All books and records shall be maintained to the extent and in such detail as required by Cenpatico and ADHS. Records shall include, at a minimum, financial statements, records relating to covered behavioral health services, the quality of care, medical records, prescription files, reports, working papers used in preparing reports and other records specified by ADHS, or Cenpatico. Subcontractor shall preserve for a period of six (6) years from the date of final payment under this Agreement. If this Agreement is completely or partially terminated, Contractor shall preserve records relating to the work terminated for a period of six (6) years from the date of termination. Subcontractor shall retain records that relate to grievances, disputes, litigation, or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by ADHS, or Cenpatico, for a period of six (6) years after the date of final disposition or resolution thereof.
- 6.2 **Audits.** During the term of this Agreement, and for five (5) years thereafter, Cenpatico, ADHS, and/or the Federal Government may conduct audits to determine Subcontractor's compliance with Federal and State codes, rules, regulations and requirements. Subcontractor shall comply with all applicable policies and procedures relating to the audit of Subcontractor's records, medical audit protocols, any inspection of Subcontractor's facilities, and the surveys of behavioral health recipients and providers and reviews. Subcontractor shall submit data, reports and information for audits upon request from Cenpatico, ADHS, and/or the Federal Government. These audits include, but are not limited to, the following:

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1. **Auditor General Audits.** Subcontractor shall comply with and participate as required in the Performance Audit and other audits conducted by the Arizona Auditor General.
2. **Other Federal and State Audits.** Subcontractor shall comply with and participate as required in other Federal and State audits, including the audit of an inpatient facility.

6.3 **Inspections.** At any time during the term of this Agreement, Subcontractor shall fully cooperate with inspections by Cenpatico, ADHS, the U.S. Department of Health and Human Services, the Comptroller General, the U.S. Office of Civil Rights, or any authorized representative of the Federal or State governments. Subcontractor shall allow Cenpatico and/or any authorized representative of the Federal and State government.

1. Access to Subcontractor's staff
2. Access to books and records related to the performance of this Agreement for inspection, audit, and reproduction. This shall include allowing ADHS to inspect the records of any employee who works on this Agreement to ensure that Subcontractor is in compliance with all Federal and State Immigration laws and regulations. Subcontractor agrees to obtain any necessary releases from Behavioral Health Participants with respect to their records and the information contained therein in order to permit Cenpatico and authorized State and federal agencies access to such records.
3. On-site inspection, or other means, for the purpose of evaluating the quality, appropriateness, timeliness, and safety of services performed under this Agreement. The inspection shall be conducted at reasonable times unless the situation warrants otherwise.

6.4 **Reviews.**

1. **Cenpatico Administrative Reviews.** In its full and unfettered discretion, Cenpatico shall conduct Administrative Reviews, at least annually, of the Subcontractor.

- a. **Scope.** The Administrative Review shall include review of:
 - i. operational and financial program compliance for all programs, including but not limited to State, Federal and contractual requirements
 - ii. clinical and business practices and policies
 - iii. financial reporting systems
 - iv. quality outcomes, timeliness, and access to healthcare services, and
 - v. any other operational and program areas identified by Cenpatico

The Administrative Reviews shall be conducted to identify areas where improvements can be made and make recommendations accordingly, monitor Subcontractor's progress toward implementing mandated programs and corrective action plans, and provide Subcontractor with technical assistance if necessary.

- b. **Procedure.**

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- i. In preparation for the Administrative Review, Subcontractor shall fully cooperate with the Cenpatico Review Team by forwarding, in advance, policies, procedures, job descriptions, contracts, logs, and other information that Cenpatico may request.
 - ii. At the time of the commencement of the review, Subcontractor shall have all requested medical records available. Any documents not requested in advance by Cenpatico shall be made available upon request of the Review Team during the course of the review. Subcontractor personnel, as identified in advance, shall be available to the Review Team at all times during Cenpatico on-site review activities.
 - iii. While on-site, Subcontractor shall provide the Review Team with work space, access to telephone and internet services if available, electrical outlets and privacy for conferences.
 - iv. Following the review, Subcontractor shall be furnished a copy of the Administrative Review Report and given an opportunity to comment on any review findings prior to Cenpatico publishing the final report.
 - v. Recommendations made by the Review Team shall be implemented by Subcontractor to bring Subcontractor into compliance with Federal, State, ADHS/DBHS, and/or Agreement requirements.
 - vi. Cenpatico may conduct follow-up Administrative Reviews to determine Subcontractor's progress in implementing recommendations and achieving program compliance. Follow-up reviews may be conducted at any time after the initial Administrative Review.
- c. Quality Management Reviews. Subcontractor shall make available records and other documentation, and ensure Subcontractor's participation in, and cooperation with, any quality management reviews. This shall include participation in staff interviews
- d. SAMHSA Core Reviews (SAPT). Subcontractor shall comply with and participate as required in Cenpatico, ADHS/DBHS and Federal audits and Core Reviews of services and programs funded through the Substance Abuse Prevention and Treatment Performance Partnership Grants

6.5 MIS Standards and Performance Criteria. The Subcontractor shall use a Cenpatico approved Management Information System (MIS) to collect, analyze, integrate, and report data. The Subcontractor shall utilize electronic transactions in conformance with HIPAA requirements. Subcontractor shall, prior to implementation, notify Cenpatico of planned MIS changes, the estimated impact upon the interface process, and unit and parallel test files, if the Subcontractor plans to make any modifications that may effect any of the data interfaces. The Subcontractor shall not implement the proposed change until Cenpatico evaluates and approves the test data. Subcontractor shall notify Cenpatico in advance of the exact implementation date of all changes and cooperate with Cenpatico if Cenpatico elects to monitor MIS changes for operability and sustainability. Cenpatico shall provide Subcontractor with at least ninety (90) days notice before implementing a change to its MIS system unless Cenpatico determines that the system change must be implemented sooner, and in that instance, provide Subcontractor with as much notice as possible under the circumstances.

6.6 Shared Databases. Subcontractor shall cooperate with Cenpatico in the development of shared databases including those established in the ADHS/DBHS – Cenpatico Contract. Subcontractor shall comply with the Cenpatico administrative requirements established for use of such shared databases.

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- 6.7 **Data Integrity.** Subcontractor is required to ensure that all data submitted to Cenpatico is accurate and timely. Subcontractor is required to maintain processes and procedures to ensure accuracy and timely submission of all data.
- 6.8 **Transparency.** The Parties understand and agree that because public money makes this Agreement possible; all transactions associated with this Agreement must be financially transparent to the public and to government regulators. In addition to other reporting and record keeping requirements set forth in this Agreement, Subcontractor agrees to provide to Cenpatico, within ten (10) days of a written request, any and all additional documentation requested by, and in a form acceptable to, Cenpatico, to support any payment made or to be made by Cenpatico to Subcontractor pursuant to this Agreement.
- 6.9 **Periodic Reporting Requirements.** The Subcontractor shall submit the reports listed in Exhibit E to the Agreement to Cenpatico. The Subcontractor's submission of untimely, inaccurate, or incomplete reports shall constitute failure to report. By submitting reports to Cenpatico, the Subcontractor confirms that the information in the report is accurate and complete.
1. Subcontractor shall be subject to the following standards for determining the adequacy of required reports:
 - a. **Timeliness.** The Subcontractor shall submit reports or information on or before scheduled due dates. All required reports shall be submitted by e-mail to cbhazdeliverables@centene.com no later than 5:00 p.m. on the date due, unless otherwise noted. The Subcontractor may submit to this e-mail address a written request for an extension of a reporting deadline and include a reason for the request for extension and a proposed due date. Requests for extension shall be submitted in writing and shall be received by Cenpatico prior to the report due date. If directed by a Cenpatico department to submit a specific report to a location other than cbhazdeliverables@centene.com, the Subcontractor shall post notification of the submission to cbhazdeliverables@centene.com upon delivery to the alternate location;
 - b. **Accuracy.** The Subcontractor shall prepare and submit reports or other information in strict conformity with authoritative sources and report specifications; and
 - c. **Completeness.** The Subcontractor shall fully disclose all required information in a manner that is both responsive and relevant to the report's purpose with no material omissions.
 2. Subcontractor shall comply with all report changes specified by Cenpatico.
 3. Subcontractor shall continue to report beyond the term of the contract when necessary, including the processing of claims and encounter data because of lag time in the filing of source documents by Subcontractor.
- 6.10 **Culture Competency Trained & Cultural Competency.**
1. Behavioral Health Service providers are recruited, trained and evaluated based upon competence in linguistically and culturally appropriate skills for responding to the individual needs of each behavioral health participant and family members.
 2. Provider management reflects cultural diversity in values and action

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3. Provider management strive to improve through periodic cultural self-assessment and modify individual services or the system as a whole as needed to achieve this goal.

6.11 Business Continuity Plan

1. Subcontractor is required to develop a Business Continuity Plan that is reviewed and updated on an annual basis and to deal with unexpected events that may negatively and significantly affect its ability to adequately serve members. This plan shall, at a minimum include planning and training for:
 - a. A process to notify staff quickly of a disaster when necessary, such as an employee Call Tree;
 - b. An alternate site(s) for business operations to resume, if the property is destroyed in a disaster.
 - c. A process in place to ensure participants' medical records are secure and back-up medical records are available, in the event medical records are destroyed in a disaster.
 - d. An updated phone list with emergency contact numbers.
 - e. Procedures to prevent the spread of communicable diseases during a pandemic alert.
 - f. Key succession and performance planning if there is a sudden significant decrease in Subcontractor's workforce.
 - g. Alternative methods to ensure there are products in the supply chain.
 - h. An up to date list of company contacts and organization chart, upon request.
 - i. Procedures to ensure provision of critical services during a pandemic or other disaster.
2. The Business Continuity Plan shall be reviewed annually by the Subcontractor. The Subcontractor is required to submit the annual plan to Cenpatico within 10 days of the implementation of this Agreement and August 15th each year thereafter;
3. The Subcontractor is required to ensure all key staff will be trained and familiar with the plan;
4. The Subcontractor is required to prepare adequate Business Continuity Plans and review the plans annually, updating them as needed. The Subcontractor plans shall, at a minimum, address the factors in 6.16.1 as they apply to the management services subcontractors.

ARTICLE VII

FINANCIAL CONSIDERATIONS

- 7.1 **Cost Record Keeping System.** Subcontractor shall maintain a cost record keeping system.
- 7.2 **Payment Obligations.** The Subcontractor shall pay and perform all of its obligations and liabilities when and as due, provided, however, that if and to the extent there exists a bona fide dispute with any party to whom the Subcontractor may be obligated, the Subcontractor may contest any obligation so disputed until final determination by a court of competent jurisdiction; provided, however, that the Subcontractor shall not permit any judgment against it or any levy, attachment, or process against its property, the entry of any order or judgment of receivership, trusteeship, or conservatorship or the

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entry of any order to relief or similar order under laws, pertaining to bankruptcy, reorganization, or insolvency, in any of the foregoing cases to remain undischarged, or unstayed by good and sufficient bond, for more than fifteen (15) days.

- 7.3 **Availability of Funding.** Payments to be made by Cenpatico pursuant to this Agreement are conditioned upon the availability to Cenpatico of funds authorized for expenditure in the manner and for the purposes provided herein. No legal liability for any payment on the part of Cenpatico, its corporate parents, subsidiaries or affiliates, may arise under this Agreement until funds are made available by the State for performance of this Agreement. Cenpatico shall not be liable for any purchases, leases, agreements, or subcontracts entered into by the Subcontractor in anticipation of funding. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. Moreover, should the State for any reason reduce the appropriations intended to apply to the performance of this Agreement for the current State Fiscal Year, Cenpatico may, at its sole election, take any of the following actions: (1) negotiate with Subcontractor for a reduced price or contract amount; or (2) terminate this Agreement or any of its Attachments in whole or in part
- 7.4 **Compensation.** Cenpatico shall compensate Subcontractor for the Covered Behavioral Health Services provided to Behavioral Health Participants in accordance with the terms of this Agreement. The method and amount of compensation and/or other consideration shall be provided in Exhibit B, "Method of Payment," to this Agreement, which may be amended or supplemented from time to time pursuant to the terms of this Agreement.
- 7.5 **Recoupment Rights.** Except as may otherwise be specifically provided in this Agreement, Cenpatico shall have the right to immediately recoup any and all amounts owed by Subcontractor to Cenpatico against amounts owed by Cenpatico to Subcontractor. This right shall include, without limitation, Cenpatico's right to recoup the following amounts owed to Cenpatico by Subcontractor: (i) amounts owed by Subcontractor due to overpayments or payments made in error by Cenpatico; (ii) amounts owed by Subcontractor in connection with any other prior, existing or future agreement between Subcontractor and Cenpatico or any Cenpatico affiliate; (iii) amounts owed by Subcontractor in relation to under-delivery of services or failure to provide encounter value equal to payment. As a material condition to Cenpatico's obligations under this Agreement, Subcontractor agrees that all recoupment and any offset rights pursuant to this Agreement shall be deemed to be and to constitute rights of recoupment authorized in State or federal law or in equity to the maximum extent possible under law or in equity and that such rights shall not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Subcontractor. The Subcontractor shall comply with the protocols established in the AHCCS ACOM Manual 12-1 Recoupment Request Policy.
- 7.6 **Recoupment and Sanctions.** Any recoupments, sanctions, fines, etc. imposed by Cenpatico shall be either reimbursed to Cenpatico upon demand, or deducted from the Subcontractor's payment at the sole discretion of Cenpatico. This includes any recoupments, sanctions, fines, etc. imposed upon Cenpatico under its contract with ADHS/DBHS and passed through to the Subcontractor. Payment is due on demand as specified in the written notice. Subcontractor shall have the right to formally dispute a sanction imposed by Cenpatico as outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition, Section 5.6.

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- 7.7 Right of Offset. Cenpatico shall be entitled to offset against any sums due the Subcontractor, any expenses or costs incurred by Cenpatico, or damages assessed by Cenpatico concerning the Subcontractor's non-conforming performance or failure to perform this Agreement, including expenses, costs and damages described in Exhibit C, Uniform Terms and Conditions.
- 7.8 Profit Corridor. Prevention Providers shall not retain profit from federal SAPT block grant funds.
- 7.9 Evergreen Contract Financial Considerations. In the event this Agreement is not amended before the close of the State Fiscal Year, the financial considerations as outlined in Exhibit B of the most recently executed contract will be extended indefinitely on a pro rata basis until the Managed Behavioral Health Care Agreement is amended or terminated in accordance with the terms of this Agreement. In the event the Evergreen contract financial considerations are in effect, the payment structure will be equivalent to 1/12th of the annual contract amount or the amount specified in the payment schedule identified in Exhibit B.
- 7.10 Financial Reporting and Viability Measures. Subcontractor shall meet the following financial viability standards, on a monthly basis. The Defensive Interval must be greater than or equal to fifteen (15) days. The Defensive Interval is calculated as follows: $\text{Defensive Interval} = (\text{Cash} + \text{Cash Equivalents}) \div ((\text{Operating Expense} - \text{Non Cash Expense}) / (\text{Period Being Measured in Days}))$. The Current Ratio must be greater than or equal to 1.00. The Current Ratio is calculated as follows: $\text{Current Ratio} = \text{Current Assets} \div \text{Current Liabilities}$.
- 7.11 Block Payment Requirements. Subcontractors paid on a block payment methodology as identified in Exhibit B shall meet the following requirements. The Subcontractor must successfully produce encounter value for services actually rendered that are equal or greater than to 100% of the prospective block payments. Cenpatico will reconcile payments to encounter data and may adjust, withhold, or recoup funding, based on performance against encounter value requirements. The Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year (July 1 to June 30) for the provision of covered services, as defined by ADHS/DBHS, as indicated. The Subcontractor agrees to manage the block payment allocations to ensure consistent provision of services throughout the term of this Agreement. Block payment service payments, as specified in Exhibit B, will be processed for payment on or about the 15th day of the month. All checks will be mailed via standard US mail. Cenpatico reserves the right to charge a special handling fee of \$30 per check mailed or delivered other than via standard US mail.

The Subcontractor acknowledges and agrees to accept the maximum payment specified and agrees to the terms of said payment arrangement. The Subcontractor may be subject to a withhold to be determined by Cenpatico, and at the discretion of Cenpatico when year-to-date prorated encounter value does not equal year-to-date contract value thresholds established by Cenpatico. All encounters will be applied to ADHS/DBHS prescribed Fund Types. Subcontractor shall be subject to recoupment for insufficient encounter value related to each individual Fund Type. Over delivery of encounter value in one Fund Type can not be used to offset under delivery in another Fund Type, except as allowed under statute. Any exceptions to this requirement shall be at the sole discretion of Cenpatico. Block Payment allocation includes the provision of all services covered under the Block Payment as defined in this Agreement and provided through any and all facilities operated by Subcontractor in Arizona, regardless of the location of the facilities. No additional dollars will be made available for services performed in facilities outside Cenpatico Geographic Service Areas.

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- 7.12 **Block Purchase Requirements.** Subcontractors paid on a block purchase methodology as identified in Exhibit B shall meet the following requirements. The Subcontractor must successfully produce encounters to support block purchase amount and reflect all services performed under the block purchase. Specific Block Purchased Crisis services as identified in Exhibit B do not require 100% encounter value submission. The Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year (July 1 to June 30) for the provision of Covered Services. The Subcontractor agrees to manage the block purchase allocations to ensure consistent availability and provision of services throughout the term of this Agreement. Block purchase service payment, as specified herein, will be processed for payment on about the 15th day of the month. All checks will be mailed via standard US mail. Cenpatico reserves the right to charge a special handling fee of \$30.00 per check mailed or delivered other than via standard US mail. Subcontractor acknowledges and agrees to accept the maximum payment specified and agrees to the terms of such payment arrangements.
- 7.13 **Third Party-Antitrust Violations.** The Subcontractor assigns to Cenpatico any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Subcontractor, toward fulfillment of this Agreement.

