PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' HEARING ROOM, 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, SEPTEMBER 11, 2018 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **PRESENTATIONS:**

   A. Public recognition of two employees for September's "Spotlight on Employees" Program, as follows: Andrea Hamm and Debra Blevins. **(Erica Raymond)**

   B. Presentation of the 2017 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd/Sarah White)**

3. **PUBLIC HEARINGS:**

   A. Convene a public hearing to hear from citizens on the FFY 2018 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding in the amount of $165,517 that will be used for 3 proposed CDBG housing rehabilitation projects in Gila County; authorize the submittal of the Application to the State of Arizona Department of Housing; and adopt related Resolution Nos. 18-09-02 and 18-09-03. **(Malissa Buzan)**

4. **REGULAR AGENDA ITEMS:**

A. Information/Discussion/Action to approve the correct total dollar amount of the License and Services Agreement with Tyler Technologies, Inc. that was approved by the Board of Supervisors on July 24, 2018, in the amount of $106,070 and should have been presented as $286,444. **(Mary Springer/Joseph Williams)**

B. Information/Discussion/Action to certify the collection amounts for the Superior Court, Payson Regional Justice Court, and Globe Regional Justice Court as presented. **(Mary Springer)**

C. Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Payson Roundup newspaper on September 18, 2018. **(Mary Springer)**

D. Information/Discussion/Action to approve language added to Article III-Section 1(G) of the Bylaws of the Gila County Community Action Plan Advisory Board and the Amendment to the Bylaws which outlines the process for new member orientation. **(Malissa Buzan)**

E. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080318 Supplemental Nutrition Assistance Program Education Support Services. **(Michael O'Driscoll)**

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. Ratification of the Board of Supervisors' approval for the Health and Emergency Management Division to submit an application to the Arizona Department of Health Services for CDC-RFA-TP-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response funds in the amount of $75,000 to provide emergency response to the public with regard to the health opioid crisis for the period September 1, 2018, through August 31, 2019.

B. Approval of Amendment No. 5 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.

C. Approval to reappoint or appoint the following individuals to the Gila County Cooperative Extension Advisory Board of Directors: Fred Jimenez and Twila Cassador-reappointment for the term that began on January 1, 2018, through December 31, 2019; and Ben Dalmolin, Dorine Prine and Mike Henderson-appointment to fill 3 vacancies for the term that ends on December 31, 2019.

D. Approval of a Special Event Liquor License Application submitted by the Mogollon Valley Pit Program for a fundraising event to be held on September 14-15, 2018, at the Mary Ellen Randall Horse Arena in Pine.

E. Acknowledgement of the July 2018 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

F. Acknowledgment of the July 2018 monthly activity report submitted by the Recorder's Office.

G. Acknowledgment of the July 2018 monthly activity report submitted by Clerk of the Superior Court's Office.

H. Acknowledgment of the July 2018 monthly activity report submitted by the Payson Regional Constable's Office

I. Acknowledgment of the July 2018 Monthly Activity Report submitted by the Globe Regional Constable's Office.

J. Approval of the August 20, 2018, and August 28, 2018, Board of Supervisors' meeting minutes.

K. Acknowledgment of the Human Resources reports for the weeks of August 7, 2018, August 14, 2018, August 21, 2018, and August 28, 2018.

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 County Manager may present a brief summary of current events. No action may be taken on information 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. §38-431.03(A)(3).

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

ARF-5070 **Presentation** **2. A.**

Regular BOS Meeting

Meeting Date: 09/11/2018
Submitted For: Shelley McPherson, HR and Risk Management Director
Submitted By: Erica Raymond, Human Resources Assistant Sr.
Department: Human Resources

Information

Request/Subject

September 2018 "Spotlight on Employees" Program.

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

Public recognition by the Human Resources Department to publicly recognize two employees for September 2018 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of two employees for September's "Spotlight on Employees" Program, as follows: Andrea Hamm and Debra Blevins. **(Erica Raymond)**

Attachments

Andrea Hamm

Debra Blevins

SPOTLIGHT

on Employees

_____
Employee Name

☐ Team Work
☐ Quality
☐ Morale Building
☐ Integrity
☐ Customer Service
☐ Initiative

Example:_____

_____

_____

_____

_____ _____

Supervisor Date

SPOTLIGHT

on Employees

_____
Employee Name

☐ Team Work
☐ Quality
☐ Morale Building
☐ Integrity
☐ Customer Service
☐ Initiative

Example:_____

_____

_____

_____

_____ _____

Supervisor Date

ARF-4827 **Presentation** **2. B.**

Regular BOS Meeting

Meeting Date: 09/11/2018
Submitted For: Adam Shepherd, Sheriff
Submitted By: Sarah White, Chief Administrative Officer
Department: Sheriff's Office

Information

Request/Subject

Presentation of the 2017 Gila County Sheriff's Office Annual Report.

Background Information

It is 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 2017. 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

Presentation of the Gila County Sheriff's Office 2017 Annual Report.

Suggested Motion

Presentation of the 2017 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd/Sarah White)**

Attachments

2017 Annual Report

GILA COUNTY SHERIFF'S OFFICE

ANNUAL REPORT 2017

SHERIFF J. ADAM SHEPHERD

GUIDING VALUES OF THE SHERIFF'S OFFICE

INTEGRITY	LEADERSHIP	COMMITMENT
FAIRNESS	PROFESSIONALISM	COMPASSION
DEDICATION	RESPECT	CONSISTENCY

To the Citizens of Gila County from Gila County Sheriff Adam Shepherd:

Welcome to the 2017 Annual Report for the Gila County Sheriff's Office.