ARTICLE VIII

NON PERFORMANCE PROVISIONS

- 8.1 **Corrective Actions.** Subcontractor shall comply with corrective action when Cenpatico determines that Subcontractor has not fulfilled its obligations under this Agreement. The need for corrective action may be identified through various means, including but not limited to: grievance and appeals information; quality management; problem resolution; financial information; Administrative Reviews; failure to meet the MPS for any measure; a significant decrease in performance on any measure that cannot be justified; failure to demonstrate improvement toward meeting MPS; or information obtained in any other contract deliverable or investigation. Cenpatico shall give Subcontractor written notice through a Corrective Action Letter that an issue requiring corrective action has been identified and that a Corrective Action Plan is required. The Corrective Action Letter and the Corrective Action Plan shall be the means of communication between Cenpatico and the Subcontractor regarding resolution of the identified issue(s). The Corrective Action Letter will specify the corrective action(s) required to bring Subcontractor's performance into compliance with Agreement requirements on the identified issue(s), the documentation required to substantiate that the corrective actions have been completed, and the period of time during which the Subcontractor implement the required corrective action(s). If, at the end of the specified time period, Cenpatico determines that the Subcontractor has complied with the Corrective Action Letter requirements, Cenpatico will take no further action with respect to the imposition of sanctions. If, however, Cenpatico determines that the Subcontractor has not complied with the Corrective Action Letter requirements, Cenpatico may proceed with the imposition of sanctions.
- 8.2 **Performance Sanctions.** Cenpatico may impose financial sanctions for failure to comply with the terms of this Agreement, or requirements set forth in the documents incorporated by reference, or failure to comply with a Corrective Action Letter. Sanctions shall be assessed according to the severity of the violation. Cenpatico shall determine, at its sole discretion, the amount of the sanction.

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Subcontractor shall have the right to challenge sanctions pursuant the terms of this Agreement. Cenpatico shall provide a written notice of sanction to Subcontractor specifying the sanction, the grounds for the sanction, identification of any subcontracted providers involved in the violation, the amount of funds to be withheld from the Subcontractor's payments, and the steps necessary to avoid future sanctions. Subcontractor shall complete all steps necessary to correct the violation within the time frame established by Cenpatico in the notice of sanction to avoid additional penalties or corrective actions.

8.3 General Service Provision Sanctions. Unless explicitly stated otherwise in this Agreement or document incorporated by reference, at Cenpatico's discretion, all subcontractors are subject to the following sanctions:

1. Three thousand dollar (\$3,000.00) fine for failure to implement corrective action(s) by the specified due date, plus \$50.00 for each day beyond the date the corrective action was due and until such corrective action is implemented.
2. One hundred dollar (\$100.00) fine per person per day for an unexcused absence from a training or failure to send an alternate once enrollment has been approved.
3. Three thousand dollar (\$3000.00) fine for failure to respond to an Issue Resolution within the time frame specified by ABHS/DBHS.
4. Additional monthly penalties for failure to correct the violation within the timeframes established in the notice of sanction, which at Cenpatico's discretion, may be equal to or greater than the following: the original penalty amount multiplied by one (1) plus the number of additional months (or portion of a month) during which the violation continues. (For example: If one month past the timeframe in the notice of sanction the Subcontractor has not corrected the violation(s), Cenpatico may imposed an additional penalty of the original penalty amount times two (one plus one month). If two months pass and the Subcontractor still has not corrected the violation(s), Cenpatico may impose yet another penalty of the original penalty amount times three (one plus two months).)

8.4 Sanctions Imposed by State or Federal Authorities. If any state or federal authority imposes a sanction against Cenpatico, for any act or omission that Subcontractor was prohibited or required (respectively) to perform pursuant to this Agreement, Cenpatico may, in addition to any other remedies available under this Agreement, impose a sanction against Subcontractor in an amount equal to the amount of any such sanction imposed on Cenpatico. Cenpatico will not levy these sanctions upon Subcontractor until such time as the sanctioning authority actually imposes sanctions upon Cenpatico. If any such sanction applies to more than one subcontractor and the sanctioning authority does not delineate individual subcontractor responsibility, Cenpatico may apportion sanctions to Subcontractor based on an equitable method that accounts for the Subcontractor's share of responsibility. Any dispute regarding Subcontractor's liability for a sanction imposed under this Agreement shall be resolved through the Provider Payment Dispute process outlined Section 9.20 of this Agreement.

8.5 Performance Credit for Failure to Comply with Exhibit E. Subcontractor has agreed to the time frame for deliverables (the "Deliverables") as set forth in Exhibit E. In the event Subcontractor fails to provide the Deliverables in accordance with Exhibit E, Subcontractor shall be liable for a performance

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credit for such delay in the amount of \$1,500.00 per incident and \$50.00 per day for each day beyond the due date of the Deliverable and until Subcontractor provides the Deliverable to Cenpatico.

- 8.6 Escalating Sanctions. If Subcontractor violates the same provision in this Agreement, including any provision of an Attachment, on three (3) or more occasions within twelve (12) consecutive months, Cenpatico, at its sole discretion, may apply an automatic sanction of \$3,000.00 on the third (3rd) occurrence. For each violation after the third (3rd) occurrence, Cenpatico may double the sanction from the previous occurrence.
- 8.7 Administration of Sanction Payments. Any amounts due and owing to Cenpatico under this Article VIII may be offset by Cenpatico against any payments due Subcontractor under this Agreement from the next monthly payment until the full amount is paid. Subcontractor and Cenpatico each acknowledge that the payments described in this Article VIII constitute liquidated damages for the loss of a bargain, are not penalties, and are a reasonable approximation of Cenpatico's damages under the circumstances, as can best be determined as of the date hereof. Cenpatico shall have the right to impose such an offset even if Subcontractor contests the sanction; provided, however, that if the sanction is reduced or eliminated following a Provider Payment Dispute, Cenpatico shall pay any such sums within 30 days of the final resolution of the dispute process. Any sanction imposed by a State or federal authority and passed through to Subcontractor shall be reimbursed to Cenpatico upon demand, or, at Cenpatico's election, may be offset against any payments due to Subcontractor under this Agreement.
- 8.8 Notice to Cure. Cenpatico may issue a notice to cure for failure to remedy any non-performance or inadequate performance under this Agreement. The notice to cure shall stipulate the required response and timeframe required for the remedy. Failure to meet the requirements of the notice to cure may result in a notice of termination.
- 8.9 Right to Assurance. If Cenpatico in good faith has reason to believe that the Subcontractor does not intend to, or is unable to perform or continue performing under this Agreement, Cenpatico may demand in writing that the Subcontractor give a written assurance of intent to perform. Failure by the Subcontractor to provide written assurance within the number of Days specified in the demand may, at Cenpatico option, be the basis for terminating the Agreement, or other rights and remedies available by law or provided by the Agreement.
- 8.10 Stop Work Order. Cenpatico may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by Cenpatico after the order is delivered to the Subcontractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is cancelled or the period of the order or any extension expires, the Subcontractor shall resume work. Cenpatico shall make an equitable adjustment to the compensation in Exhibit B, and the Agreement shall be amended in writing accordingly.
- 8.11 Non-exclusive Remedies. The rights and the remedies of Cenpatico under this Agreement are not exclusive.

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- 8.12 Nonconforming Tender. Services supplied under this Agreement shall fully comply with the Agreement. The delivery of services or a portion of the services that do not fully comply constitutes a breach of contract. On delivery of nonconforming services, Cenpatico may terminate the Agreement for default under applicable termination clauses in the Agreement, exercise any of its rights and remedies under the Agreement, or pursue any other right or remedy available to it.

ARTICLE IX

TERM, TERMINATION AND DISPUTE RESOLUTION

- 9.1 Term and Voluntary Termination. This Agreement shall commence on the Effective Date and continue in effect until the following September 30th ("Initial Term"). On October 1st of each year, this Agreement and any Attachments will automatically renew for one (1) year periods ("Renewal Term"(s)), unless: (1) either party gives notice to the other of its intent not to renew this Agreement, or an Attachment individually, no fewer than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term of this Agreement or such Attachment, as applicable; or (2) this Agreement or its Attachments are terminated pursuant to other provisions herein.
- 9.2 Elective Termination. Either party may elect to terminate this Agreement for any reason with ninety (90) days prior written notice, delivered by certified mail, to the other party.
- 9.3 Termination Upon Mutual Agreement. This Agreement may be terminated by mutual written agreement of the Parties effective upon the date specified in the written agreement. If the parties cannot reach agreement regarding an effective date for termination, Cenpatico will determine the effective date.
- 9.4 Cancellation for Conflict of Interest. Cenpatico may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Cenpatico is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee or a consultant to Subcontractor with respect to the subject matter of this Agreement. The cancellation shall be effective when the Subcontractor receives written notice of the cancellation unless the notice specifies a later time.
- 9.5 Termination for Improper Gratuities. Cenpatico may, by written notice, terminate this Agreement, in whole or in part, if Cenpatico determines that employment or a Gratuity was offered or made by the Subcontractor or a representative of the Subcontractor to any officer or employee of Cenpatico for the purpose of influencing the outcome of the securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about contract performance. Cenpatico, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Subcontractor.
- 9.6 Termination for Suspension or Debarment. Cenpatico may, by written notice to the Subcontractor, immediately terminate this Agreement if Cenpatico determines that the Subcontractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement

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unit or other governmental body. Execution of this Agreement shall attest that the Subcontractor is not currently suspended or debarred. If the Subcontractor becomes suspended or debarred, the Subcontractor shall immediately notify Cenpatico.

- 9.7 Termination for Convenience. Cenpatico reserves the right to terminate this Agreement, in whole or in part at any time, at the sole discretion of Cenpatico when in the best interests of Cenpatico without penalty or recourse. Upon receipt of the written notice, the Subcontractor shall stop all work, as directed in the notice, and minimize all further costs to Cenpatico. In the event of termination under this paragraph, all documents, data and reports prepared by the Subcontractor under this Agreement shall become the property of and be delivered to Cenpatico upon demand. The Subcontractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.8 Termination for Default. In addition to the rights reserved in this Agreement, Cenpatico may terminate this Agreement in whole or in part due to the Subcontractor's failure to comply with any term or condition of the Agreement; to acquire and maintain all required insurance policies, bonds, licenses and permits; or to make satisfactory progress in performing the Agreement. Cenpatico shall provide written notice of the termination and the reasons for it to the Subcontractor. Upon termination under this paragraph, keep, documents, data, and reports prepared by the Subcontractor under this Agreement shall become the property of and copies be delivered to Cenpatico on demand. Cenpatico may, upon termination of this Agreement, purchase, on terms and in the manner that is deems appropriate, materials or services to replace those under this Agreement. The Subcontractor shall be liable to Cenpatico for any excess costs incurred by Cenpatico in purchasing materials or services in substitution for those due from the Subcontractor.
- 9.9 Termination Due to Termination of ADHS/DBHS – Cenpatico Contract. Subcontractor acknowledges that this Agreement is subject to automatic termination upon the expiration or termination of the ADHS/DBHS – Cenpatico Contract.
- 9.10 Voidability of Agreement. The Agreement is voidable and subject to immediate termination by Cenpatico upon the Subcontractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the Agreement without the prior written approval of Cenpatico.
- 9.11 Termination Following Notice to Cure.
1. Notice to Cure. Cenpatico reserves the right to cancel the whole or any part of this Agreement due to Subcontractor's failure to carry out any material obligation, term, or condition of this Agreement, following receipt of a written notice to cure any such failure. By way of example (but not limited to this list), Cenpatico shall issue a written notice to cure to Subcontractor for acting or failing to act as in any of the following:
 - a. Subcontractor fails to adequately perform the services set forth in this Agreement;
 - b. Subcontractor fails to complete the work required or to furnish the materials required within the time stipulated by this Agreement;
 - c. Subcontractor fails to make progress in the performance of the contract and/or gives

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Cenpatico reason to believe the Subcontractor will not or cannot perform to the requirements of the contract.

2. Response to Notice to Cure. Upon receipt of the written notice to cure, Subcontractor shall have ten (10) days to provide a satisfactory response to Cenpatico. Subcontractor's failure to adequately address all issues of concern may result in Cenpatico resorting to any single or combination of the following remedies:
 - a. Terminate the Agreement due to failure by the Subcontractor to carry out any material obligation, term or condition of the Agreement;
 - b. Reserve all rights or claims to damage for breach of any covenant of the Agreement; or
 - c. Perform any test or analysis on records, data, or materials for compliance with the specifications of the Agreement. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Subcontractor.

9.12 Immediate Termination by Cenpatico. Notwithstanding anything herein to the contrary, Cenpatico may immediately terminate this Agreement, in whole or in part, upon written notice to Subcontractor as follows:

1. If Subcontractor will lose, relinquish, or have materially affected any licensure or certification necessary to provide Covered Behavioral Health Services in the State, with such termination to be effective upon the effective date of such loss, relinquishment or material effect;
2. If Subcontractor or any of its agents or managing employees is convicted of a criminal offense related to that person's involvement in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded in any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
3. In the event of: (i) imminent harm to patient health; (ii) an action by a State medical board, a medical or other licensing board, or a government agency that may impair Subcontractor's ability to provide Covered Behavioral Health Services; or (iii) Subcontractor's conviction of fraud or malfeasance;
4. If Subcontractor assigns or delegates this Agreement without Cenpatico's prior written approval; or
5. If Subcontractor breaches its warranty that it complies with all Federal and State immigration laws and regulations.

9.13 Rights and Obligations Upon Termination: In addition to the requirements stated in this Agreement, Subcontractor shall comply with the following provisions:

1. Upon issuing or receiving a notice of non-renewal or notice of termination, and until the effective date of such notice, Subcontractor shall perform work consistent with the requirements of this Agreement and in accordance with a written transition plan approved by Cenpatico for the orderly transition of eligible and enrolled persons to another Provider. The written transition plan will specify the timing of the transition of Behavioral Health Participants to another provider, as well

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as the reductions in Subcontractor's compensation that correlate to the reduced quantity of Behavioral Health Services that the Subcontractor provides as Behavioral Health Participants are transitioned to other Providers during the transition period.

2. Subcontractor shall be paid the Agreement price for all services and items completed as of the effective date of the notice of termination and shall be paid its reasonable and actual costs for work in progress as determined by GAAP; however, no such amount shall cause the sum of all amounts paid to Subcontractor to exceed the compensation limits set forth in the Agreement.

- 9.14 Transition Reporting and Tracking Requirements. The Subcontractor shall report and track all persons transitioned due to a contract, program or service change, suspension, limitation or termination to ensure service continuity. Required elements to be reported and tracked include: Name, Title XIX/XXI status, date of birth, population type, current services that the Behavioral Health Participant is receiving, services that the Behavioral Health Participant should be receiving, new agency involved, evidence that person has received written notification of the change, evidence of any terminations found or resulting from the transition, the date of first appointment and activities to re-engage persons. Other elements to be tracked may be added based on the particular circumstances.
- 9.15 Cenpatico's Rights Following Agreement Cancellation. If the Agreement is cancelled, Cenpatico reserves the right to purchase materials or to complete the required work. Cenpatico may recover any reasonable excess costs resulting from these actions from the Subcontractor by deduction from an unpaid balance and any other remedies as provided by law.
- 9.16 Cenpatico Right to Contract with an Alternate Subcontractor. In accordance with A.R.S. § 36-3412(D) and in addition to any other rights provided by law or under this Agreement, upon a determination by Cenpatico that Subcontractor has failed to perform any requirements of this Agreement that materially affect the health, safety or welfare of behavioral health participants, Cenpatico may, immediately upon written Notice to the Subcontractor, directly locate an alternative the Subcontractor for so long as necessary to ensure the uninterrupted care to behavioral health participants and to accomplish the orderly transition of behavioral health participants to a new or existing Subcontractor's, or until the Subcontractor corrects the Agreement performance failure to the satisfaction of Cenpatico.
- 9.17 Impact on Indemnification. In the event of expiration or termination or suspension of this Agreement by Cenpatico, the expiration or termination or suspension shall not affect the obligation of the Subcontractor to indemnify Cenpatico for any claim by any third party against Cenpatico or ADHS arising from the Subcontractor's performance of this Agreement and for which the Subcontractor would otherwise be liable under this Agreement.
- 9.18 Effect of Termination. If this Agreement expires or terminates pursuant to the provisions of Article IX, then this Agreement, along with all Attachments, shall terminate on the applicable expiration or termination date, subject certain obligations that survive the contract termination as expressly provided in this Agreement or as identified in the Survival section below.
- 9.19 Survival. The following provisions shall survive termination of this Agreement: Section 4.22 (Complaint, Grievance, and Appeal Processes); Section 5.1 (General Requirements and Indemnification); Section 6.1 (Records); Article VII (Financial Considerations); Section 9.17 (Transition

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Obligations); Section 9.20 (Provider Payment Disputes); Section 9.21 (Dispute Resolution), and Section 10.16 (Confidentiality of Information).

9.20 **Provider Payment Disputes.** Provider payment disputes and sanction disputes (collectively, "Provider Payment Disputes") shall be resolved through the process and procedures identified in Section 5.6 of the ADHS/DBHS Provider Manual-Cenpatico Edition for resolving provider claim disputes. Subcontractor may appeal a Cenpatico decision regarding a Provider Payment Dispute in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor shall carry out ADHS/DBHS, or Cenpatico decisions issued with respect to a Provider Payment Dispute.

9.21 **Dispute Resolution.** All Provider Payment Disputes shall be resolved through the applicable processes identified in the section above. In the event that any Party asserts that there exists any claim or controversy other than a Provider Payment Dispute that arises out of this Agreement or relating to the Parties' relationship under this Agreement, such party shall first send a written notice to the other party specifying the nature of the asserted dispute (the "Notice of Dispute") and requesting a meeting to attempt to resolve the dispute. The Notice of Dispute shall set forth the nature of the dispute in detail and shall identify any relevant documents which the party giving the Notice of Dispute knows of at that time. The Parties shall promptly meet and shall engage in good-faith efforts to resolve the dispute without the need to commence arbitration. If no such resolution is reached within thirty (30) days after delivery of the Notice of Dispute, any party to the dispute may thereafter commence arbitration in accordance with the Rules and Procedures for Arbitration of the American Arbitration Association ("AAA") relating to commercial arbitration disputes. Except for Provider Payment Disputes, which shall be resolved through the applicable administrative review process, arbitration proceedings shall be the sole and exclusive remedy for all disputes arising out of and relating to this Agreement. Notwithstanding the foregoing, all claims raised in a Notice of Dispute shall be deemed waived if arbitration is not initiated within one year of the date of the Notice of Dispute.

The Parties agree that any arbitration proceeding will be conducted at a location within the State designated by Cenpatico. The arbitration shall be before a single arbitrator who is mutually acceptable to the parties or, absent an agreement on an arbitrator, who is appointed by the AAA. The arbitrator shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and shall be bound by controlling law. The prevailing party shall be entitled to recover from the losing party any costs related to the arbitration, including attorneys' fees and costs. The existence of a Notice of Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Notwithstanding any dispute arising under this Agreement, each party hereto shall continue to perform its obligations hereunder pending the decision of the arbitrator unless otherwise terminated pursuant to the termination provisions of this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 **Uniform Terms and Conditions Incorporated.** The Uniform Terms and Conditions, contained in Exhibit C to this Agreement, are hereby incorporated into the terms of this Agreement, provided that all obligations imposed therein upon "Contractor" shall be construed as applying to Subcontractor for

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purposes of this Agreement. It is expressly agreed that the Uniform Terms and Conditions contained therein shall prevail over the terms of any other conflicting provision in this Agreement or any other document relating to or a part of this Agreement.

- 10.2 **Relationship of Parties.** The relationships among Subcontractor and Cenpatico are those of independent contractors. None of the provisions of this Agreement are intended to create, or to be construed as creating, any agency, partnership, joint venture, or employee-employer relationship. Notice to, or consent from, any third party, including Behavioral Health Participants, shall not be required to make any termination or modification of this Agreement effective.
- 10.3 **Use of Name.** The Parties acknowledge that each has a proprietary interest in its legal and business names. Neither party shall use the other's name without the prior written consent of the other party, provided that Cenpatico shall be permitted to use Subcontractor's name, business address, business telephone number, business facsimile number, licensure and a description of its services in Cenpatico Behavioral Health Participant information materials, including Subcontractor directories, as Cenpatico may reasonably deem as necessary to satisfy Cenpatico's obligations under the ADHS/DBHS Provider Manual-Cenpatico Edition and federal and State law.
- 10.4 **Lobbying.** Subcontractor shall not use funds paid to Subcontractor by Cenpatico, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of the State or a Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in connection with awarding of any Federal or State contract, the making of any Federal or State grant, the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal or State contract, grant, loan, or cooperative agreement.
- The Subcontractor shall not use funds paid to the Subcontractor by Cenpatico, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of any State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in which it asserts authority to represent ADHS or advocate the official position of ADHS in any matter before a State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature.
- 10.5 **Assignment; Delegation of Duties; Subcontracting.** This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, successors, and assigns Except as otherwise provided in this section, Subcontractor shall not subcontract or otherwise delegate its duties under this Agreement without the prior written consent of Cenpatico and any other parties as may be required by the Exhibit C, Uniform Terms and Conditions. Cenpatico allows Subcontractors to subcontract for transportation, transcription, and interpretation services only. Subcontractor shall establish a method to ensure the quality and competency of vendors of transportation, transcription and interpretation services. Subcontractor may not subcontract for any other service without special permission from Cenpatico. Subcontractor agrees that any subcontract or delegation of duties shall incorporate all applicable terms of this Agreement and Attachments as obligations of the Subcontractor's subcontractor or designee.
- 10.6 **Headings.** The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define, or extend the specific terms of the section so designated.

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- 10.7 **Order of Precedence.** In the event of any conflict between this Agreement and the ADHS/DBHS Provider Manual-Cenpatico Edition, this Agreement shall control, provided that in the event of any conflict between this Agreement and any Attachment hereto, the Attachment shall be controlling as to the subject matter described in that Attachment
- 10.8 **Third Party Beneficiary.** This is an agreement between Cenpatico and Subcontractor. Except as specifically provided in this Agreement, including, but not limited to, as provided herein with respect to the State, Cenpatico and Subcontractor do not intend to create in any third party any right to enforce this Agreement or to collect for losses or damages under this Agreement.
- 10.9 **Changes within the General Scope of the Agreement.** Cenpatico may, at any time, by written notice to Subcontractor, make changes within the general scope of this Agreement. If any change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, the Subcontractor shall assert its right to such adjustment within thirty (30) days from the date of receipt of the change notice. Any dispute or disagreement arising from the notice shall be treated as a contract claim and shall be settled in accordance with Section 9.21 of this Agreement. When Cenpatico issues an Amendment to modify this Agreement, and the Subcontractor does not assert a right to an adjustment in the Agreement compensation and/or other dispute or disagreement with Cenpatico's notice to Subcontractor, the provisions of the Amendment shall be deemed to have been accepted sixty (60) days after the date of mailing by Cenpatico, even if Subcontractor has not signed the Amendment. If the Subcontractor refuses to sign the Amendment, Cenpatico may exercise its remedies under this Agreement.
- 10.10 **Entire Agreement.** This Agreement, together with all Attachments and documents incorporated by reference, contains all the terms and conditions agreed upon by the Parties and supersedes all other agreements, oral or otherwise, of the Parties, regarding the subject matter of this Agreement.
- 10.11 **Severability.** The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- 10.12 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 10.13 **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid or by recognized courier service, addressed as follows:

Cenpatico	Gila County Health Department
Attn: Terry Stevens, CEO	Attn: Michael A. Pastor, Chairman, Board of Supervisors
1501 W. Fountainhead Parkway Suite 295 Tempe, Arizona 85282	1400 Ash Street Globe, Arizona 85501

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or to such other address as either party may designate in writing, or as required by Exhibit C, Uniform Terms and Conditions.

- 10.14 **Contingency.** This Agreement shall be contingent upon the approval of its terms by any necessary governmental agency. This Agreement shall be deemed to be a binding letter of intent if Cenpatico has not received necessary regulatory approval as of the date of the execution of this Agreement.
- 10.15 **Force Majeure.** Except for the payment of sums due, neither party shall be liable or deemed to be in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. Force Majeure shall not include the following occurrences:
1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance this force majeure term and condition; or
 3. Inability of the Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 10.16 **Confidentiality of Information.** The Parties acknowledge that each party may disclose confidential and proprietary information to the other in the course of performance of this Agreement. All information not otherwise publicly available which is jointly developed by the Parties pursuant to this Agreement or disclosed by one party to the other in the course of performance of this Agreement shall be deemed confidential and shall not be disclosed by the receiving party to any third party without the disclosing party's prior written consent.
- 10.17 **Calculation of Time.** The Parties agree that for purposes of calculating time under this Agreement, any time period of less than eleven (11) days shall be deemed to refer to business days unless and any time period of eleven (11) days or more shall be deemed to refer to calendar days.

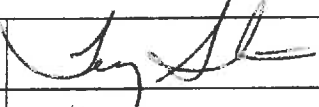
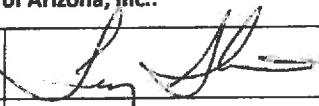
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- 10.18 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Cenpatico or the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for Cenpatico or the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Agreement. This provision applies to work performed by subcontractors at all tiers.
- 10.19 Governing Law. This Agreement will be deemed to have been executed and delivered in Arizona, and the laws of the State will govern the enforcement and interpretation of this Agreement excluding choice of law provisions that would apply the law of any other jurisdiction.
- 10.20 No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 10.21 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Agreement and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. ADHS/DBHS shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Subcontractor shall notify Cenpatico, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Subcontractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Subcontractor or its subcontractor(s) to any entity not Cenpatico or the State without Cenpatico's express written authorization.
- 10.22 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the State. The Subcontractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Subcontractor shall not use or release these materials without Cenpatico's prior written consent.
- 10.23 Authority. The Parties whose signatures are set forth below represent and warrant that they have the ability, authority, skill, expertise and capacity to perform the services specified in this Agreement and that they are duly empowered to execute this Agreement.
- 10.24 Certification of Truthfulness of Representation. By signing this Agreement, the Subcontractor certifies that all representations set forth herein are true to the best of its knowledge.

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THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the first day or the fifteenth day of the month, whichever date immediately follows the date both Parties have signed this Agreement.

Cenpatico Behavioral Health of Arizona, LLC:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Michael A. Pastor
Title:	CEO	Title:	Board of Supervisors
Date:	3/31/14	Date:	
		Tax ID:	86-6000444
Cenpatico of Arizona, Inc.:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Bryan Chambers
Title:	President & CEO	Title:	Deputy Attorney Principal
Date:	3/31/14	Date:	

January 1, 2014

**CENPATICO
PREVENTION SERVICES
COVER SHEET**

The enclosed documents are made and entered into between ***Cenpatico Behavioral Health of Arizona, LLC, Cenpatico of Arizona, Inc., and***

GILA COUNTY

Listed below are the items that are included in your contract:

- Boilerplate: Prevention Services Agreement, Requires signature page 42 & verification of notices block
- Exhibit A: Scope of Work
- Exhibit B: Method & amount of compensation
- Exhibit C: Uniform Terms and Conditions
- Exhibit E: Deliverables
- Exhibit F: CLAS Standards
- Exhibit G: State of Arizona Uniform Terms and Conditions:
- Exhibit K: Business Associates Agreement, please sign page 9



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

Regular BOS Meeting**Meeting Date:** 04/15/2014

Submitted For: Malissa Buzan, Community Services Division Director
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division **Division:** WIA Department

InformationRequest/Subject

Intergovernmental Agreement between Gila County and the Town of Kearny.

Background Information

Access Points are employment information centers which were launched by the Department of Labor under the Workforce Investment Act. The initiative was part of an effort to create local outreach centers where job seekers could access workforce development services in their local communities. This concept created a unique opportunity for community agencies and the One-Stop System to engage and partner to promote access to the workforce system.

An incentive grant from the Arizona Department of Economic Security shall fund this initiative.

Evaluation

While each Access Point offers a unique set of resources (depending on the participating partners), all Access Points offer free computer and Internet access for the purpose of job searching. Access Points connect job seekers to both employment and community resources in a convenient location and close to home.

Gila County agrees to provide:

- access to employment resources;
- training to help job seekers with job search;
- personal contacts in and connections to the One-Stop Centers, staff and key partners;
- inspection of the locations and signage for location;
- training of staff to help job seekers with job search activities;
- equipment maintenance;
- supplies, Access Point signage; and
- desktop computers (Microsoft Program with Internet access), printer, computer desk and chair

(Access Point) agrees to:

- host a publicly accessible Access point consisting of a computer with Internet access and Point of Contact trained by workforce system staff;
- help job seekers as needed and staff availability;
- publicize job seeker services to the Access Point's community;
- send staff to initial training;
- submit sign-in sheets monthly to document activities;
- assure that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
- abide by all applicable federal, state and local laws; and
- refer customers to the One-Stop and supportive services as needed

Conclusion

The purpose of this Intergovernmental Agreement is to establish a local Access point at the Town of Kearny. Under the Workforce Investment Act, the "Access Point" model consists of local entities/organizations/ and/or business where job services can be provided, assisted by trained individuals.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Intergovernmental Agreement for the period from January 1, 2014, through December 31, 2014.

Suggested Motion

Approval of an Intergovernmental Agreement between Gila County and the Town of Kearny, whereby the Town of Kearny Library will become a designated "Access Point" under the Workforce Investment Act for the period of January 1, 2014, through December 31, 2014.

Attachments

IGA Town of Kearny

Legal Explanation

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is between the Town of Kearny and Gila County dba Gila/Pinal Workforce Investment Board ("Gila County").

WHEREAS Gila County is duly authorized to execute and administer contracts under A.R.S. §11-201; and

WHEREAS the Town of Kearny and Gila County are authorized by A.R.S. §11-952 *et. seq.* to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

THEREFORE the Town of Kearny and Gila County agree to abide by all the terms and conditions set forth in this Agreement. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

1.0 Purpose of Agreement

The purpose of this Agreement is to establish a local Access Points in Pinal County. Under the Workforce Investment Act, the "Access Point" model consists of local entities/organizations and/or businesses where job search services can be provided, assisted by trained individuals who connect them to the Arizona Job Connection website.

Kearny Library is a place where people can go to look for jobs, assisted by trained individuals who connect them to the One-Stop System via computer and direct referrals. Kearny Library will provide job seekers free access to a computer with internet access to further their job search. Job seekers can apply for jobs, create or update cover letters and resumes, apply for public assistance programs, and get connected with a One-Stop Center – all in one convenient location, and close to home.

2.0 Term of Agreement

2.1 This Agreement shall have an effective date of January 1, 2014 and end on December 31, 2014, and is renewable annually by mutual agreement with the parties.

2.2 Either party may terminate the Agreement by providing thirty (30) days prior written notice to the other party.

2.3 The indemnification provisions of this Agreement shall survive the termination of the Agreement.

3.0 Gila County agrees to provide Kearny Library with:

- 3.1 Access to employment resources;
- 3.2 Training to help job seekers with job search;
- 3.3 Personal contacts in and connections to the One-Stop Centers, staff and key partners;
- 3.4 Inspection of the locations and signage for location;
- 3.5 Training of staff to help job seekers with job search activities;
- 3.6 Equipment maintenance;
- 3.7 Supplies, Access Point signage; and
- 3.8 Desktop computers (Microsoft Program with internet access), printer, computer desk and chair.

4.0 Equipment/Budget

4.1 All equipment purchased with Workforce Investment Act funds shall remain the property of Gila County.

4.2 Town of Kearny and Gila County each agree to maintain a budget for their respective obligations under this Agreement.

5.0 Kearny Library agrees to:

5.1 Host a publicly accessible Access Point consisting of a computer with internet access and Point of Contact trained by workforce system staff;

5.2 Help job seekers as needed and staff availability;

5.3 Publicize job seeker services to the Access Point's community;

5.4 Send staff to initial training;

5.5 Submit sign-in sheets monthly to document activities;

5.6 Assures that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;

5.7 Agrees to abide by all applicable federal, state and local laws; and

5.8 Refer customers to the One-Stop and supportive services as needed.

6.0 Indemnification

The parties agree that to the extent permitted by law, each party shall indemnify, defend, and save the other party harmless, including any of the party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance in whole or in part by the indemnifying party of any of the provisions of this Agreement. Each party hereby indemnifies the other party against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected in whole or in part with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned solely by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

7.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

7.1 Kearny Library and Gila County shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Entity shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

7.2 Kearny Library and Gila County shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.),

which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

7.3 Town of Kearny and Gila County shall comply with the following:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

8.0 CANCELLATION FOR CONFLICT OF INTEREST

- 8.1** Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the either party receives written notice of the cancellation pursuant to A.R.S. §38-511, unless the notice specifies a later time.

9.0 AMENDMENTS OR MODIFICATIONS

- 9.1** This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

10.0 VETERANS' PRIORITY PROVISIONS

- 10.1** This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to Veterans and spouses of certain Veterans for the receipt of employment, training, and placement services. Please note that to obtain priority of service; a Veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the Veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at <http://www.doleta.gov/programs/VETs/> for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to Veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S.

Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

11. MISCELLANEOUS PROVISIONS

- 11.1 This Agreement shall not be construed to imply authority to perform any tasks or accept any responsibility not expressly set forth herein.
- 11.2 All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. mailbox in a postage prepaid envelope addressed as follows:

Town of Kearny
P.O. Box 639
Kearny, AZ 85137

Gila County
Malissa Buzan, Community Services Director
5515 S. Apache Avenue
Suite 200
Globe, AZ 85501

- 11.3 This Agreement is nonassignable in whole or in part by either party hereto without the written consent of both parties.
- 11.4 This Agreement shall inure solely to the benefit of **Town of Kearny** and Gila County, and shall create no rights in any other person or entity.
- 11.5 To the extent applicable under A.R.S. §44-4101, each party and its subcontractors warrants its compliance with all federal immigration laws and regulations that relate to their respective employees and their compliance with E-verify requirements under A.R.S. §23-214(A). A breach of the above-mentioned warranty by any party or its subcontractor shall be deemed a material breach of the Agreement and may result in the termination of this Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractor's employees who work on the Agreement to ensure that the party or its subcontractor are complying with the above-mentioned warranty.
- 11.6 Pursuant to A.R.S. §35-391.06 and §35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the terms "scrutinized business operations" shall have the meanings set forth in A.R.S. §35-391 and §35-393, as applicable. If any party determines that the other party submitted a false certification, that party may impose remedies as provided by law including termination of this Agreement.
- 11.7 In the event of any controversy which may arise out of this Agreement, the parties agree to abide by required arbitration as set forth in A.R.S. §12-1518. In addition to the forgoing, a party may file a complaint at any time to seek a preliminary injunction or other provisional judicial relief, if, in its sole judgment, such action is necessary to protect and preserve the rights of the party.

FOR AND ON BEHALF OF

Samuel O. Hooper

Signature

SAMUEL O. HOOPER

Printed Name

MAYOR of KEARNY

Title

February 17, 2014

Date

APPROVED AS TO FORM

Stephen R. Coop

February 17, 2014

Date

ATTEST:

Anna Alms

February 17, 2014

Date

FOR AND ON BEHALF OF THE GILA
COUNTY (dba GILA/PINAL WORKFORCE
INVESTMENT BOARD)

Signature

Michael A. Pastor

Printed Name

Chairman, Gila County Board of Supervisors

Title

Date

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal

Date

ATTEST

Marian Sheppard, Clerk of the Board

Date



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2459

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Jeffrey
Hessenius,
Finance
Director

Submitted By:
Dana Sgroi, Contracts Support
Specialist, Finance Division

Department: Finance Division

Information

Request/Subject

Authorization to terminate Professional Services Contract No. 072612 - Medical Examiner with Dr. Michael Durham.

Background Information

Michael Durham, M.D. has been the Medical Examiner for Gila County for the last thirty (30) years. Dr. Durham has decided to retire and terminate his duties as Medical Examiner.

On January 7, 2014, the Gila County Board of Supervisors approved entering into Professional Services Agreement No. 062813 with Dr. Mark Fischione for Medical Examiner services for Gila County. Dr. Fischione has been approved by the Arizona Department of Health Services to perform Medical Examiner services for Gila County, and has been the acting Medical Examiner for Gila County since the approval of his contract.