In communicating with the public that we serve, our focus continues to be to search for more and better methods to provide timely, useful information to the public. We have been able to develop some very successful programs (please see below) and are committed to expanding interaction with our citizens as we continue to move the agency forward.

There is a wide array of opportunities for citizens to make contact with the Sheriff's Office. In addition to visiting our offices in Globe and Payson in person, you can also connect to our Facebook by searching for 'Gila County Sheriff's Office,' and following our page for real-time emergency notices and regional information including our daily news releases.

'Offender Watch' is an automated sex-offender tracking system where residents can search their neighborhoods and sign up for notifications. Simply follow this link to sign up for the service: http://www.gilacountyaz.gov/government/sheriff/sex_offender_search.php. Also this year we continue to be able to offer a completely anonymous reporting system for criminal activity thanks to a partnership with Freeport McMoran called 'WeTip' (information can be provided online at www.wetip.com or by calling 1-800-78-crime).

Gila County Emergency Management maintains an emergency notification system designed for Gila County citizens to receive critical information regarding their neighborhoods, on a variety of devices. We encourage all county residents to sign up with Everbridge at http://www.readygila.com/, and follow other information on the site regarding preparedness for emergencies. In addition statewide road conditions can be found through the State of Arizona's information system on the internet at www.AZ511.gov, or by calling 511.

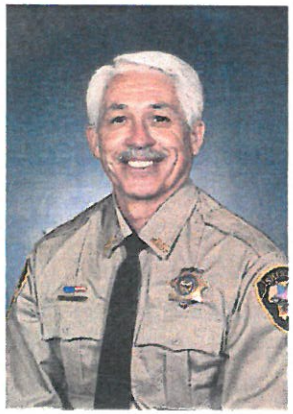
We are always looking for persons who would like to explore a career in law enforcement, or who have served in another jurisdiction and would like to continue in public service. We have a wide diversity of opportunities that come up for employment throughout the year, including Deputy Sheriff, Detention Officer, Dispatcher, and various administrative positions. For information on employment with the Sheriff's Office please visit: http://www.gilacountyaz.gov/government/human_resources/employment/employment_opportunities.php by internet, or contact the Sheriff's Office or Gila County Human Resources in person (Globe, 928-425-4449, or Payson 928-474-2208).

In addition to paid employment, there is also a wide array of opportunities for citizens wishing to volunteer their time. We have Sheriffs' Posses located at both north and south locations in the county. The volunteers serve in a number of capacities, including patrol, security, search and rescue and other specialty areas. If you are interested in volunteering your time to your community, please come by one of our offices or contact us at the numbers shown above.