Evaluation

Dr. Michael Durham has submitted, to Gila County Attorney, Bradley D. Beauchamp, a letter of resignation as Medical Examiner, with a target date of October 1, 2013. Dr. Durham offered to stay on as Medical Examiner until Gila County could replace him. As of January 7, 2014, Gila County executed a Professional Service Agreement for Medical Examiner with Dr. Mark Fischione. Gila County desires to relieve Dr. Durham of the remainder of the Professional Services Contract No. 072612 as of January 9, 2014.

Conclusion

Gila County contracted with Dr. Mark Fischione in January 2014, as Medical Examiner to replace Dr. Michael Durham, who wishes to retire. Dr. Durham has provided Medical Examiner services to Gila County for the past thirty (30) years, and wishes to retire from those duties and focus on his private practice.

Recommendation

Staff recommends accepting Dr. Michael Durham's letter of resignation and terminate Professional Services Contract No. 072612-Medical Examiner Services as of January 9, 2014.

Suggested Motion

Approval to accept the resignation letter from Dr. Michael Durham as Medical Examiner to Gila County, effective January 9, 2014, and terminate Professional Services Contract No. 072612 - Medical Examiner Services between Dr. Michael Durham and Gila County.

Attachments

Dr. Durham-Letter of Resignation

DR.MICHAEL R DURHAM M.D

General Practice

621 S. Fifth ST.

Globe, AZ, 85501

Ph: 928-425-4467

Fax: 928-425-6166

Mr. Bradley
Beach Amp
Gila Co. Attorney
1400 E Ash St
Globe, AZ 85501

Dear Members of The Board

I have decided after 30years to retire as Gila County's Deputy Medical Examiner. I will continue with my private practice.

I have set a target date of October first 2013 but will be flexible about the date to allow time to find a physician to replace me.

It has been an honor to have served with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael R. Durham", with a stylized flourish at the end.

Michael R. Durham M.D

ARF-2465

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Elk's Pinal Mountain Lodge #2809 Special Event Liquor License Application for May 3, 2014.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, the Pinal Mountain Elk's Lodge of Globe, Arizona, will have used 1 day of the allowable 10 days to serve liquor at a special event in 2014.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Pinal Mountain Elk's Lodge to serve liquor at a wedding reception to be held at the Gila County Fairgrounds Bldg. 990 on May 3, 2014.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elk's Lodge of Globe, Arizona, to serve liquor at a wedding reception on May 3, 2014.

Attachments

Special Event LL Application

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: Benevolent & Protective Order of Elks, Pinal Mtn Elks # 2809

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0947792

3. The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Gomez Wedding Reception

5. Location of the event: 990 Fairgrounds Rd Globe Gila 85501
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Hoves Diana Lynn 022759
Last First Middle Date of Birth

7. Applicant's Mailing Address: 770 S. 11th St. Globe AZ 85501
Street City State Zip

8. Phone Numbers: (928) 812-1346 (928) 425-0450 () NONE
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>May 3 - 2014</u>	<u>Sat</u>	<u>3:00</u>	<u>12:00</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for One days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Pinal Mountain EIKs #2809 100%
Percentage

Address P.O. Box 2809, Globe, AZ 85502

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

X # Police ☐ Fencing
_____ # Security personnel ☐ Barriers

Gila Co. Sheriff

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☒ NO

(ATTACH COPY OF AGREEMENT)

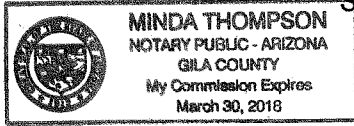
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Matthew Edward Bishop declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Matt Bishop ER 3/31/14 (978) 4755268
(Signature) (Title/Position) (Date) (Phone #)



State of

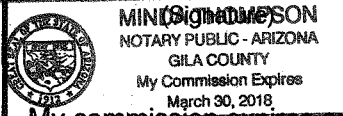
Gila County of Arizona
The foregoing instrument was acknowledged before me this
31st March 2014
Day Month Year

My Commission expires on: 03/30/2018 Minda Thompson
(Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Diana Lynn Howes declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Diana L. Howes State of Arizona County of Gila
The foregoing instrument was acknowledged before me this



31st March 2014
Day Month Year

My commission expires on: 03/30/2018 Minda Thompson
(Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, Michael A. Pastor, Chairman BOS hereby recommend this special event application
(Government Official) (Title)
on behalf of Gila County 4-15-2014
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

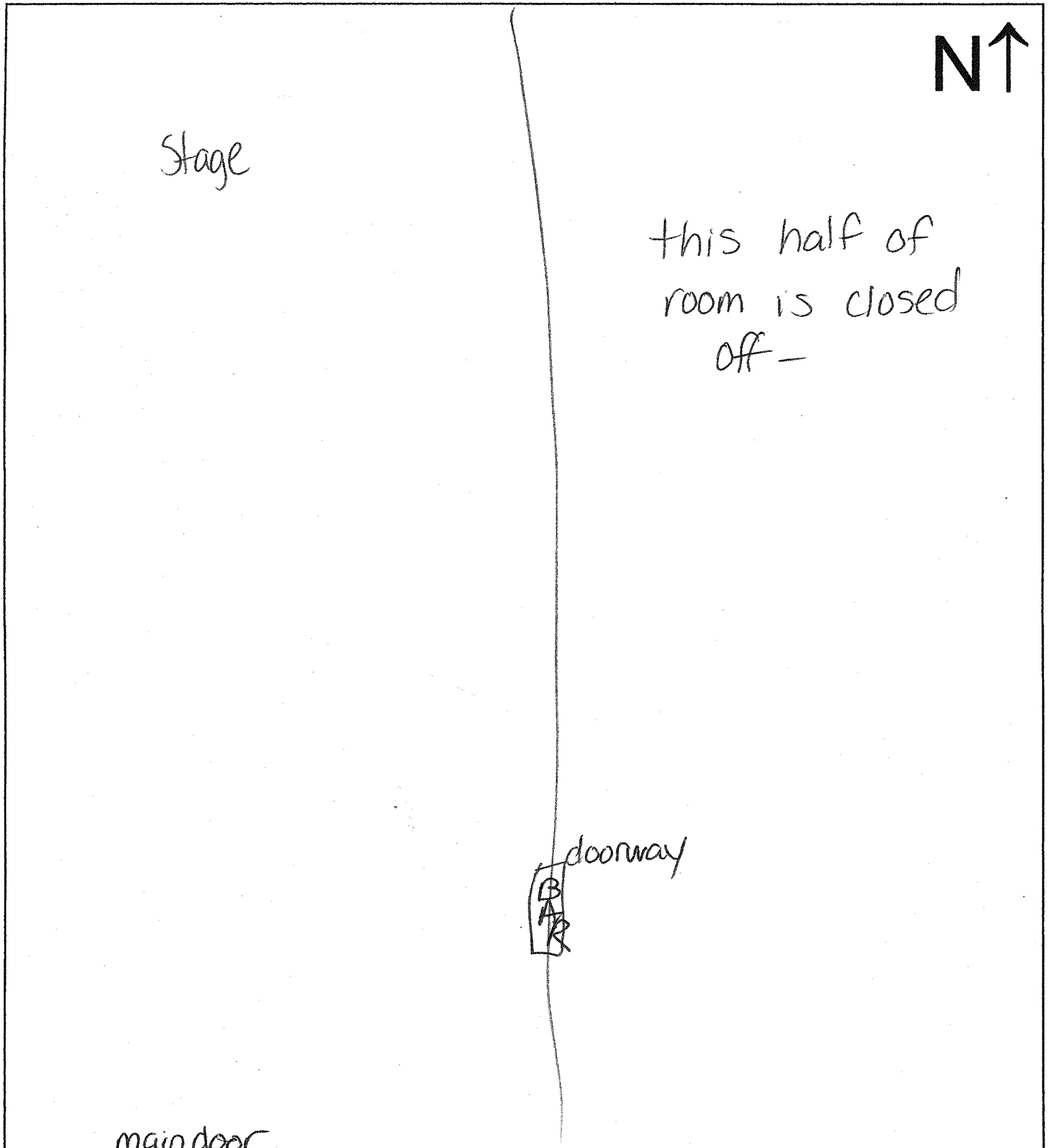
☐ DISAPPROVED

BY:

(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SERIES:

15 SPECIAL EVENT LICENSE (Temporary)

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

ARF-2466

Consent Agenda Item 5. F.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Elk's Pinal Mountain Lodge #2809 Special Event Liquor License Application for June 14, 2014.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, the Pinal Mountain Elk's Lodge of Globe, Arizona, will have used 2 days of the allowable 10 days to serve liquor at a special event in 2014.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Pinal Mountain Elk's Lodge to serve liquor at a wedding reception to be held at the Gila County Fairgrounds Bldg. 990 on June 14, 2014.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elk's Lodge of Globe, Arizona, to serve liquor at a wedding reception on June 14, 2014.

Attachments

Special Event LL Application

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY
LICENSE #

1. Name of Organization: Benevolent + Protective Order of Elks, Arizal Mtn Elks #2809

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0947792

3. The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Anaya Wedding Reception

5. Location of the event: 990 Fairgrounds Rd Globe Gila 85501
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Howes Diana Lynn 022959
Last First Middle Date of Birth

7. Applicant's Mailing Address: 7705 11th St Globe AZ 85501
Street City State Zip

8. Phone Numbers: (928) 8121346 (928) 425-0450 () None
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>June 14-2014</u>	<u>Sat</u>	<u>3:00</u>	<u>12:00</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for Two days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Pinal Mtn EIKS # 2809 100%
Percentage

Address P.O. Box 2809

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

X # Police ☐ Fencing
____ # Security personnel ☐ Barriers

GCSO

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☒ NO

(ATTACH COPY OF AGREEMENT)

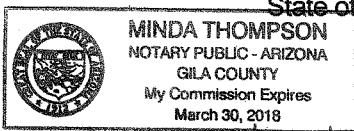
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Matthew Edward Bishop declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] ER 3/31/14 (978) 425-5208
(Signature) (Title/Position) (Date) (Phone #)



State of Gila County of Arizona
The foregoing instrument was acknowledged before me this
31st March 2014
Day Month Year

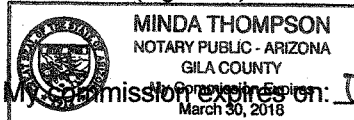
My Commission expires on: 03/30/2018
(Date)

Minda Thompson
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Diana Lynn Howes declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Diana L. Howes State of Arizona County of Gila
(Signature) The foregoing instrument was acknowledged before me this
31st March 2014
Day Month Year



My Commission expires on: 03/30/2018
(Date)

Minda Thompson
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, Michael A. Pastor, Chairman BOS hereby recommend this special event application
(Government Official) (Title)
on behalf of Gila County 4-15-2014
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

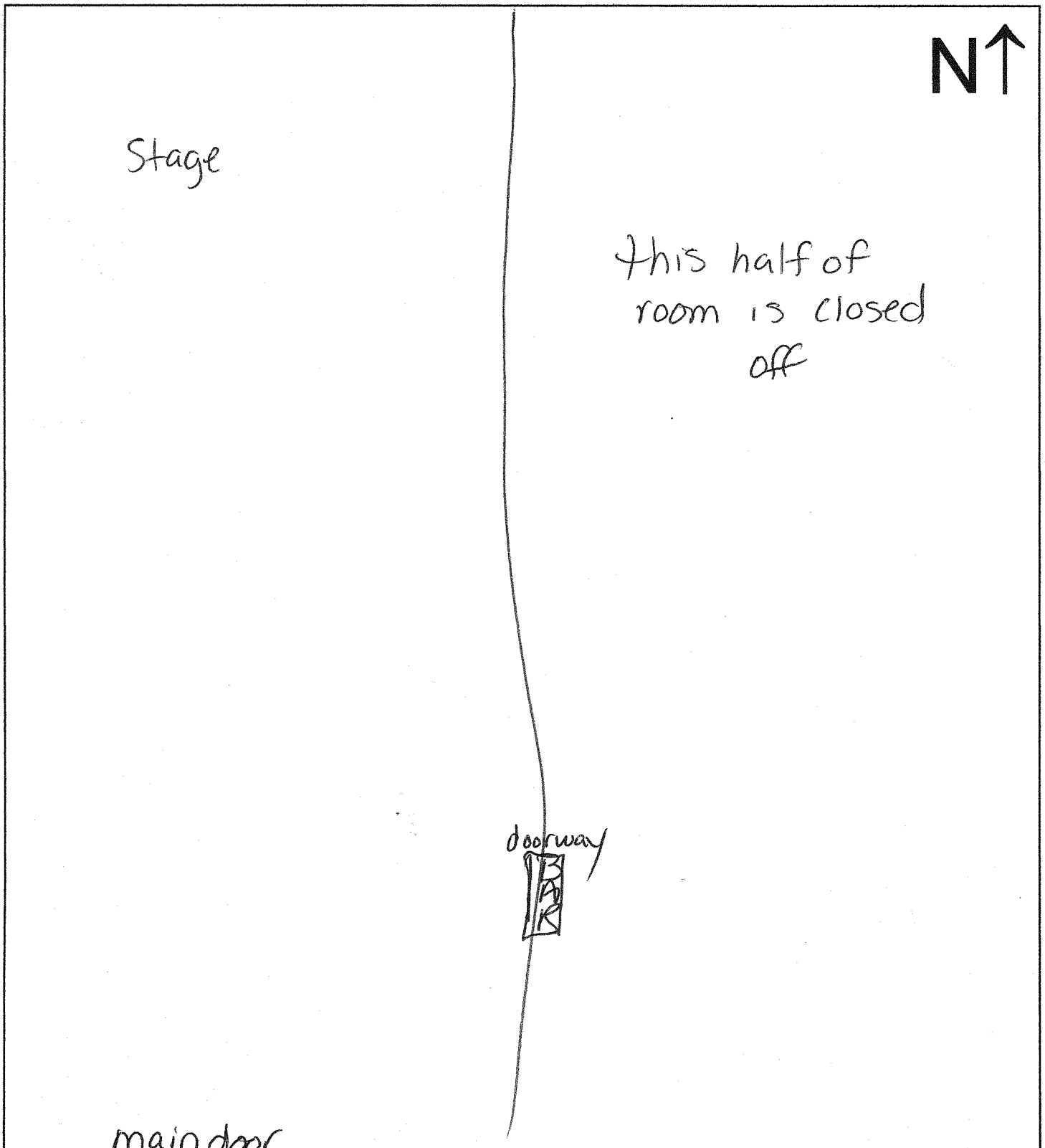
☐ DISAPPROVED

BY:

(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SERIES:

15 SPECIAL EVENT LICENSE (Temporary)

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

ARF-2487

Consent Agenda Item 5. G.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for May 9-10, 2014.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 2 days of the allowable 10 days to serve liquor at a special event in 2014.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo on May 9-10, 2014.

Attachments

GC Rodeo Committee Special Event LL

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Gila County Rodeo Committee

2. Non-Profit/I.R.S. Tax Exempt Number: 61-1658683

3. The organization is a: (check one box only)

- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☒ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
☐ Religious

4. What is the purpose of this event? Copper Dust Stampede Rodeo 2 Day Rodeo

5. Location of the event: Gila County Fairgrounds Globe Arizona 85502
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Brewer Charles Olen September 13, 1947
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. Box 804 Globe Arizona 85502
Street City State Zip

8. Phone Numbers: (928) 425 - 5924 (928) 200 - 1237 (928) 200 - 1237
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>May 9, 2014</u>	<u>Friday</u>	<u>4pm</u>	<u>12pm</u>
Day 2:	<u>May 10, 2014</u>	<u>Saturday</u>	<u>8am</u>	<u>12pm</u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
Day 8:	<u></u>	<u></u>	<u></u>	<u></u>
Day 9:	<u></u>	<u></u>	<u></u>	<u></u>
Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Gila County Rodeo Committee 100%
Percentage

Address P.O. Box 804 Globe, Arizona

Name _____ Percentage _____

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police ☒ Fencing
2 # Security personnel ☒ Barriers

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? ☐ YES ☐ NO

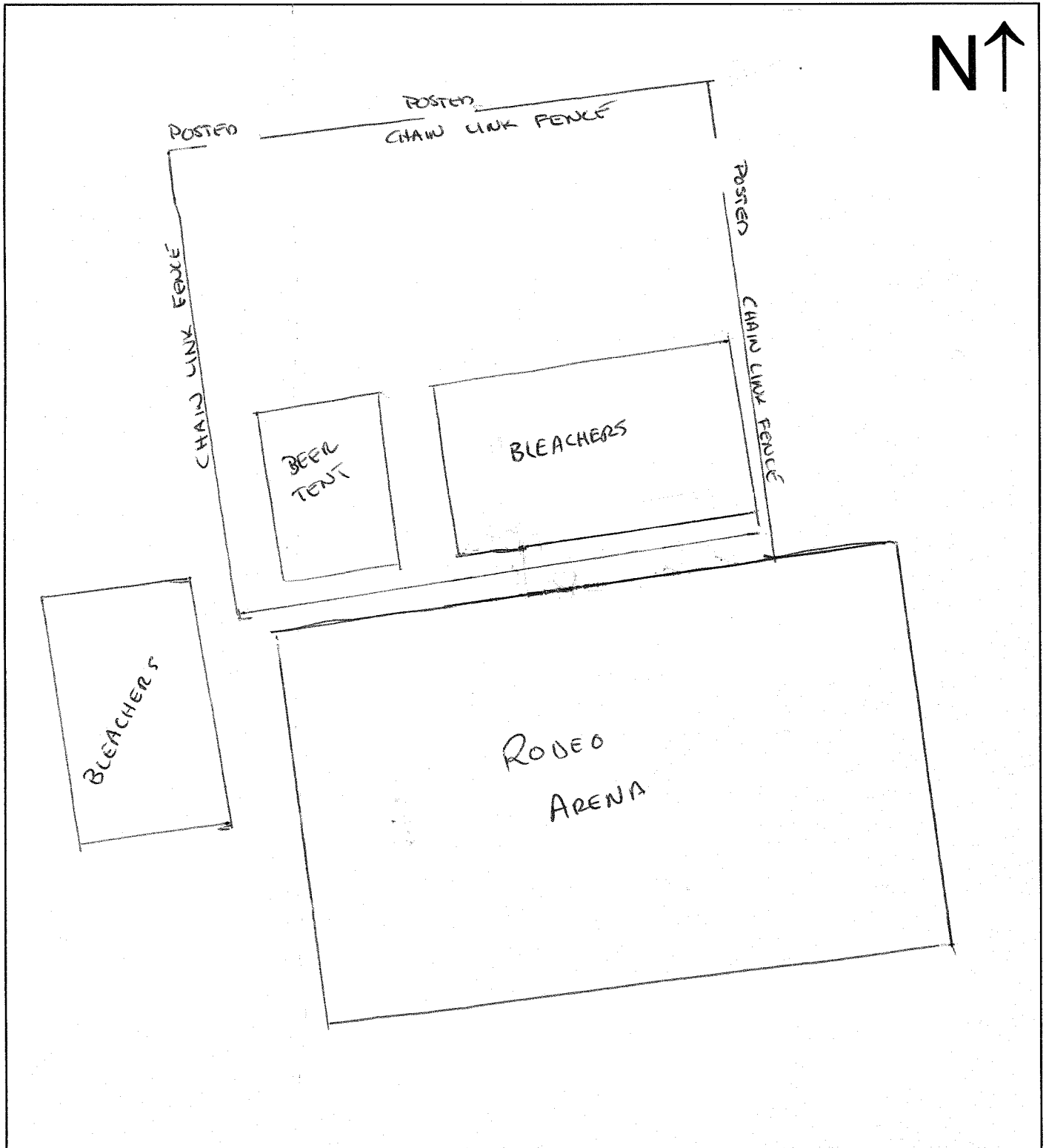
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

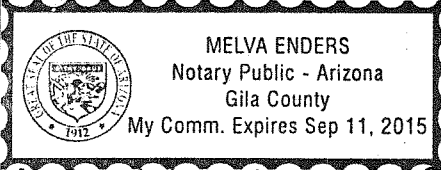
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Charles O. Brewer declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles O. Brewer President March 7, 2014 (928) 200 - 1237
(Signature) (Title/Position) (Date) (Phone #)



State of

Gila ARIZONA County of Arizona GILA

The foregoing instrument was acknowledged before me this

9 April 2014
Day Month Year

My Commission expires on: 9/11/2015
(Date)

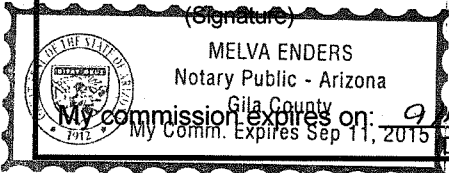
Melva Enders
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Charles O. Brewer declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Charles O. Brewer State of Arizona County of Gila
(Signature) The foregoing instrument was acknowledged before me this

9 April 2014
Day Month Year



Melva Enders
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, Michael A. Pastor, Chairman BOS hereby recommend this special event application
(Government Official) (Title)

on behalf of Gila County 4-15-2014
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee)

(Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title)

(Date)

ARF-2475

Consent Agenda Item 5. H.

Regular BOS Meeting

Meeting Date: 04/15/2014

Submitted By: Don McDaniel Jr., County Manager, County Manager

Department: County Manager

Information

Request/Subject

Arizona Department of Racing, County Fair Racing Permit

Background Information

The Fair and Racing Commission requests Board of Supervisors' approval to conduct racing at the Gila County Fairgrounds each year for the first two weeks in October.

This request is to extend BOS approval for 2015, 2016, and 2017.

Evaluation

While there is no guarantee horse racing will return to the Fairgrounds, providing approval for the State Permit is a reasonable action of the Board.

Conclusion

This action will allow the Fair and Racing Commission to conduct racing at no cost to Gila County.

Recommendation

Staff recommends that the request to approve the State Permit and authorize the Fair and Racing Commission to run horse races at the Fairgrounds be approved.

Suggested Motion

Approval of the authorization to conduct horse racing on behalf of the Board of Supervisors at the Gila County Fairgrounds during the first two weeks in October of 2015, 2016, and 2017, at no cost to the County.

ARF-2472

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 04/15/2014

Reporting Period: January 2014

Submitted For: Kaycee
Stratton

Submitted By: Kaycee Stratton, Chief Deputy Recorder,
Recorder's Office

Information

Subject

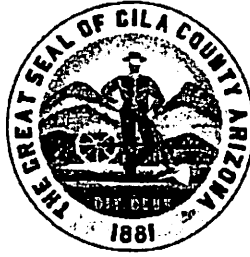
Recorder's Office Monthly Report for January 2014.

Suggested Motion

Acknowledgment of the January 2014 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's January 2014 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JANUARY 2014

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham
Sadie Jo Bingham, Gila County Recorder

DATE 3-20-14

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General Fund FUND # 1005

REMITTING AGENCY Recorder (120)

BILLING PERIOD January 1, thru January 31, 2014

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005-120-3400.99		Recorder Fee's	4,279	89
7145-120-3400.99		Recorder Storage	3,475	00
7147-120-3400.99		Computer Services	12,518.	16
			20,273.	05

Preparer Signature:

Approved Signature:

Title**Title**

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

127409

Bank Deposit

From 01/01/2014 To 01/31/2014

3392	Jan 8, 2014	3_ReceiptStation1_Wed / 3372	\$627.50	\$627.50	Bank Account
3413	Jan 21, 2014	2_ReceiptStation1_Tue / 3393	\$1,279.80	\$1,279.80	Bank Account
3414	Jan 29, 2014	3_ReceiptStation1_Wed / 3407	\$586.00	\$586.00	Bank Account

Total	\$27,320.36	\$27,320.36
Non-Deposit Total (\$10,588.40)	(\$10,588.40)	
Deposit Total	\$16,731.96	\$16,731.96
Total Till Over/Short		\$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay			
Cash	Cash/Check	\$3,525.40	(\$300.00)	\$3,225.40
D-1005-120-01-4612-003	Postage(deferred)	\$16,731.96	\$0.00	\$16,731.96
D-1005-120-01-4612-023	Recording Fee (deferred)	\$12.00	(\$10.00)	\$2.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$36.00	(\$30.00)	\$6.00
ETransfer	Electronic Transfers	\$48.00	(\$40.00)	\$8.00
	Total	\$3,575.50	\$0.00	\$3,575.50
Liability		\$23,928.86	(\$380.00)	\$23,548.86
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$80.00	(\$96.00)	(\$16.00)
	Total	\$80.00	(\$96.00)	(\$16.00)
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$495.80)	(\$495.80)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$90.00)	(\$90.00)
1005-120-01-4612-003	Postage	\$0.00	(\$595.40)	(\$595.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$228.00)	(\$228.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$36.00)	(\$36.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$71.00)	(\$71.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$50.00)	(\$50.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$5,758.50)	(\$5,758.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$43.00)	(\$43.00)
1005-120-01-4612-027	Fax	\$0.00	(\$100.00)	(\$100.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,475.00)	(\$3,475.00)
7147-120-01-4612	Voter Postage	\$0.00	(\$1,801.25)	(\$1,801.25)
7147-120-01-4612-018	Voter	\$0.00	(\$9,876.91)	(\$9,876.91)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$840.00)	(\$840.00)
eRecording	eRecording	\$3,407.50	(\$3,479.50)	(\$72.00)
	Total	\$3,407.50	(\$26,940.36)	(\$23,532.86)
Total		\$27,416.36	(\$27,416.36)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$16,731.96	\$0.00	\$16,731.96
	Range Total	\$16,731.96	\$0.00	\$16,731.96

Bank Deposit

From 01/01/2014 To 01/31/2014

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,142.80	
Check	\$15,589.16	
Total Deposit	\$16,731.96	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3297	Jan 2, 2014	14_Payson_Thu / 3359	\$213.00	\$213.00		Bank Account
3298	Jan 2, 2014	4_ReceiptStation1_Thu / 3360	\$369.00	\$369.00		Bank Account
3299	Jan 3, 2014	5_ReceiptStation1_Fri / 3362	\$390.00	\$390.00		Bank Account
3300	Jan 3, 2014	15_Payson_Fri / 3361	\$82.00	\$82.00		Bank Account
3305	Jan 6, 2014	11_Payson_Mon / 3364	\$32.00	\$32.00		Bank Account
3309	Jan 7, 2014	2_ReceiptStation1_Tue / 3368	\$420.50	\$420.50		Bank Account
3310	Jan 7, 2014	12_Payson_Tue / 3369	\$141.00	\$141.00		Bank Account
3312	Jan 9, 2014	4_ReceiptStation1_Thu / 3373	\$564.00	\$564.00		Bank Account
3313	Jan 9, 2014	14_Payson_Thu / 3374	\$46.00	\$46.00		Bank Account
3318	Jan 10, 2014	5_ReceiptStation1_Fri / 3376	\$1,290.60	\$1,290.60		Bank Account
3319	Jan 10, 2014	15_Payson_Fri / 3375	\$67.00	\$67.00		Bank Account
3326	Jan 13, 2014	1_ReceiptStation1_Mon / 3379	\$794.00	\$794.00		Bank Account
3327	Jan 13, 2014	11_Payson_Mon / 3380	\$81.00	\$81.00		Bank Account
3328	Jan 14, 2014	2_ReceiptStation1_Tue / 3385	\$299.00	\$299.00		Bank Account
3329	Jan 14, 2014	12_Payson_Tue / 3384	\$161.00	\$161.00		Bank Account
3332	Jan 15, 2014	13_Payson_Wed / 3387	\$241.00	\$241.00		Bank Account
3333	Jan 15, 2014	3_ReceiptStation1_Wed / 3386	\$569.30	\$569.30		Bank Account
3334	Jan 16, 2014	14_Payson_Thu / 3389	\$173.00	\$173.00		Bank Account
3335	Jan 16, 2014	4_ReceiptStation1_Thu / 3390	\$666.00	\$666.00		Bank Account
3336	Jan 17, 2014	5_ReceiptStation1_Fri / 3391	\$558.00	\$558.00		Bank Account
3337	Jan 17, 2014	15_Payson_Fri / 3392	\$239.00	\$239.00		Bank Account
3339	Jan 21, 2014	previousday / 3395	\$16.00	\$16.00		Bank Account
3340	Jan 21, 2014	12_Payson_Tue / 3394	\$102.00	\$102.00		Bank Account
3343	Jan 22, 2014	13_Payson_Wed / 3397	\$93.00	\$93.00		Bank Account
3344	Jan 22, 2014	3_ReceiptStation1_Wed / 3396	\$417.00	\$417.00		Bank Account
3345	Jan 23, 2014	4_ReceiptStation1_Thu / 3398	\$417.00	\$417.00		Bank Account
3346	Jan 23, 2014	14_Payson_Thu / 3399	\$93.00	\$93.00		Bank Account
3347	Jan 24, 2014	15_Payson_Fri / 3400	\$132.00	\$132.00		Bank Account
3348	Jan 24, 2014	5_ReceiptStation1_Fri / 3401	\$12,198.16	\$12,198.16		Bank Account
3349	Jan 27, 2014	1_ReceiptStation1_Mon / 3402	\$27.00	\$27.00		Bank Account
3350	Jan 27, 2014	11_Payson_Mon / 3403	\$93.00	\$93.00		Bank Account
3351	Jan 27, 2014	1_ReceiptStation1_Mon / 3404	\$651.50	\$651.50		Bank Account
3352	Jan 28, 2014	2_ReceiptStation1_Tue / 3405	\$208.00	\$208.00		Bank Account
3353	Jan 28, 2014	12_Payson_Tue / 3406	\$94.00	\$94.00		Bank Account
3355	Jan 29, 2014	13_Payson_Wed / 3408	\$131.00	\$131.00		Bank Account
3356	Jan 30, 2014	4_ReceiptStation1_Thu / 3409	\$389.00	\$389.00		Bank Account
3357	Jan 30, 2014	14_Payson_Thu / 3410	\$143.00	\$143.00		Bank Account
3358	Jan 31, 2014	5_ReceiptStation1_Fri / 3411	\$463.00	\$463.00		Bank Account
3359	Jan 31, 2014	15_Payson_Fri / 3412	\$482.00	\$482.00		Bank Account
3360	Jan 31, 2014	previousday / 3415	\$235.00	\$235.00		Bank Account
3387	Jan 6, 2014	1_ReceiptStation1_Mon / 3363	\$867.00	\$867.00		Bank Account
3388	Jan 6, 2014	previousday / 3441	\$0.00	\$0.00		Bank Account
3390	Jan 10, 2014	previousday / 3443	\$36.00	\$36.00		Bank Account
3391	Jan 6, 2014	previousday / 3444	\$143.00	\$143.00		Bank Account

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,EPN,E
QUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,LA001,MHK,NBOA,NBOAC,NDTS-
TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$109.00)	\$21.00	\$0.00	(\$88.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$99.97)	\$46.80	\$0.00	(\$53.17)
ADOT	AZ DEPT OF TRANS	(\$282.50)	\$0.00	\$0.00	(\$282.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$494.00)	\$0.00	\$0.00	(\$494.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$190.00)	\$59.00	\$0.00	(\$131.00)
AWC	ARIZONA WATER COMPANY	(\$213.00)	\$7.00	\$0.00	(\$206.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,886.00)	\$40.00	\$0.00	(\$1,846.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,050.00)	\$0.00	\$0.00	(\$2,050.00)
CARD	Cardon Hiatt / The Vineyard Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	\$0.00	\$0.00	\$0.00	(\$105.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$12.00	(\$100.00)	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$50.00)	\$32.00	\$0.00	(\$18.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$37.00)	\$0.00	\$0.00	(\$37.00)
FARES	CORELOGIC	(\$366.40)	\$190.00	\$0.00	(\$176.40)
FATM	FIRST AMERICAN MICROFICHE	(\$1,754.20)	\$258.60	\$0.00	(\$1,495.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	LPS APPLIED ANALYTICS	(\$808.20)	\$190.00	\$0.00	(\$618.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$28.00)	\$0.00	\$0.00	(\$28.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$48.00	(\$48.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$88.00)	\$40.00	\$0.00	(\$48.00)
Ingeo	Ingeo - eRecording	(\$996.00)	\$747.00	(\$806.00)	(\$1,055.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$80.00	(\$80.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$1,046.00)	\$175.00	\$0.00	(\$871.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$8,643.00)	\$2,430.00	\$0.00	(\$6,213.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$33.00)	\$36.00	(\$200.00)	(\$197.00)
RUI	RESEARCH UNLIMITED INC	(\$93.00)	\$0.00	\$0.00	(\$93.00)
simplifile	Simplifile - eRecording	(\$1,076.00)	\$2,600.50	(\$2,613.50)	(\$1,089.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,EPN,E
 QUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,LA001,MHK,NBOA,NBOAC,NDTS-
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,116.20)	\$0.00	\$0.00	(\$1,116.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
Totals		(\$26,240.87)	\$7,012.90	(\$3,859.50)	(\$23,087.47)

GILA COUNTY RECORDER

Report for January 2014

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$3,867.50	\$0.00	\$0.00	
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$7,012.90	\$0.00	
	RECORDING FEES	\$7,467.70		\$0.00	
	REFUNDS- EXCESS FEES		\$43.00	\$0.00	
	INTEREST PD TO ACCT	\$0.59	\$0.00	\$0.00	
Staled Checks		\$0.00			
TOTAL 1005 FUNDS		\$11,335.79	\$7,055.90	\$4,279.89	
SECTION II					
	7145 FUND (RECORDER)	\$3,475.00	\$0.00	\$3,475.00	
	7146 FUND (MINING - 80% STATE TREAS)	\$0.00	\$0.00	\$0.00	
	7146 FUND (MINING - 20% RECORDER)	\$0.00	\$0.00	\$0.00	
	7147 FUND (COMPUTER SVCS)	\$12,518.16	\$0.00	\$12,518.16	
TOTAL SEC II FUNDS		\$15,993.16	\$0.00	\$15,993.16	
COMBINED TOTALS - TOTAL FEES COLLECTE D		\$27,328.95	\$7,055.90	\$20,273.05	

Sadie Tomerlin					New Fiscal Year Form	
Gila County Recorder						
	FY	2013-2014				
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,329	4,891.50	14,550.45	873.52	4.00	20,319.47
Aug	1,389	5,386.50	14,030.06	745.00	19.00	20,180.56
Sept	1,129	4,274.50	18,983.29	15,975.96	12.00	39,245.75
Oct	1,046	4,382.00	8,489.03	943.55	1.00	13,815.58
Nov	1,289	4,831.50	13,157.69	212.10	7.00	18,208.29
Dec	1,053	4,035.50	12,905.89	1,370.00	12.00	18,323.39
Jan	931	3,475.00	4,279.89	12,518.16		20,273.05
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
						0.00
Total	8,166	31,277	86,396.30	32,638.29	55.00	150,366.09
Fiscal Year		150,366.09				
All Monies						

ARF-2473

Consent Agenda Item 5. J.

Regular BOS Meeting

Meeting Date: 04/15/2014

Reporting Period: February 2014

Submitted For: Kaycee
Stratton

Submitted By: Kaycee Stratton, Chief Deputy Recorder,
Recorder's Office

Information

Subject

Recorder's Office Monthly Report for February 2014

Suggested Motion

Acknowledgment of the February 2014 monthly activity report submitted by Recorder's Office.