J. Adam Shepherd

J. Adam Shepherd- Sheriff

2017 CRIME STATISTICS

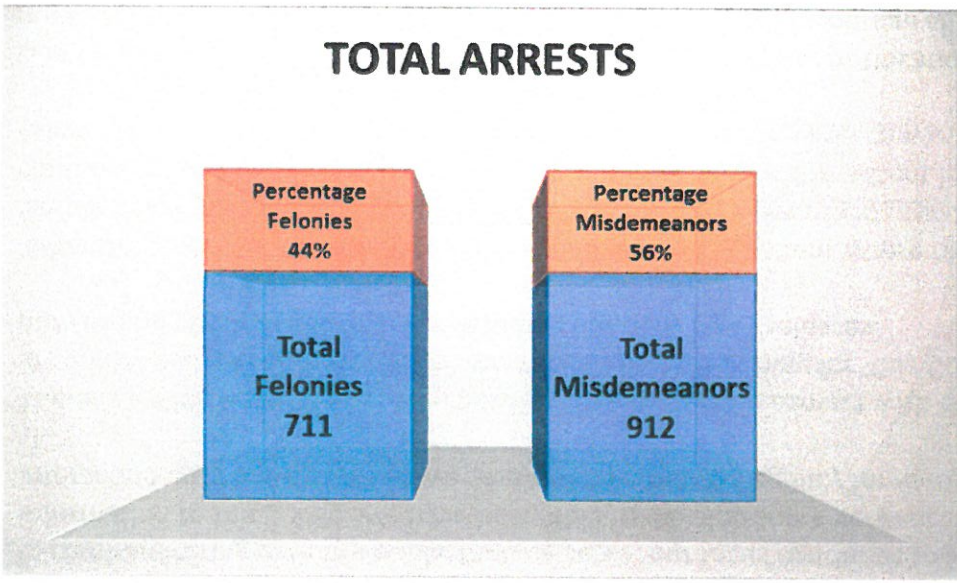


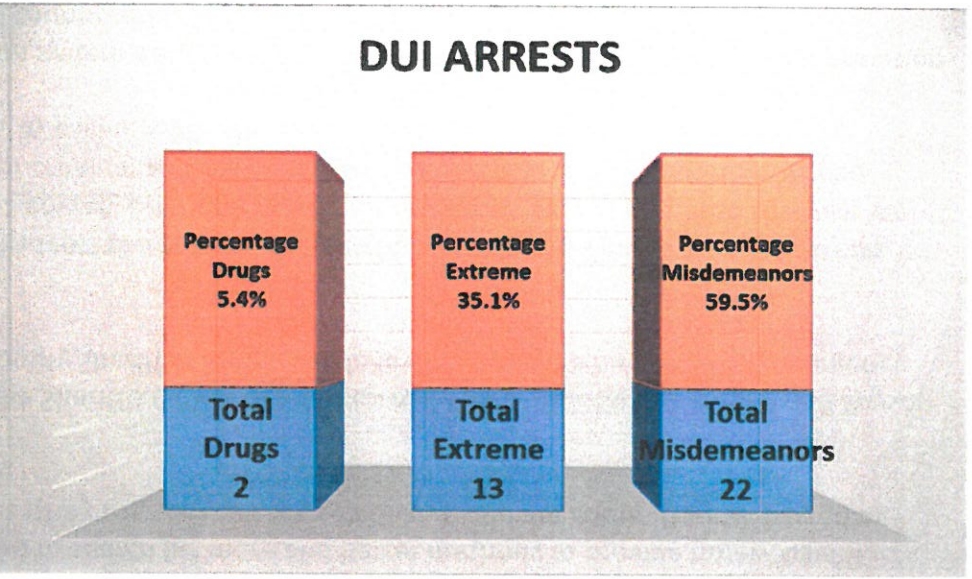
Johnny Sanchez
Chief Deputy

Our commitment to public service for the safety and security of our communities means that we work to provide an environment in which our residents and visitors want to live, work, shop and enjoy our many natural resources.

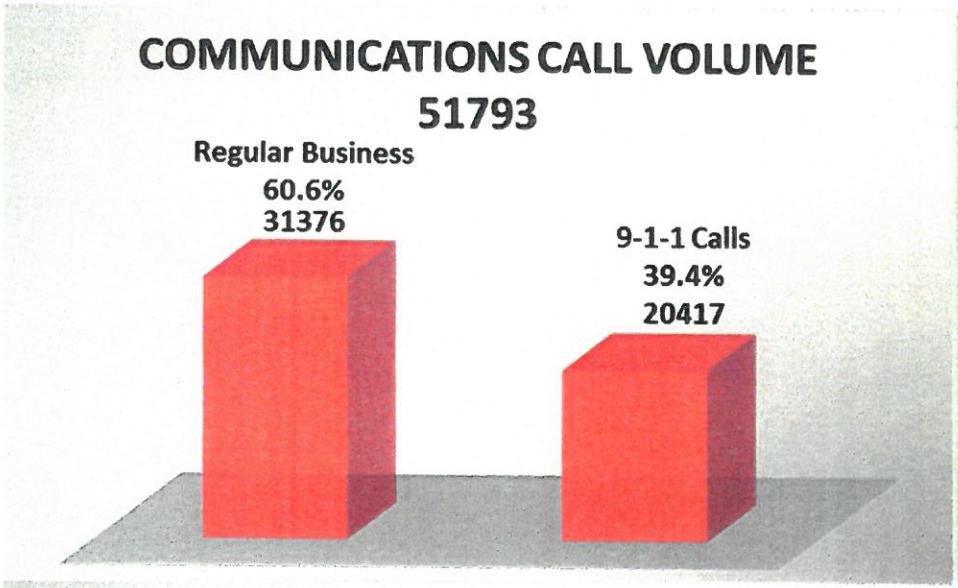
The powers and duties of the Sheriff, as governed by Arizona Revised Statutes §11-441, include preserving the peace; taking charge of the county jail facilities and inmates; providing serve process and notice conveyance; conducting search and rescue operations within the county involving the life or health of any person.

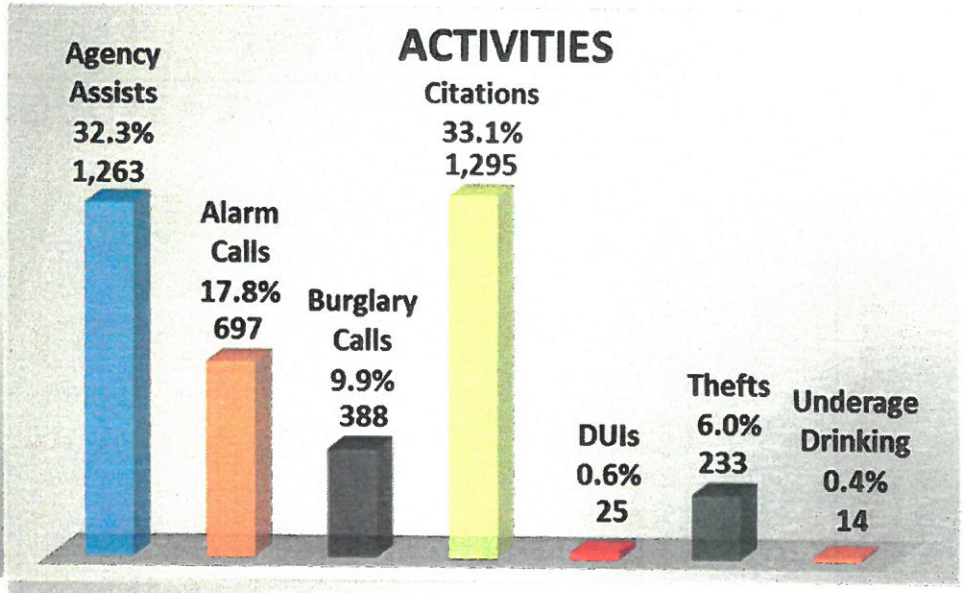
The work of each Sheriff's Office employee contributes to our overall common operating picture. In support of our employees we are constantly evaluating training needs, equipment, information systems and documentation processes. These crime statistics show us where we are succeeding and where we may need to improve.