Attachments

Recorder's February 2014 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF FEBRUARY 2014

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham
Sadie Jo Bingham, Gila County Recorder

100770

10570 2-1-64

GRANT # _____

REMITTING AGENCY Recorder (136)[illegible]

Approved Signature: John C. Benjamin Title Relator

Currency	
Coins	
Checks	13337.78
Total	13537.00

127411

Sadie Tomerlin
Gila County Recorder

New Fiscal Year Form

FY 2013-2014

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,329	4,891.50	14,550.45	873.52	4.00	20,319.47
Aug	1,389	5,386.50	14,030.06	745.00	19.00	20,180.56
Sept	1,129	4,274.50	18,983.29	15,975.96	12.00	39,245.75
Oct	1,046	4,382.00	8,489.03	943.55	1.00	13,815.58
Nov	1,289	4,831.50	13,157.69	212.10	7.00	18,208.29
Dec	1,053	4,035.50	12,905.89	1,370.00	12.00	18,323.39
Jan	931	3,475.00	4,279.89	12,518.16		20,273.05
Feb	1,234	4,606.00	5,893.48	2,837.50	1.00	13,337.98
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	9,400	35,883	92,289.78	35,475.79	56.00	163,704.07

Fiscal Year 163,704.07

All Monies

GILA COUNTY RECORDER

Report for February 2014

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$3,182.00	\$0.00	\$3,182.00	
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$6,826.40	\$0.00	
	RECORDING FEES	\$9,575.40		\$9,929.40	
	REFUNDS- EXCESS FEES		\$38.00	\$0.00	
	INTEREST PD TO ACCT	\$0.48	\$0.00	\$0.48	
Staled Checks		\$0.00			
TOTAL 1005 FUNDS		\$12,757.88	\$6,864.40	\$5,893.48	
SECTION II					
	7145 FUND (RECORDER)	\$4,606.00	\$0.00	\$4,606.00	
	7146 FUND (MINING - 80% STATE TREAS)	\$4.00	\$4.00	\$0.00	
	7146 FUND (MINING - 20% RECORDER)	\$1.00	\$0.00	\$1.00	
	7147 FUND (COMPUTER SVCS)	\$2,837.50	\$0.00	\$2,837.50	
TOTAL SEC II FUNDS		\$7,448.50	\$4.00	\$7,444.50	
COMBINED TOTALS - TOTAL FEES COLLECTED		\$20,206.38	\$6,868.40	\$13,337.98	

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP
N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-
TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$88.00)	\$6.00	\$0.00	(\$82.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$53.17)	\$46.80	\$0.00	(\$6.37)
ADOT	AZ DEPT OF TRANS	(\$282.50)	\$0.00	\$0.00	(\$282.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$494.00)	\$0.00	\$0.00	(\$494.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$131.00)	\$6.00	\$0.00	(\$125.00)
AWC	ARIZONA WATER COMPANY	(\$206.00)	\$0.00	\$0.00	(\$206.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,846.00)	\$8.00	\$0.00	(\$1,838.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,050.00)	\$0.00	\$0.00	(\$2,050.00)
CARD	Cardon Hiatt / The Vineyard Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	(\$100.00)	\$0.00	\$0.00	(\$100.00)
CTS	COMPLETE TITLE SOLUTIONS	\$0.00	\$61.00	(\$100.00)	(\$39.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$18.00)	\$22.00	(\$150.00)	(\$146.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$37.00)	\$12.00	\$0.00	(\$25.00)
FARES	CORELOGIC	(\$176.40)	\$95.00	\$0.00	(\$81.40)
FATM	FIRST AMERICAN MICROFICHE	(\$1,495.60)	\$258.60	\$0.00	(\$1,237.00)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	LPS APPLIED ANALYTICS	(\$618.20)	\$190.00	\$0.00	(\$428.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$28.00)	\$0.00	\$0.00	(\$28.00)
IMAPP	IMAPP, INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$133.00	(\$133.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$48.00)	\$0.00	\$0.00	(\$48.00)
Ingeo	Ingeo - eRecording	(\$1,055.00)	\$508.00	(\$508.00)	(\$1,055.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$72.00	(\$72.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$871.00)	\$175.00	\$0.00	(\$696.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$6,213.00)	\$3,011.00	\$0.00	(\$3,202.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$197.00)	\$3.00	\$0.00	(\$194.00)
RUI	RESEARCH UNLIMITED INC	(\$93.00)	\$0.00	\$0.00	(\$93.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
simplifile	Simplifile - eRecording	(\$1,089.00)	\$2,219.00	(\$2,219.00)	(\$1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,116.20)	\$0.00	\$0.00	(\$1,116.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
Totals		(\$23,087.47)	\$6,826.40	(\$3,182.00)	(\$19,443.07)

Bank Deposit

From 02/01/2014 To 02/28/2014

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,108.00	
Check	\$9,339.50	
Total Deposit	\$10,447.50	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3362	Feb 3, 2014	1_ReceiptStation1_Mon / 3413	\$712.00	\$712.00		Bank Account
3363	Feb 3, 2014	11_Payson_Mon / 3414	\$67.00	\$67.00		Bank Account
3364	Feb 4, 2014	2_ReceiptStation1_Tue / 3416	\$655.00	\$655.00		Bank Account
3365	Feb 5, 2014	13_Payson_Wed / 3418	\$104.00	\$104.00		Bank Account
3366	Feb 5, 2014	3_ReceiptStation1_Wed / 3417	\$144.00	\$144.00		Bank Account
3367	Feb 6, 2014	14_Payson_Thu / 3420	\$65.00	\$65.00		Bank Account
3368	Feb 6, 2014	4_ReceiptStation1_Thu / 3419	\$530.90	\$530.90		Bank Account
3369	Feb 7, 2014	15_Payson_Fri / 3422	\$277.00	\$277.00		Bank Account
3370	Feb 7, 2014	5_ReceiptStation1_Fri / 3421	\$1,261.80	\$1,261.80		Bank Account
3371	Feb 10, 2014	1_ReceiptStation1_Mon / 3423	\$467.00	\$467.00		Bank Account
3372	Feb 10, 2014	11_Payson_Mon / 3424	\$167.00	\$167.00		Bank Account
3373	Feb 11, 2014	2_ReceiptStation1_Tue / 3426	\$489.00	\$489.00		Bank Account
3374	Feb 11, 2014	12_Payson_Tue / 3425	\$240.00	\$240.00		Bank Account
3375	Feb 12, 2014	13_Payson_Wed / 3427	\$86.00	\$86.00		Bank Account
3376	Feb 12, 2014	3_ReceiptStation1_Wed / 3428	\$594.00	\$594.00		Bank Account
3377	Feb 13, 2014	4_ReceiptStation1_Thu / 3430	\$557.00	\$557.00		Bank Account
3378	Feb 13, 2014	14_Payson_Thu / 3429	\$349.00	\$349.00		Bank Account
3379	Feb 14, 2014	5_ReceiptStation1_Fri / 3432	\$2,515.50	\$2,515.50		Bank Account
3380	Feb 14, 2014	15_Payson_Fri / 3431	\$230.00	\$230.00		Bank Account
3381	Feb 18, 2014	1_ReceiptStation1_Mon / 3433	\$2,151.00	\$2,151.00		Bank Account
3382	Feb 18, 2014	12_Payson_Tue / 3434	\$80.00	\$80.00		Bank Account
3383	Feb 19, 2014	13_Payson_Wed / 3436	\$229.00	\$229.00		Bank Account
3385	Feb 20, 2014	14_Payson_Thu / 3437	\$20.00	\$20.00		Bank Account
3386	Feb 20, 2014	4_ReceiptStation1_Thu / 3438	\$727.00	\$727.00		Bank Account
3393	Feb 21, 2014	5_ReceiptStation1_Fri / 3440	\$923.20	\$923.20		Bank Account
3394	Feb 21, 2014	15_Payson_Fri / 3439	\$200.00	\$200.00		Bank Account
3395	Feb 24, 2014	1_ReceiptStation1_Mon / 3445	\$2,510.00	\$2,510.00		Bank Account
3396	Feb 24, 2014	11_Payson_Mon / 3446	\$206.00	\$206.00		Bank Account
3397	Feb 25, 2014	2_ReceiptStation1_Tue / 3448	\$346.00	\$346.00		Bank Account
3398	Feb 25, 2014	12_Payson_Tue / 3447	\$113.00	\$113.00		Bank Account
3399	Feb 26, 2014	13_Payson_Wed / 3450	\$231.00	\$231.00		Bank Account
3400	Feb 26, 2014	3_ReceiptStation1_Wed / 3449	\$377.00	\$377.00		Bank Account
3401	Feb 27, 2014	14_Payson_Thu / 3451	\$266.00	\$266.00		Bank Account
3402	Feb 27, 2014	4_ReceiptStation1_Thu / 3452	\$573.00	\$573.00		Bank Account
3403	Feb 28, 2014	15_Payson_Fri / 3453	\$448.00	\$448.00		Bank Account
3404	Feb 28, 2014	5_ReceiptStation1_Fri / 3454	\$603.50	\$603.50		Bank Account
3405	Feb 28, 2014	previousday / 3457	\$269.00	\$269.00		Bank Account
3435	Feb 19, 2014	3_ReceiptStation1_Wed / 3435	\$422.00	\$422.00		Bank Account

Total	\$20,205.90	\$20,205.90
Non-Deposit Total (\$9,758.40)	(\$9,758.40)	
Deposit Total	\$10,447.50	\$10,447.50
Total Till Over/Short		\$0.00

Bank Deposit

From 02/01/2014 To 02/28/2014

Journal Activity

Account		Debits	Credits	Net
Asset				
1005 Suspense PrePayAccounts	1005 Suspense - Prepay	\$3,894.40	(\$250.00)	\$3,644.40
Cash	Cash/Check	\$10,447.50	\$0.00	\$10,447.50
D-1005-120-01-4612-003	Postage(deferred)	\$9.00	(\$9.00)	\$0.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$27.00	(\$27.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$36.00	(\$36.00)	\$0.00
ETransfer	Electronic Transfers	\$2,932.00	\$0.00	\$2,932.00
	Total	\$17,345.90	(\$322.00)	\$17,023.90
Liability				
1005 Suspense ChargeAccounts	1005 Suspense - Charge	\$72.00	(\$72.00)	\$0.00
	Total	\$72.00	(\$72.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$507.50)	(\$507.50)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$93.00)	(\$93.00)
1005-120-01-4612-003	Postage	\$0.00	(\$914.40)	(\$914.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$256.00)	(\$256.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$51.00)	(\$51.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$43.00)	(\$43.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$39.00)	(\$39.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$7,570.50)	(\$7,570.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$46.00)	(\$46.00)
1005-120-01-4612-027	Fax	\$0.00	(\$55.00)	(\$55.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,606.00)	(\$4,606.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7147-120-01-4612	Voter Postage	\$0.00	(\$287.50)	(\$287.50)
7147-120-01-4612-018	Voter	\$0.00	(\$1,805.00)	(\$1,805.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$745.00)	(\$745.00)
eRecording	eRecording	\$2,860.00	(\$2,860.00)	\$0.00
	Total	\$2,860.00	(\$19,883.90)	(\$17,023.90)
	Total	\$20,277.90	(\$20,277.90)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$10,447.50	\$0.00	\$10,447.50
	Range Total	\$10,447.50	\$0.00	\$10,447.50

ARF-2467

Consent Agenda Item 5. K.

Regular BOS Meeting

Meeting Date: 04/15/2014

Reporting Period: March 25, 2014

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Information

Subject

March 25, 2014, BOS Meeting Minutes.

Suggested Motion

Approval of the March 25, 2014, Board of Supervisors' meeting minutes.

Attachments

03-25-14 BOS Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: March 25, 2014

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Bryan B. Chambers, Deputy Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jacque Griffin led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Report on the status of correcting the incorrect property tax bills and the status of collecting the 2013 property taxes.

Debora Savage, Treasurer, advised that since she last provided an update to the Board of Supervisors on November 5, 2013, her staff has been working diligently with Tyler Technologies and RealWare to make the necessary corrections to the software systems to ensure that the tax bills are correct. The Treasurer's Office has collected \$2,356,000 thus far for the first half of the property taxes assessed for 2013. The parcels which need tax corrections are located throughout the County and are not in one area. There are 13 parcels that have been identified as not having maps, no starting or ending point, and require adjustments. These issues are being addressed by Tyler Technologies.

The adjustments to be made to the tax bills increase the exemption amount which equates to a difference of \$217; therefore, the majority of tax payers will see an increase in property taxes and it is unlikely there will be refunds made to the tax payers.

Chairman Pastor inquired if the software systems companies are working together with the County IT staff and Ms. Savage affirmed that was correct. Chairman Pastor then asked if the 2nd half taxes would be affected, to which Ms. Savage replied that the 2nd half taxes are payable now and become delinquent May 1, 2014, and are unaffected.

Kelly Riggs, Information Technology Director, provided additional information stating that once this issue with the 13 parcels has been corrected and the software systems programs interface properly, the problem should not reoccur.

Vice-Chairman Martin asked for clarification that the problem is isolated to the 13 parcels previously mentioned, to which Mr. Riggs affirmed that was correct. She then advised that it is imperative that the County execute a “dry run” to test the accuracy of the data and to ensure that the tax bills will be sent out accurately and in a timely fashion. Chairman Pastor advised that it would be beneficial to do a “dry run” in the near future with approximately 50 parcels to verify that the data is correct and to ensure the software programs are in fact working together. Mr. Riggs agreed and confirmed with IT staff that a “dry run” *can* be done.

The Board thanked Ms. Savage for this update.

B. Presentation of information from The Industrial Development Authority of the County of Gila, Arizona, regarding a proposal to form a countywide partnership with regard to economic development.

Cliff Potts, President of the Industrial Development Authority (IDA), introduced the IDA Board of Directors, those who were present and not present. He read aloud the IDA’s Mission Statement and outlined the functions and key strategies of the IDA. Mr. Potts stated that the IDA is committed to Gila County; expanding employment opportunities; improving the quality of life for its citizens; pursuing grants to help small businesses; being actively engaged in enhancing a marketing plan; eventually putting revenues back into the IDA; and finally, promoting tourism which creates more opportunities for economic development in the County. Additional key points are as follows:

1) The County has a commitment to economic development as does other stakeholders such as the chambers of commerce in northern and southern Gila County; economic development corporations in northern and southern Gila County; cities, towns and community colleges; Gila-Pinal Counties’ Workforce Investment Board; businesses; and federal and local trade organizations; however, they all seem to be operating independently. A major gap that exists with these stakeholders is to provide a channel of communication to the County so there is an interface.

2) A conduit is needed to outside resources, particularly with the State of Arizona and the federal government. As an example, on the Arizona Department of Tourism's website, the only restaurant listed for Globe is Little Caesar's Pizza. Another example provided by Mr. Potts is collaborating with the Town of Payson. He advised that recently funds were granted by Gila County to the Town of Payson to create a website for their economic development efforts. In discussions with Mayor Kenny Evans, Mr. Potts stated that with some additional funding that website can be created into a "countywide" website.

3) Mr. Pott's requested that the County invest in the manpower to collaborate, coordinate, support, and promote the various parties that promote economic development in Gila County.

Mr. Potts stated that the IDA Board is asking the County to include in its budget hiring an Economic Development Director. In doing so, the IDA offered to serve as an advisory board to interface with the Board of Supervisors in furthering the economic growth in Gila County. The person hired for this position would be expected to get results, leverage resources, and be a person with a successful track record, and who is able to improve the tax base in the County by utilizing their talents. Currently the IDA has a staff person designated to directly assist the person who may be hired for the position of Economic Development Director.

Mr. Potts provided two video presentations to illustrate how economic development is possible and would be beneficial to Gila County.

Vice-Chairman commented that she would converse with Mr. Potts at another time.

Supervisor Marcanti stated that he thought this was a good idea as long as the Director of Economic Development's activities were limited to a set budget and was paid based on producing positive results for the community. He also added that the County has committed to this effort in this past; however, it had no say in the actual goals for economic development.

Chairman Pastor thanked Mr. Potts and the IDA Board. In recent discussions with IDA Board members, Chairman Pastor commented that he believes the IDA now has a much better focus on its responsibilities for economic development. He also commented that the report was very detailed and informative. Chairman Pastor mentioned that there are other entities within Gila County that are also putting forth the same type of effort toward economic development. He believes that this is a first step in a positive direction.

Don McDaniel, County Manager, stated that it was an excellent presentation and he agreed that it was more focused than in past presentations to the

Board. He referenced a report he provided to the Board of Supervisors during a work session at the beginning of this year, and one of the items of discussion was for the County to consider taking more of a leadership role in economic development. At that time, the Board agreed that possibility should be considered further. Mr. McDaniel is not opposed to hiring an Economic Development Director; however, he believes that expectations and a performance plan need to be outlined to clearly define the role of this position. Mr. McDaniel stated that hiring a director and “turning him loose” will not likely change the direction as in the past. He emphasized the importance of having a structure in place with regard to that position, before anyone is hired.

C. Information/Discussion/Action to adopt Resolution 14-03-08 supporting the Southern Gila County Economic Development Corporation Copper Circle WayFinding and Signage Project which will build the region's capacity in economic/community development and cultural/historical preservation by providing a visually cohesive graphic communication system for visitors and residents in the Copper Circle Region.

Karalea Cox advised that she works for a company called Building Communities that has contracted with the Southern Gila County Economic Development Corporation (SGCEDC) to promote the Copper Circle Connections Wayfinding and Signage Project.

Mr. McDaniel stated that the SGCEDC group is requesting that the County provide in-kind support by adopting a resolution to support the project as stated above with signage and kiosks. He stated that this is a good first step to bring “branding” to Gila County.

Ms. Cox added that Freeport-McMoRan Copper & Gold approached the SGCEDC seeking a 501(3) (c) and the concept is to provide wayfinding and signage to visitors passing through Gila County. The project is designed to capitalize on funds that the Economic Development Corporation is already spending with branding and to leverage those funds as well as funds received from Freeport-McMoRan.

Supervisor Marcanti inquired as to the amount of the grant, to which Ms. Cox replied that the project total is \$155,790; the requested amount is \$77,540, and the SGCEDC is matching funds in the amount of \$78,250. The County would provide signage installation as an in-kind contribution.

Chairman Pastor clarified that the County is being asked to make an in-kind contribution in connection with grant funds made available through Freeport-McMoRan, to which Ms. Cox affirmed that was correct. She added that the SGCEDC will continue to work with Freeport-McMoRan in an effort to garner grant funding to promote economic development in Gila County. Upon motion

by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution 14-03-08 supporting the Southern Gila County Economic Development Corporation Copper Circle Wayfinding and Signage Project which will build the region's capacity in economic/community development and cultural/historical preservation by providing a visually cohesive graphic communication system for visitors and residents in the Copper Circle Region. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

D. Information/Discussion to begin the process of building a new animal control building.

Michael O'Driscoll, Health and Emergency Services Division Director, provided a PowerPoint presentation and explained that the current location of the animal shelter is owned by the City of Globe (City) and that the City is planning to use that location to expand its cemetery. He emphasized that the large number of animals euthanized in the County is due to a lack of space for the animals. Additionally, there are structural deficiencies with the building owned by the Humane Society currently used to house stray animals picked up by Gila County Rabies Control personnel. Steve Stratton, Public Works Division Director, in consort with the City, has located a building that is properly zoned and is suitable for an animal control shelter building; however, the cost is approximately one million dollars.