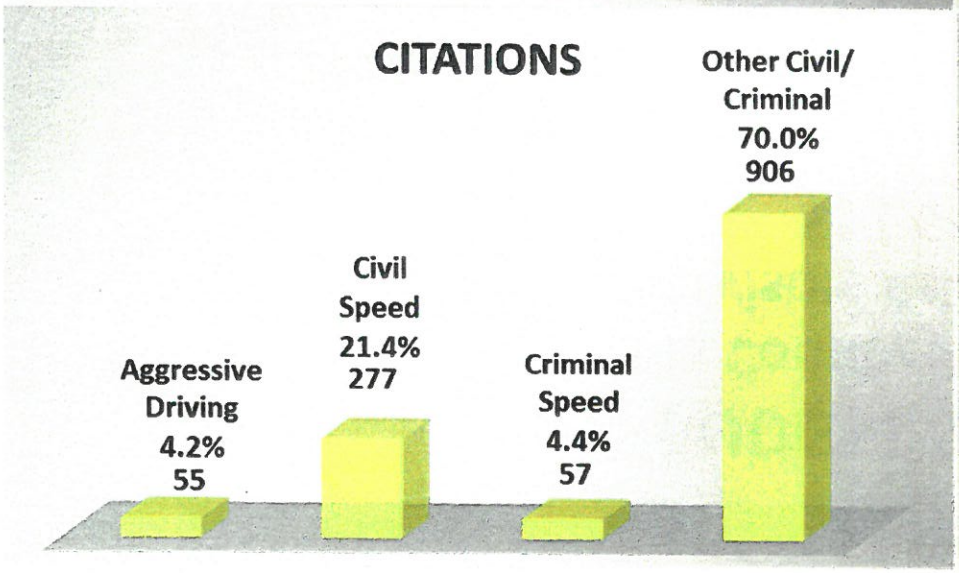


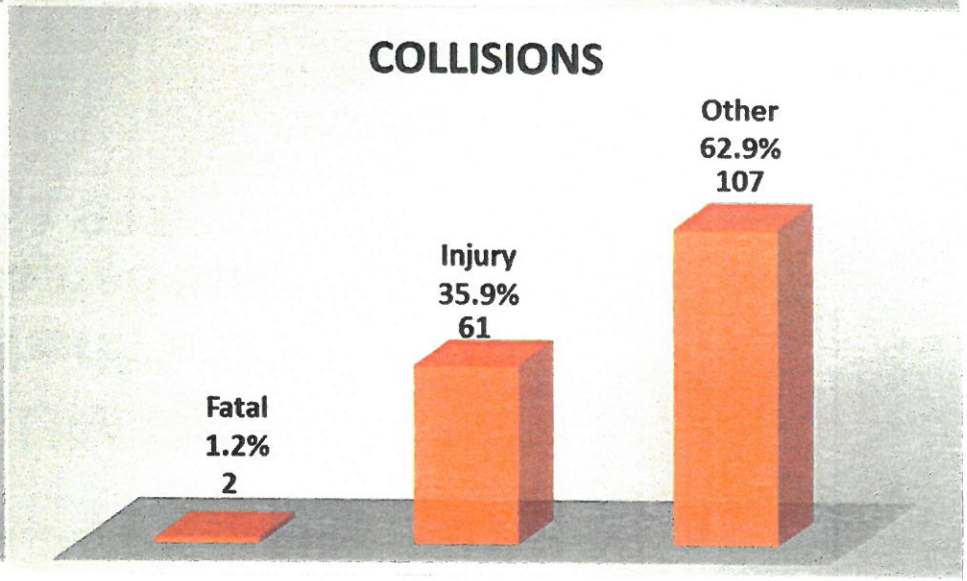


2017 Annual Statistics Summary







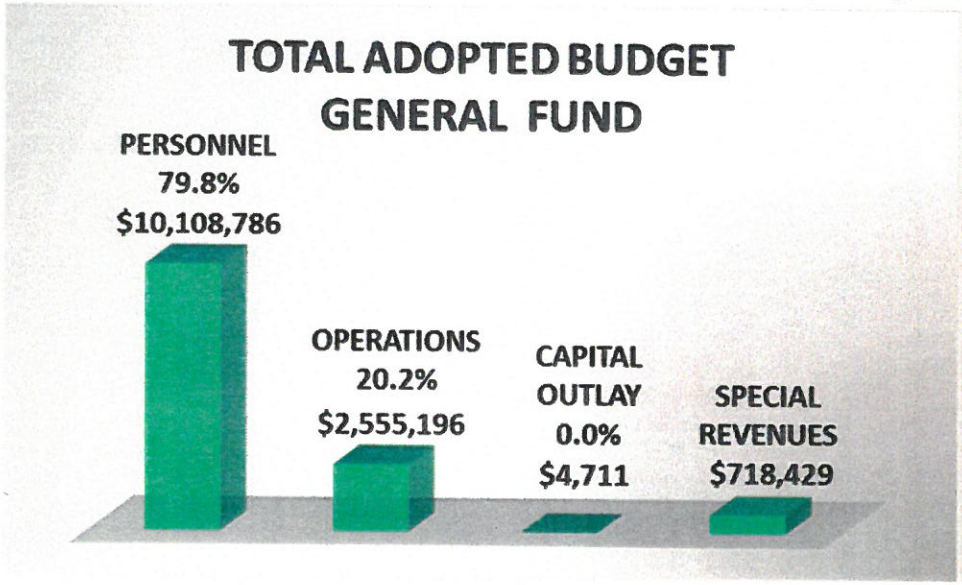


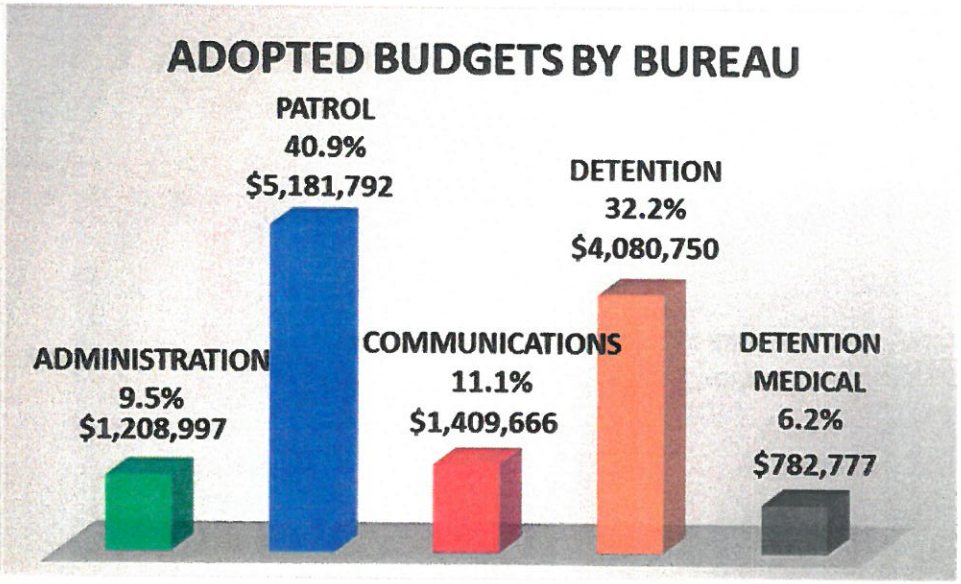
BUDGET SUMMARY

Gila County Sheriff's Office

Board of Supervisors Adopted Budget 2016-2017

$12,663,982





BUDGETED POSITIONS = 157

Administration	17.0
Detention	60.5
Detention Medical	6.5
Dispatch	25.0
Patrol	48.0

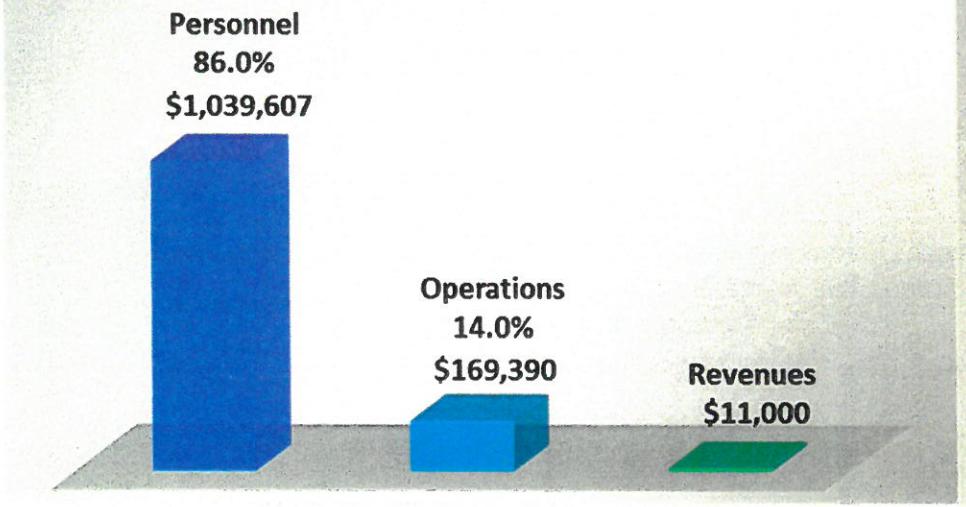
2017 OPERATIONS BUDGET
Administration Bureau

Sarah White
Chief Administrative Officer

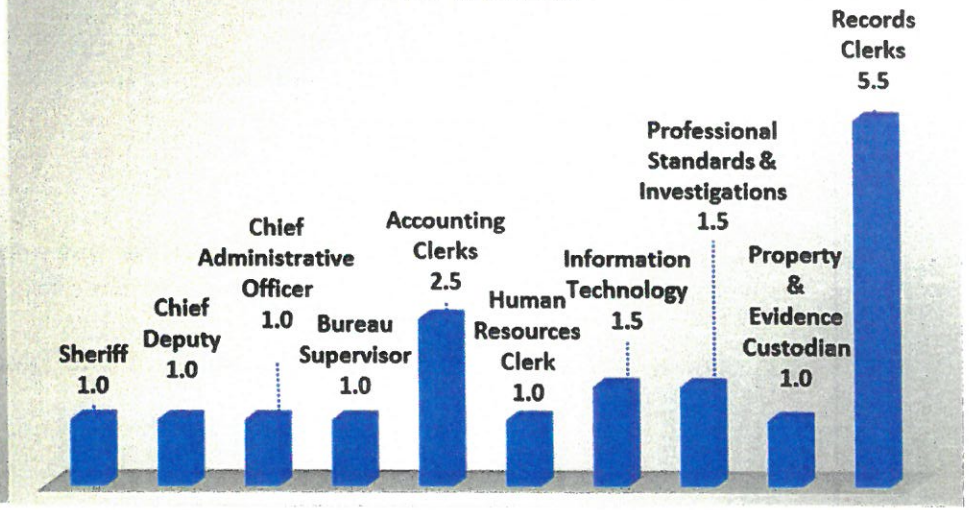
The mission of the Administration Bureau is to support Sheriff's Office operations which includes providing personnel, developing and managing all areas of the budget and developing policy and procedures that govern the conduct of all Sheriff's employees.