Chairman Pastor advised that a more detailed description of the building in question is needed for further discussion and consideration. Mr. O'Driscoll stated that he and John Castaneda, Animal Regulations Enforcement Manager, have visited several other counties in Arizona as well as the Payson Humane Society to see what type of facilities are currently in use. He and Mr. Castaneda plan to meet with the builder of a combined animal shelter/ rabies control facility in Santa Fe, New Mexico. Another consideration was partnering with the Humane Society in Gila County, but it was discovered that they are unable to partner with the County financially at this time; however, in the future the Humane Society may partner with the County by renting operating space to facilitate the adoptions of animals. Mr. Stratton offered to provide more information to the Board once the research has been completed.

Chairman Pastor stated that this has been an ongoing issue and then he inquired as to the Town of Payson's and the San Carlos animal control programs. Mr. O'Driscoll explained that the County pays \$36,000 for animal control services in Payson, and approximately \$6,000 for the Globe animal control services. He added that the City has its own animal control program; however, the Animal Control Officer is resigning and the City inquired of Mr. O'Driscoll if the County would consider assuming the duties of the City of Globe animal control program. He then stated that Payson has its own animal control officer, and San Carlos has its own program and two animal control

officers; however, a large volume of animals taken in by the County are from San Carlos.

Vice-Chairman Martin stated that the Animal Control Officer in Payson has been out of the office and may not return to work, which is an issue. She added that the cost of the partnerships in place is a quite a contrast to the proposed million dollar facility and that other options should be taken into consideration.

Chairman Pastor stated that at this time, this item is just an introduction to begin the process.

Supervisor Marcanti expressed that this has been a “pet peeve” of his and that exploration regarding this issue began about a year ago by talking with Brent Billingsley, Globe City Manager. Supervisor Marcanti stated that he and Mr. Stratton looked at some properties in the local community that may be suitable for an animal control shelter. The search produced a few options; there is a piece of property that the City owns that the County may be able to obtain at no cost. The property was donated to the City by Mrs. Shook, approximately 33-34 years ago and the property had a partial “shack” located on it. Since that time, the County has spent money on upgrades and maintenance of this “shack” to improve its condition. The structure is actually owned by the Humane Society and the land is owned by the City. He added that the issue of locating additional land for the City of Globe’s cemetery has been an ongoing issue. One option is to make some construction modifications to a metal building that is *already* owned by the County in order to provide a larger animal control facility at a much lower cost.

Chairman Pastor agreed and stated that the Board will keep this topic on a “front to mid burner” for further discussion.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Forrest McCoy of Pine, Arizona, stated that the position of the Pine Strawberry Water Improvement District (PSWID) is aggressive with regard to moving forward with the Special Election to be held on May 20, 2014, to elect a Board of Directors. He stated that the PSWID has prepared a flyer for the purpose of

inviting rate payers to a meeting on April 19, 2014, in an effort to increase awareness and participation of the voters and to allow the 8 candidates to “meet and greet” the voters. He added that the flyer is not intended to influence voters, but to inform voters of the candidates for the PSWID Board of Directors. Mr. McCoy then asked that the Board of Supervisors serving in the capacity of the PSWID Board of Directors to make a decision with regard to the distribution of the flyer by the end of this week.

Vice-Chairman Martin clarified that after reviewing the proposed flyer she advised that it was more than an announcement and that the County Attorney would need to approve the flyer before it is sent to the rate payers.

Chairman Pastor asked Vice-Chairman Martin to forward a copy of the flyer from Mr. Potts to the County Manager, Supervisor Marcanti and himself for review. He then directed the County Manager to review the meeting minutes from today to determine and follow up with issues.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:07 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-2457

Consent Agenda Item 5. L.

Regular BOS Meeting

Meeting Date: 04/15/2014

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 3-21-14; and 3-28-14

Submitted For: Jeffrey Hessenius,
Finance Director
Submitted By: Dana Sgroi, Contracts Support
Specialist, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 3-21-14; and 3-28-14.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 17, 2014, to March 21, 2014; and March 24, 2014, to March 28, 2014.

Attachments

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 3-21-14; and 3-28-14

Amendment #3 with Cactus Transport

Amendment No. 1 with Barbara Stone MSW, BSN, RN, MSN, FNP-C, PMHNP-C

Authorization to utilize Mohave contract for HVAC for Globe Jail Control Room

Authorization to utilize Mohave contract for HVAC for GED room

Professional Consulting Services Contract No. 022814-1 with Glen Halverson

Amendment No. 2 with Mundy Company Plumbing

Amendment No. 2 to Service Agreement 032913 with Earthquest Plumbing

Amendment #2 with Tree Pro to Contract 041613

Amendment No. 1 to Service Agreement No. 41613-1 with Bob Lee & Sons

Service Agreement No. 022814 with Noble Building LLC

Service Agreement No. 031914 with North Mechanical LLC

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**March 17, 2014 to March 21, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
092111-3 Cactus Transport, Inc.	Amendment No. 3 to Contract 092111-3 CRS-2 Chip Seal Oil	\$350,000.00	3-14-14 to 3-19-15	3-19-14	Expires	Contractor will supply CRS-2 Chip Seal Oil for the Roads division. Per BOS approved Policy BOS-FIN-002, Amendment No. 3 does not require BOS approval as long as the amendment does not alter the scope of the contract or the monetary commitment of the original Board award.
080913-2 Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C	Amendment No. 1 to Professional Services Agreement No. 080913-2 HIV Care and Services	\$10,000.00	1-4-14 to 3-31-15	3-19-14	Expires	Contractor will provide HIV Care & Services for Gila County Division of Health and Emergency Services. Amendment No. 1 extends the contract term to 03-31-15.
09D-PMAC2-0902 Pueblo Mechanical, LLC	Authorization to Utilize Mohave Contract No. 09D-PMAC2- 0902/S.A.V.E. Co-op	\$6,872.00	3-19-14 to 6-18-14	3-19-14	Expires	Gila County is utilizing our option to contract off of an existing cooperative agreement with Mohave County. Contractor will furnish and install a ductless AC unit for the Globe Jail control room.
09D-PMAC2-0902 Pueblo Mechanical, LLC	Mohave Contract No. 09D- PMAC2-0902/S.A.V.E. Co-op	\$6,001.26	3-19-14 to 6-18-14	3-19-14	Expires	Gila County is utilizing our option to contract off of an existing cooperative agreement with Mohave County. Contractor will furnish and install a ductless AC unit for the GED Room at the Globe Jail.

March 24, 2014 to March 28, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
022814-1 Glen David Halverson, CPA	Professional Consulting Services Contract No. 022814-1 Cost Allocation Plan and OMB Circular A-87	\$10,500.00	3-26-14 to 3-25-15	3-26-14	Expires	Consultant will review data and prepare a cost allocation plan & OMB Circular A-87 for fiscal years ending 06/13, 06/14 and 06/15.,
032813 Mundy Company Plumbing	Amendment No. 2 to Service Agreement No. 032813 URRD Emergency Repair/Replace	\$3,300.00	4-9-14 to 4-8-15	3-26-14	Expires	The contractor will provide labor and materials, as needed, for emergency repairs to sewer and water utilities, when requested by Community Services Housing Manager or designee.
032913 Earthquest Plumbing	Amendment No. 2 to Service Agreement No. 032913 URRD Emergency Repair/Replace	\$3,300.00	4-3-14 to 4-2-15	3-26-14	Expires	The contractor will provide labor and materials, as needed, for emergency repairs to sewer and water utilities, when requested by Community Services Housing Manager or designee.
041613 Tree Pro	Amendment No. 2 to Service Agreement No. 041613 Miscellaneous Tree Removal	\$2,000.00	4-25-14 to 4-24-15	3-26-14	Expires	The contractor will provide labor and materials, as needed, for miscellaneous tree removals, when requested by the Public Works Division Manager or designee.
041613-1 Bob Lee & Sons Tree Service	Amendment No. 1 to Service Agreement No. 041613-1 Miscellaneous Tree Removal	\$2,000.00	4-25-14 to 4-24-15	3-26-14	Expires	The contractor will provide labor and materials, as needed, for miscellaneous tree removals, when requested by the Public Works Division Manager or designee.
022814 Noble Building LLC	Service Agreement No. 022814 Weatherization Project No. HH#9516	\$10,850.20	3-26-14 to 6-30-14	3-26-14	Expires	Contractor to provide labor and materials to install a 2 ton ground set heat pump, duct sealing, repair water heater closet, etc... The need for the weatherization work to be done fits into the Housing Department's mission, "Improving the Quality of life for all residents, one life at a time" and vision "To live in a world where everyone is self sufficient".

March 24, 2014 to March 28, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031914 North Mechanical LLC	Service Agreement No. 031914 REM Designs	\$2,100.00	3-26-14 to 6-30-14	3-26-14	Expires	Contractor will perform REM designs for Community Services Division, which will be used to determine scope of work for future weatherization projects.



AMENDMENT NO. 3

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONTRACT 092111-3
CRS-2 CHIP SEAL OIL**

Effective March 20, 2012, Gila County and Cactus Transport, Inc. entered into a contract whereby Cactus Transport, Inc. agreed to provide CRS-2 Chip Seal Oil to various locations in Gila County for a twelve (12) month period. Per Section 3, Item 2, of the Contract, the County shall have the right, at its sole option, to renew the contract for two (2) one (1) year periods.

Amendment No. 1 was executed on April 02, 2013 and extended the contract term for a one (1) year period from March 20, 2013 to March 19, 2014, for an amount not to exceed \$50,000.00 without prior written agreement of the County.

Amendment No. 2 the Gila County Road Department has arrived at a total tonnage of CRS-2 Chip Seal Oil that will be needed for projects they have planned through June 2014. This will require an increase in the contract amount. Amendment No. 2 was executed on May 22, 2013 and increased Contract 092111-2, by an additional Three Hundred Thousand and no/100's (\$300,000.00) for the contract term from March 20, 2013 to March 19, 2014, making a new contract amount of Three Hundred Fifty Thousand and no/100's (350,000.00) for the contract term from March 20, 2013 to March 19, 2014.


Amendment No. 3 The contract will expire on March 19, 2014. Per Section 3, Item 2, of the Contract, the County shall have the right, at its sole option, to renew the contract for two (2) one (1) year periods. Amendment No. 3 will allow the contract to be extended for a one (1) year period from March 20, 2014 to March 19, 2015.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original Contract No. 092111-2, but in no event shall charges for the March 20, 2013 to March 19, 2014 extension exceed \$350,000.00 without prior written agreement of the County.

All terms, conditions and provisions of the original Contract No. 092111-2 shall remain the same and apply during the length of the renewal period from March 20, 2014 to March 19, 2015.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 19 day of MARCH, 2014.

GILA COUNTY:


Don E. McDaniel, Jr., County Manager

SUPPLIER:

CACTUS TRANSPORT, INC.


Suppliers Signature

Jason Hoffman
Print Name

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III Supervisor
1400 E. Ash St., Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928) 425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

**PROFESSIONAL SERVICES AGREEMENT NO. 080913-2
HIV CARE AND SERVICES**

AMENDMENT NO. 1

Effective April 01, 2013, Gila County and Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

The contract expires on March 31, 2014. Per page 5, Article X-Term, of the contract, Gila County may agree to renew the contract for as many as five (5) additional one (1) year periods.

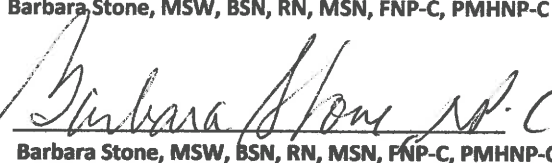
Amendment No. 1 will allow the contract term to be extended one (1) year from April 01, 2014 to March 31, 2015. Total annual compensation shall not exceed \$10,000.00, without prior written approval from the County.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 10 day of March, 2014.

**GILA COUNTY :
GILA COUNTY MANAGER**


Don E. McDaniel Jr.

CONTRACTOR:
Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C

Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C

EXECUTIVE SUMMARY FORM

Contract Name:

Gila County Jail Control Room Ductless AC unit

Contract No.:

Mohave Contract No.
09D-PMAC2-0902

Statement of Purpose and Need (3-5 Sentences)

The current AC unit in the Jail control room is shared with the jail. By installing a unit solely in the control room, in the event the unit in the jail goes down, the control room will not lose the climate control that is necessary for the equipment.

Contract End Date:

90 days after award

Renewal Option:

☐ Yes
☒ No

Maximum Dollar Limit:

\$6,872.00

Contract Information

Firm Name:

Pueblo Mechanical & Controls

Contact Person:

F.W. Cole

Address:

6771 E. Outlook Drive

Phone No:

520-545-1044

City:

Tucson

State:

AZ

Fax:

Email:

Whitey@pueblo-mechanical.com

Fund:

Gen Fund/Sheriff/Detention/Repair & Maintenance/Buildings

Type of Funds:

☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Fund Code:

1005.300.442.000.4300.60

Date Sent for Legal Review:

n/a

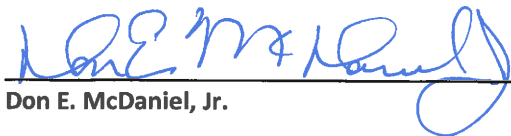
Date Returned:

Special Notes:

Gila County is part of the Mohave Cooperative for cooperative purchasing. By using the Mohave contract with Pueblo Mechanical & Controls, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Mohave Educational Services Cooperative, Contract No. 09D-PMAC2-0902, for HVAC approved this 19 day of MARCH, 2014.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



Design Build HVAC Specialists!

PROPOSAL – Gila County Jail control room Ductless AC unit (Mohave JOC #09D-PMAC2-0902)

PM&C Proposal # 14-02-031A

From: Pueblo Mechanical and Controls, Inc.

Date: 3/5/14

Attn: Robert Hickman
Gila County
1400 E Ash
Globe, Az 85501
928-200-1643, rhickman@gilacountyaz.gov

Terms and Conditions of Mohave JOC #09D-PMAC2-0902 apply.

Dear Bob;

Our Mohave quote for a new ductless AC unit for the control room at the Gila County Jail is below. Please call if you have any questions.

- Provide and install condensing unit on roof, set on Dura block feet
- Provide and install indoor fan unit inside room
- Provide and install insulated refrigerant lines thru roof, providing new roof jack
- Provide and install wire and conduit from existing circuit in panel in Shop, routing through block wall and across roof, including new fused NEMA 3R disconnect, for the new control room AC unit
- Provide and install new full size condensate pump, with discharge to nearest approved location
- Start and test for proper operation.
- Provide two year parts and labor warranty.

We Exclude The Following:

- Asbestos identification, abatement, or removal
- Repair or replacement of any existing device found to be inoperable
- Shift or premium labor rates

Complete material, service, and labor sub total:	\$ 6,508.20
Mandated applicable taxes (Globe- 5.59%):	\$ 363.80
Bonding [If required]:	\$ N/A

Total Cost for Control room unit:	\$ 6,872.00
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Note: Progress billing authorized when/if required due to project timeline

All projects over \$100,000 must be individually bonded, projects under this amount are at the discretion of the customer; by accepting this proposal you agree to waive bonding for this

ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State JOC Contract #ADSP011-009974 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com

AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462



Design Build HVAC Specialists!

project. If you require bonding please contact Pueblo Mechanical immediately, and we will provide a quote for the bonding amount.

We look forward to providing this important service; please call if you have any questions.

Sincerely,

F. W. Cole
520-545-1044 520-545-1048
Whitey@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

DON E. McDANIEL, JR.
Name COUNTY MANAGER

[Signature]
Signature

3/19/14
Date

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State JOC Contract #ADSP011-009974 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com

AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462

EXECUTIVE SUMMARY FORM

Contract Name:

Gila County Jail GED Room Ductless AC unit

Contract No.:

Mohave Contract No.
09D-PMAC2-0902

Statement of Purpose and Need (3-5 Sentences)

The chapel is being converted into a GED room and has no AC unit. Major Solberg is requesting an AC unit be installed in the GED room.

Contract End Date:

90 days after award

Renewal Option:

☐ Yes

☒ No

Maximum Dollar Limit:

\$6,001.26

Contract Information

Firm Name:

Pueblo Mechanical & Controls

Contact Person:

F.W. Cole

Address:

6771 E. Outlook Drive

Phone No:

520-545-1044

City:

Tucson

State:

AZ

Fax:

Email:

Whitey@pueblo-mechanical.com

Fund:

Gen Fund/Sheriff/Detention/Repair & Maintenance/Buildings

Type of Funds:

☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code:

1005.300.442.000.4300.60

Date Sent for Legal Review:

n/a

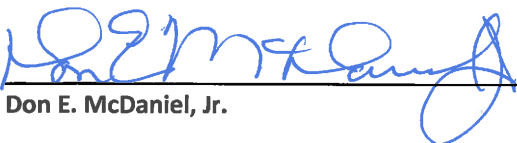
Date Returned:

Special Notes:

Gila County is part of the Mohave Cooperative for cooperative purchasing. By using the Mohave contract with Pueblo Mechanical & Controls, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Mohave Educational Services Cooperative, Contract No. 09D-PMAC2-0902, for HVAC approved this 19 day of MARCH, 2014.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



Design Build HVAC Specialists!

PROPOSAL – Gila County Jail GED room Ductless AC unit (Mohave JOC #09D-PMAC2-0902)

PM&C Proposal # 14-02-031B

From: Pueblo Mechanical and Controls, Inc.

Date: 3/5/14

Attn: Robert Hickman
Gila County
1400 E Ash
Globe, Az 85501
928-200-1643, rhickman@gilacountyaz.gov

Terms and Conditions of Mohave JOC #09D-PMAC2-0902 apply.

Dear Bob;

Our Mohave quote for the new ductless AC unit for the GED room at the Gila County Jail is below. Please call if you have any questions.