We are dedicated to providing these services efficiently and consistently with the Sheriff's vision and values for Gila County citizens, visitors and employees by meeting or exceeding customer service standards.

ADOPTED BUDGET



STAFFING



TOTAL RECORDS PROCESSED = 9608

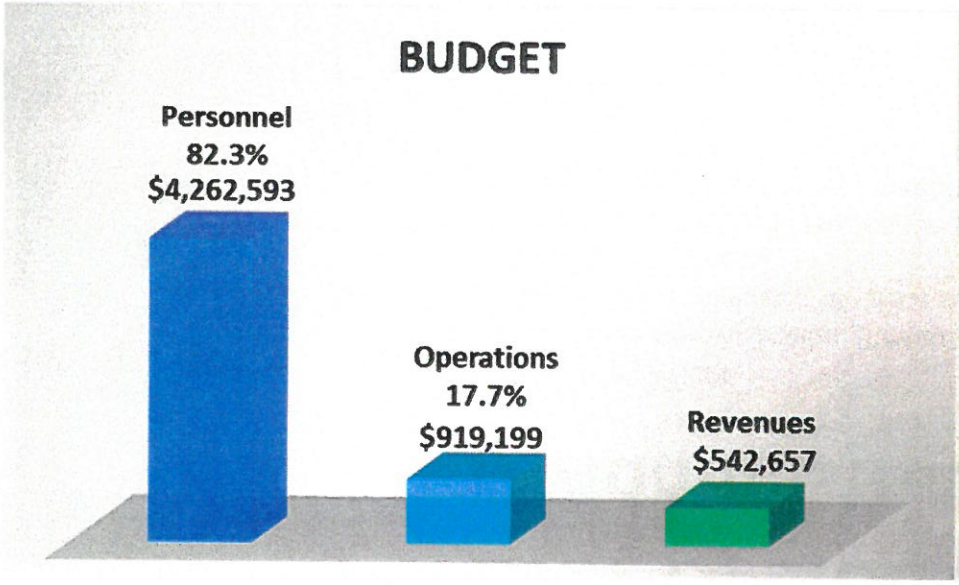
MUGSHOTS	2	PUBLIC RECORDS REQUESTS	668
BACKGROUND CHECKS	92	WARRANTS	2599
DEPUTY REPORTS PROCESSED	4035	CIVIL PAPERS SERVED	2880

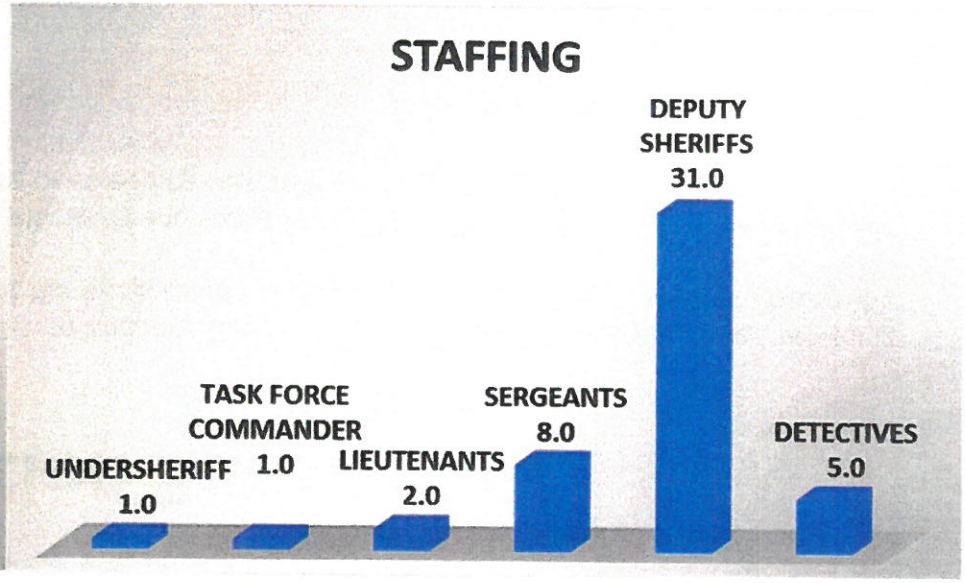
2017 OPERATIONS BUDGET
Patrol Bureau

Mike Johnson
Undersheriff

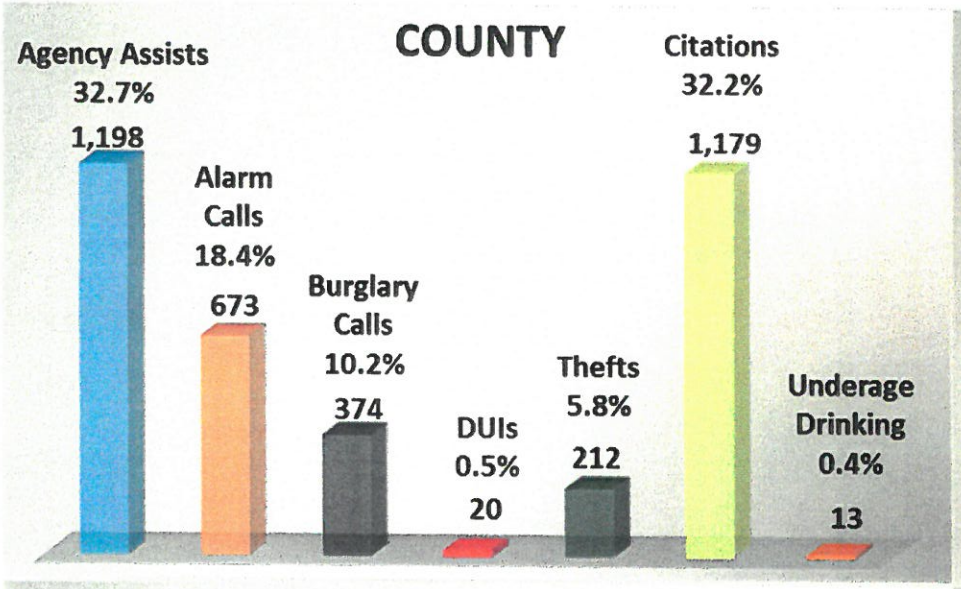
The mission of the Patrol Bureau is to protect and serve the communities of Gila County through community presence, education and training.

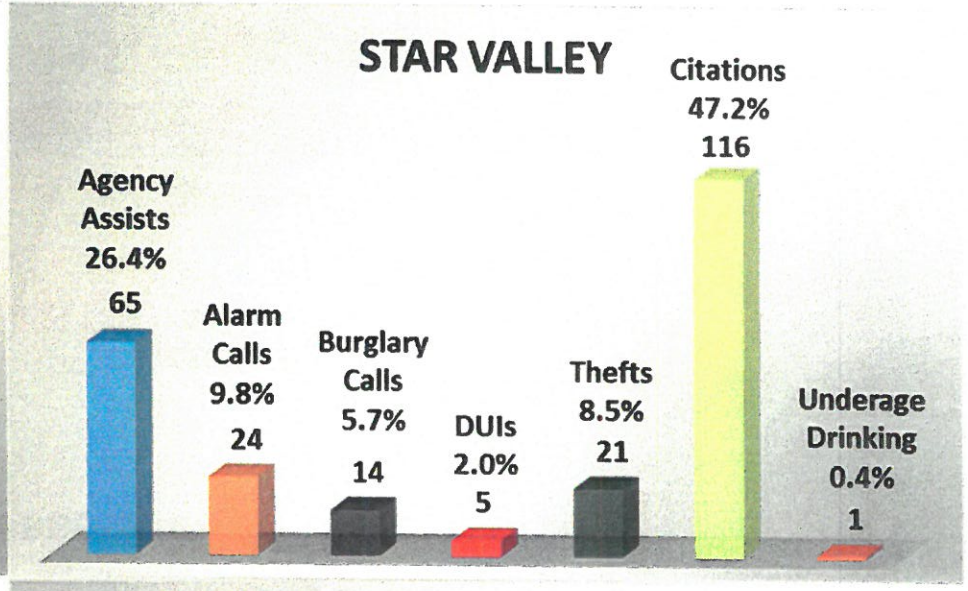
Patrol maintains interoperability and coordination with all public safety agencies to reduce or eliminate criminal activity, teach crime prevention and support citizens and visitors in their enjoyment of safe home and neighborhoods.