Pueblo Mechanical and Controls is pleased to submit this proposal to install (1) 2 ton unit for the GED room at the Gila County Jail in Globe, Az.

- Provide and install condensing unit on roof, set on Dura block feet
- Provide and install indoor fan unit inside room
- Provide and install insulated refrigerant lines thru roof, utilizing unused dryer vent pipe cap for routing to roof
- Provide and install new circuit from electrical room adjacent to the GED room office using MC cable with wire, to include new 20 amp two pole breaker and NEMA 3R disconnect at roof top unit, for the new GED room AC unit
- Provide and install new full size condensate pump, with discharge to nearest approved location
- Start and test for proper operation.
- Provide two year parts and labor warranty.

We Exclude The Following:

- Asbestos identification, abatement, or removal
- Repair or replacement of any existing device found to be inoperable
- Shift or premium labor rates

Complete material, service, and labor sub total:	\$ 5,683.55
Mandated applicable taxes (Globe- 5.59%):	\$ 317.71
Bonding [If required]:	\$ <u>N/A</u>

Total Cost for GED room unit:	\$ 6,001.26
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ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State JOC Contract #ADSP011-009974 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com

AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462



Design Build HVAC Specialists!

Note: Progress billing authorized when/if required due to project timeline

All projects over \$100,000 must be individually bonded, projects under this amount are at the discretion of the customer; by accepting this proposal you agree to waive bonding for this project. If you require bonding please contact Pueblo Mechanical immediately, and we will provide a quote for the bonding amount.

We look forward to providing this important service; please call if you have any questions.

Sincerely,

F. W. Cole
520-545-1044 520-545-1048
Whitey@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

DON E. MCDANIEL, JR.
Name COUNTY MANAGER

[Signature]
Signature

3/19/19
Date

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State JOC Contract #ADSP011-009974 • TCPN Contract #R5044
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Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Clerk of the Board
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL CONSULTING SERVICES

CONTRACT NO. 022814-1

COST ALLOCATION PLAN AND OMB CIRCULAR A-87

THIS AGREEMENT, made and entered into this 26th day of MARCH, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Glen David Halverson of the City of Edmonds, County of Snohomish County, State of Washington, hereinafter designated the **CONSULTANT**.

WITNESSETH: That the Consultant, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

Whereas, the County provides services and programs to outside entities, the public, and other governmental agencies, for which it provides services.

ROLE OF INDEPENDENT CONSULTANT TO REPRESENT GILA COUNTY:

Consultant will obtain and review all relevant data with regard to the development of cost allocation plans which support County costs and services provided by County agencies for the purpose of enhancing County Cost reimbursement and revenue enhancement, in accordance with Federal Cost Principals.

Consultant will meet and coordinate with County staff, in a timely manner, to ensure the collection of data, all necessary information, material pertinent for the execution of this contract for the cost allocation plans for the fiscal year ended June 30, 2013, June 30, 2014 and June 30, 2015. The County shall cooperate with the Consultant in carrying out the work herein and shall provide assistance as necessary for liaison with the Consultant and other agencies of the County.

Consultant shall maintain full and accurate records with respect to all matters covered under this contract. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner in accordance with the provisions thereof and all applicable laws.

Consultant shall, or will secure at his own expense, all personnel required in performing the services under this contract. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be qualified to perform such services.

Consultant shall not obligate the County to Third Parties. The County shall not be obligated or held liable hereunder to any party other than the Consultant.

ARTICLE I – SCOPE OF SERVICES: The Consultant hereby offers and agrees to furnish professional services in compliance with all terms and conditions, instructions, specifications, material and any amendments contained in this contract by performing in a professional manner the following services:

- Preparation of a Full Cost Allocation Plan
- OMB Circular A-87 Cost Allocation Plan (Central Services and Indirect Cost Rate Proposal) for the County
- Provide Services and related information and schedules consistent with prior years based upon actual expenditures for the fiscal year ended as of June 30, 2013, 2014 and 2015
- Consultant shall furnish information and reports, upon request and as required, such as periodic reports concerning the status of the project, such statements, certifications, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. Copies of all documentation and other materials prepared or developed in relation with or as part of the project.
- Time of Performance, the services performed hereunder by the consultant shall be undertaken and in effect by June 30, 2015, 2016 and 2017.

Any Change to the scope of services, shall be mutually agreed upon, by and between the County and Consultant, and shall be incorporated, acknowledged, and issued as a result of any change in written amendment to this contract.

ARTICLE II – SCHEDULE OF PERFORMANCE: The Consultant further agrees the services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best performed for the purpose of this agreement. The project and all services shall be completed within a maximum of twelve (12) months of the beginning of an on-site service, unless otherwise agreed.

ARTICLE III – SCHEDULE AND FEES: The parties agree that the following compensation shall apply to the Agreement as specified between Gila County (County) and Glen David Halverson (Consultant). The County agrees to pay the Consultant a sum of Ten Thousand Five Hundred dollars (\$10,500.00) for all services performed hereunder annually, the sum in the amount consistent with the original proposal or agreed amount, for the performance in accordance with the Scope of Services. This fee shall cover all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

Additional services shall be determined by agreement by the County and Consultant, and billed at the rate of One Hundred dollars (\$100.00) per hour, or other agreed amount depending upon the services requested. Services in subsequent periods will be charged in accordance with the scope of services and proposal. IN the event we are not able to satisfy your needs in a timely and professional manner, you may review the situation and decide whether, in the sole discretion of the County, some additional payment to Consultant is appropriate in view of the overall value of the service(s) rendered and recoveries made.

SCHEDULE OF PAYMENT:

- Forty percent (40%) of fee progress payment following on-site work
- Forty percent (40%) of fee upon completion of draft Cost Allocation Plans
- Twenty percent (20%) of fee upon acceptance by County

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Consultant at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this contract.

The undersigned Consultant hereby offers and agrees to furnish the material or services in compliance with all the terms and conditions, instructions, specifications and any amendments contained in this contract, as awarded, is for the following work and understands that payment for the total work will be made on the basis of the indicated amount. Signature also certifies that the proposal is genuine, and is not in any way collusive or a sham. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the

terms and conditions agreed upon by both parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties thereto.

ARTICLE IV – INDEMNIFICATION CLAUSE: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, demands, suits, proceedings, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions, professional error, fault, mistake, of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that the Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

The Consultant shall hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliances furnished or used under this contract, and agrees to defend, at his own expense, any and all actions brought against the County or himself due to the unauthorized use of such articles.

ARTICLE V - INSURANCE REQUIREMENTS: Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability not less than those stated below.

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

Policy shall 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

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".**

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

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written

notice has been given to the County. Such notice shall be sent directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. 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 endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be mailed directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** or email to Jeannie Sgroi at jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Consultant shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

ARTICLE VII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or upon given thirty (30) days written notice. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Consultant to fulfill in a timely or proper manner his obligation under this agreement to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to the Consultant, if Consultant fails to perform adequately the stipulations, conditions or

services, specifications required in this contract for acting or failing to act as agreed; or fails to furnish the required service and/or product within the time stipulated in this contract; or fails to make progress in the performance of the requirements of the Consultant and/or gives the County a positive indication that the Consultant will not or cannot perform to the requirements of the contract, by specifying the effective date of such termination.

ARTICLE IX – CONTRACT PERIOD: The terms of this contract shall commence and shall remain in effect for a period of one (1) year with the option of two one (1) year extensions, if agreed by both parties. The Consultant agrees that the performance for each year will commence with the Notice to Proceed for the time to be agreed upon between the County and the Consultant. The time of performance may be extended for like services for additional periods, whereas the Consultant agrees that the County shall have the right, at its sole option, to renew the contract. In the event that the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal periods. Optional tasks and additional work may be authorized as mutually agreed upon.

ARTICLE X – PAYMENT: The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Services will be invoiced as agreed, or in accordance with the proposal schedule.

When rights and remedies not waived, in no event, shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of contract, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

Any notices, bill, invoices, or reports required by this agreement shall be sufficient if sent by the parties in standard USPS mail, postage paid, to the address noted below:

Gila County
Jeff Hessenius, Finance Director
1400 E. Ash Street
Globe, Arizona 85501
928-402-8743

Glen D. Halverson
9792 Edmonds #162
Edmonds, Washington 98020
800-848-4153

The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of \$ 10,500.00. Additional work, as authorized, will be performed on a Time and Materials basis, per a mutually agreed upon fee, prior to the execution of the additional work, between the County and the Consultant.

Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Consultant, the County agrees to pay the Consultant amount of not more than \$10,500.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 022814-1

GILA COUNTY:


Don E. McDaniel, Jr., County Manager *3/24/14*

GLEN DAVID HALVERSON:


Signature of Consultant

GLEN DAVID HALVERSON
Print Name



AMENDMENT NO. 2 To SERVICE AGREEMENT 032813

The following amendments are hereby incorporated into the Service Agreement documents for the below stated project:

**SERVICE AGREEMENT 032813
URRD EMERGENCY REPAIR/REPLACE**

MUNDY COMPANY PLUMBING, INC.

Effective April 09, 2013, Gila County and Mundy Company Plumbing, Inc. entered into a Service Agreement whereby Mundy Company Plumbing, Inc. agreed to provide labor and materials, as needed, for emergency repairs to sewer and water utilities, when requested by Community Services-Housing Manager or designee.

Amendment No. 1 was executed on July 17, 2013 to increase the original contract amount from Three Thousand Five Hundred dollars (\$3,500.00), by Four Thousand, One Hundred Forty-Eight dollars and 94/100's (\$4,148.94), for a new contract total of Seven Thousand Six Hundred Forty-Eight and 94/100's (\$7,648.94).

Service Agreement No. 032813 will expire April 8, 2014. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 2 to Service Agreement No. 032813, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from April 9, 2014 to April 8, 2015.

Additionally, Amendment No. 2 will serve to adjust the contract total to Three Thousand, Three Hundred dollars and no/100's, for the term of April 9, 2014 to April 8, 2015.

All other terms and conditions of the original contract, shall remain the same and apply during the April 9, 2013 to April 8, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 26 day of MARCH, 2014.

GILA COUNTY


Don E. McDaniel, Jr. County Manager

MUNDY COMPANY PLUMBING, INC.


Authorized Signature


Print Name



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 032913

The following amendments are hereby incorporated into the Service Agreement documents for the below stated project:

SERVICE AGREEMENT 032913 URRD EMERGENCY REPAIR/REPLACE

EARTHQUEST PLUMBING, INC.

Effective April 03, 2013, Gila County and Earthquest Plumbing, Inc. entered into a Service Agreement whereby Earthquest Plumbing, Inc. agreed to provide labor and materials, as needed, for emergency repairs to sewer and water utilities, when requested by Community Services-Housing Manager or designee.

Amendment No. 1 was executed on August 1, 2013 to increase the original contract amount from Three Thousand Five Hundred dollars (\$3,500.00), by Two Thousand, One Hundred Fifty-Eight dollars and 80/100's (\$2,158.80), for a new contract total of Five Thousand Six Hundred Fifty-Eight and 80/100's (\$5,658.80).

Service Agreement No. 032913 will expire April 2, 2014. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.


Amendment No. 2 to Service Agreement No. 032913, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from April 3, 2014 to April 2, 2015.

Additionally, Amendment No. 2 will serve to adjust the contract total to Three Thousand, Three Hundred dollars and no/100's, for the term of April 3, 2014 to April 2, 2015.


All other terms, conditions and provisions of the original contract, shall remain the same and apply during the April 3, 2014 to April 2, 2015 renewal period.

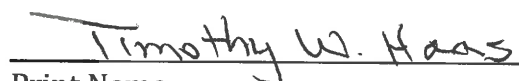
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 26 day of MARCH, 2014.

GILA COUNTY


Don E. McDaniel, Jr. County Manager

EARTHQUEST PLUMBING, INC.


Authorized Signature


Print Name

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928) 425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 041613

*The following amendments are hereby incorporated into the
agreement for the below project*

**GILA COUNTY
AND
TREE PRO**

Effective April 25, 2013, Gila County and Tree Pro entered into a contract whereby Tree Pro agreed to provide Miscellaneous Tree Removals to Gila County for a term of twelve (12) months, ending April 24, 2014.

AMENDMENT NO. 1 was executed on May 29, 2013 to increase the original contract amount by One Thousand Six Hundred dollars and no cents (\$1,600.00), for a revised amount of Thirty Six Hundred dollars and no cents (\$3,600.00).

AMENDMENT NO. 2 to the Agreement will exercise the option to renew the term of the Agreement per Item No. 13 as follows:

Gila County hereby elects to renew the term of the agreement for one (1) one (1) year term, from April 25, 2014 to April 24, 2015.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the April 24, 2014 to April 24, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 26 day of MARCH, 2014.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 3/26/14

TREE PRO


Signature

JERRY M. SMITH
Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 41613-1

The following amendments are hereby incorporated into the agreement for the below project

SERVICE AGREEMENT 041613-1 MISCELLANEOUS TREE REMOVAL

BOB LEE AND SONS TREE SERVICE

Effective April 25, 2013, Gila County and Bob Lee and Sons Tree Service entered into a contract whereby Bob Lee and Sons Tree Service agreed to provide Miscellaneous Removal of Potentially Hazardous Trees to Gila County for a term of twelve (12) months, ending April 24, 2014.

Service Agreement No. 041613-1 will expire on April 24, 2014. Per Article 13-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

AMENDMENT NO. 1 to Service Agreement No. 041613-1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 25, 2014 to April 24, 2015, for a contract amount of not to exceed Two Thousand dollars and no/100's (\$2,000) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 25, 2014 to April 24, 2015 renewal period.

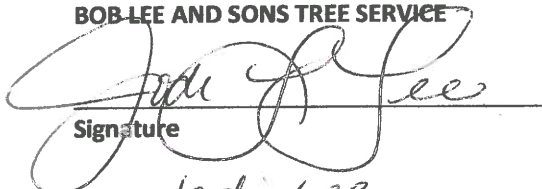
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 19 day of March, 2014.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 3/20/14

BOB LEE AND SONS TREE SERVICE


Signature
Jodi Lee
Print Name

Tommie C. Martin, District I
610 e. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022814
WEATHERIZATION PROJECT NO. HH#9516

THIS AGREEMENT, made and entered into this 26TH day of MARCH, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9516, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 022814, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 022814, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

Policy shall 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 |

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

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

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. 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 endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of one (1) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The term of the Contract shall commence on date of award and remain in effect through June 30, 2014.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid in two separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one half (1/2) of the total contract amount. The second and final invoice for one half (1/2) of the total contract amount shall be presented to the Finance Department by Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 022814 is for a total flat fee amount of \$10,850.20 for completion of the projects as outlined in the Article 1-Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- * Purchase Order Number
- * Contract Number
- * Invoice Number
- * Service Location
- * Vendor Name and Address
- * Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 022814 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

NOBLE BUILDING LLC


Don E. McDaniel Jr., County Manager


Signature

Date: 3/26/14

Jalidiah Byron Tanenhaus
Print Name



238 W. Thompson Road
PAYSON, AZ 85541

Estimate

2/25/2014

MM0516
705 E. Miller Rd (lot 44)
Payson AZ 85541

Description	Total
1) Infiltration	864.00T
2) Duct sealing	1,162.00T
3) Install new 2 Ton 14SEER ground set heat pump	6,492.00T
4) Repair water heater closet	860.00T
5) Complete ASHRAE Ventilation per 62.2	800.00T

Thank you

Any alteration or deviations from the above specifications involving extra cost, material or labor will become an extra charge and will be determined before proceeding with the additional work or will be billed in the form of Time & Material (\$45 per hour+ Material+ 15%+ sales tax).

Contractor agrees to complete the work in a substantial and workmanlike manner and in accordance with accepted industry practices and commercially accepted tolerances. Contractor makes no warranty, expressed or implied (including warranty of fitness for purpose), except as expressly stated in this contract or as required by the Arizona statutes and regulations applicable to contractors as the date this contract is signed.

Any disputes between the parties shall be resolved under the laws of Arizona, in the courts of Gila County. Prevailing party shall receive reasonable attorney's fees, costs and interest.

This written contract constitutes the entire agreement between the parties.

Subtotal	\$10,288.00
Sales Tax (5.67%)	\$582.20
Total	\$10,870.20

Excepted _____

HH# 9516

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC**STATEMENT AS FOLLOWS:****URRD**

2000.171_____	URRD13_93 06_01	\$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD13_93 06_02	\$ 1800.00	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC13_93 11_02	\$_____	Minor repair -- Srs./Cooler Program
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DOE/WAP

2000.171_____	DOE13_93 01_01	\$_____	DOE/WAP Admin
2000.171_4340.61	DOE13_93 01_02	\$_____	DOE/WAP Training
2000.171_____	DOE13_93 01_03	\$ 3050.20	DOE/WAP Program Operations
2000.171_____	DOE13_93 01_04	\$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171_____	LHP13_93 02_01	\$_____	LIHEAP/WAP Admin
2000.171_____	LHP13_93 02_03	\$_____	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG13_93 03_01	\$_____	SWG Admin
2000.171_4320.85	SWG13_93 03_03	\$_____	SWG/WAP Program Operations
2000.171_4320.84	SWG13_93 03_03	\$_____	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS14_03 04_01	\$_____	APS Admin
2000.171_4320.84	APS14_03 04_03	\$ 6000.00	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	\$_____	WAP SRP Program Operations
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Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
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GILA COUNTY
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 031914
REM DESIGNS

THIS AGREEMENT, made and entered into this 26th day of March, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and North Mechanical LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Prepare REM Designs for the Office of Community Services-Housing. REM Design is a computer generated cost analysis that provides a savings to investment ratio, which will dictate grant requirements. It creates the guidelines for the scope of work that is outside the priority scope of work to optimize the housing improvement possibilities.

Contractor Fee's: \$150.00/per Design

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall 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

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

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

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. 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 endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6- WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of one (1) years from date of completion. All guarantees will inure to the benefit of the County

and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the Contract shall commence on date of award and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a total flat fee amount of \$ 2,100.00. for completion of the projects as outlined in the Article 1-Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 031914 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/26/14

NORTH MECHANICAL LLC


Signature

Dan North
Print Name