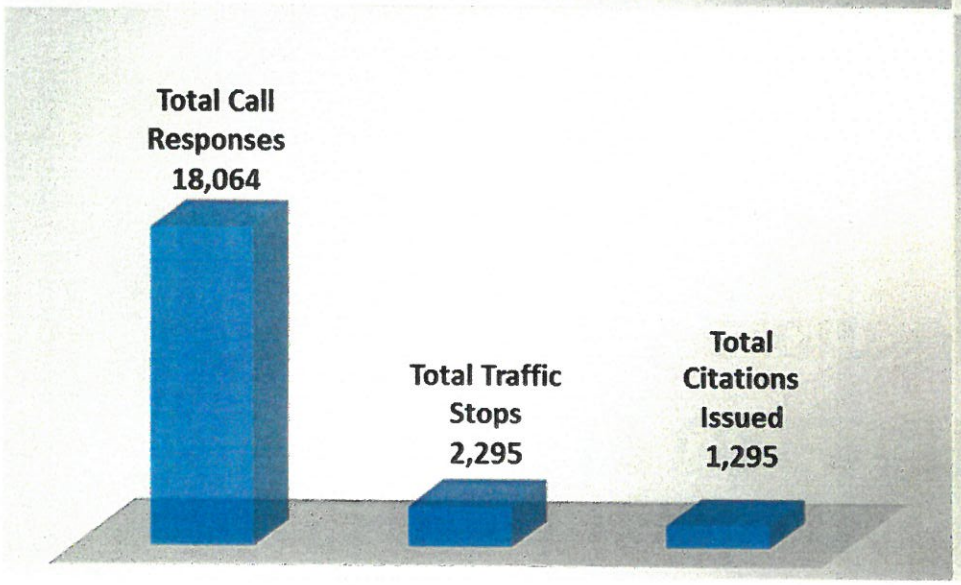




PATROL BUREAU
Activities



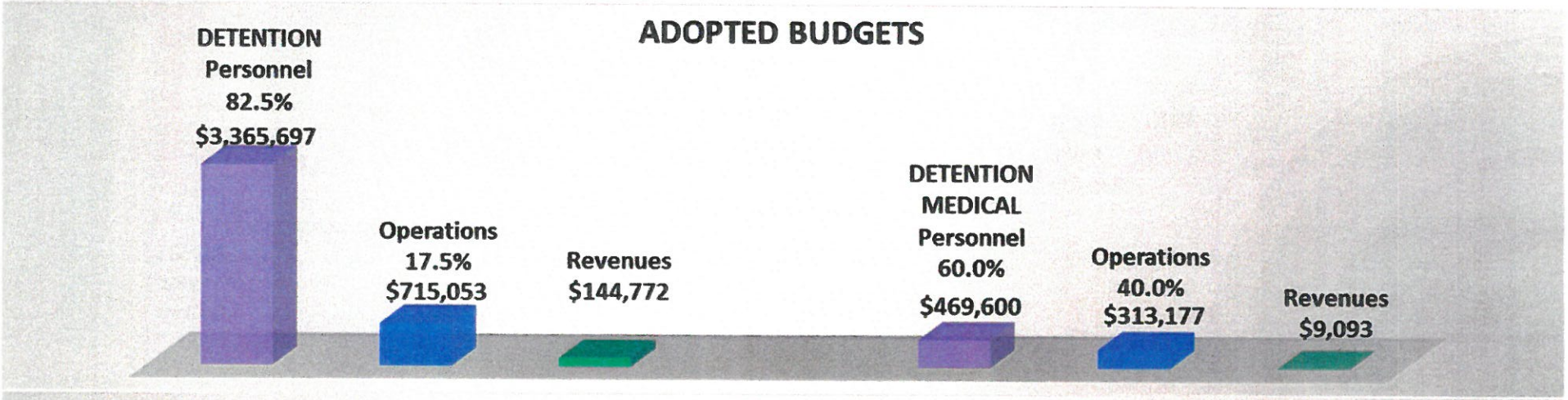


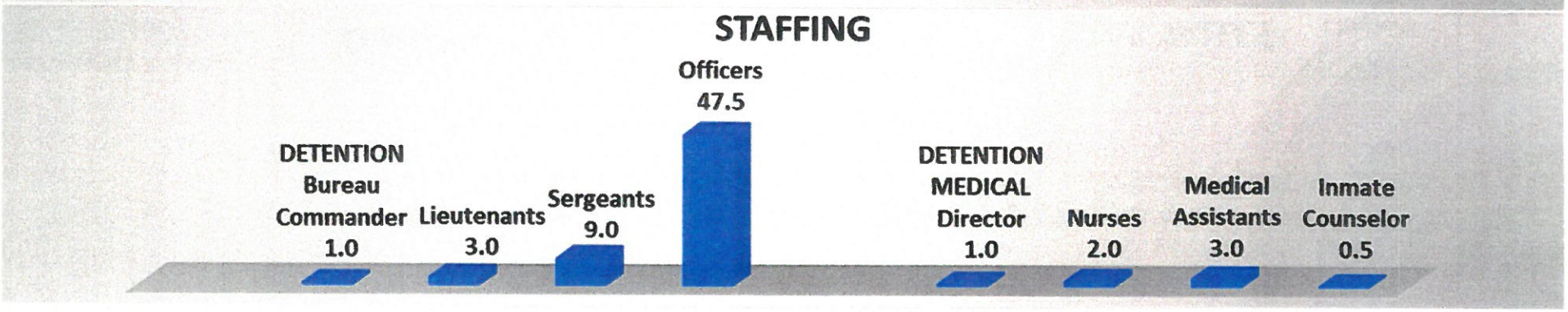


2017 OPERATIONS BUDGET
Detention Bureau

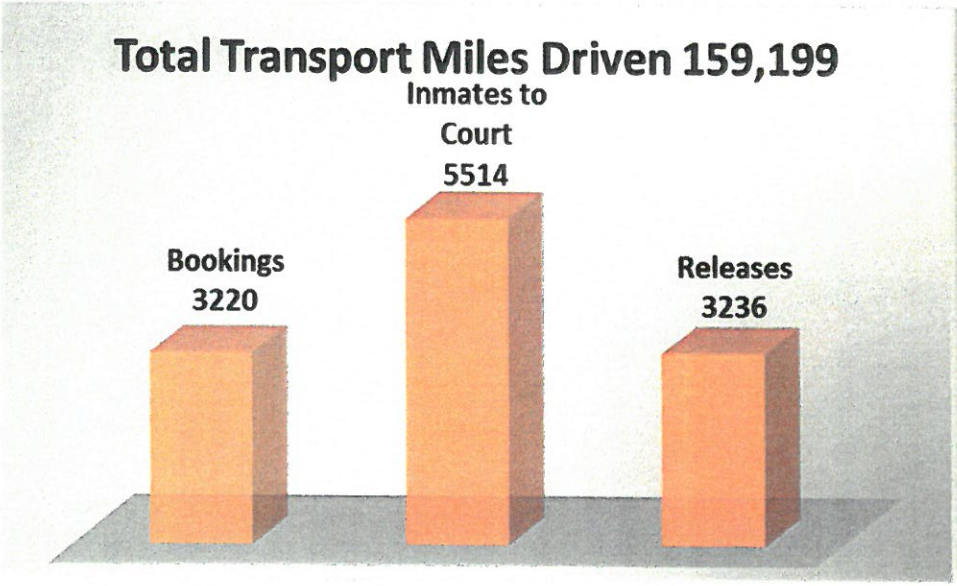
Major Justin Solberg
Detention Bureau Commander

The mission of the Gila County Adult Detention Centers is to create an environment that promotes community safety, facility safety and the welfare of staff and inmates. Our goal is that facility operations comply with the standards for detention facilities set forth by the National Sheriff's Association, the Arizona Jail Guidelines and the National Commission of Correctional Health Care.





DETENTION BUREAU
Activities

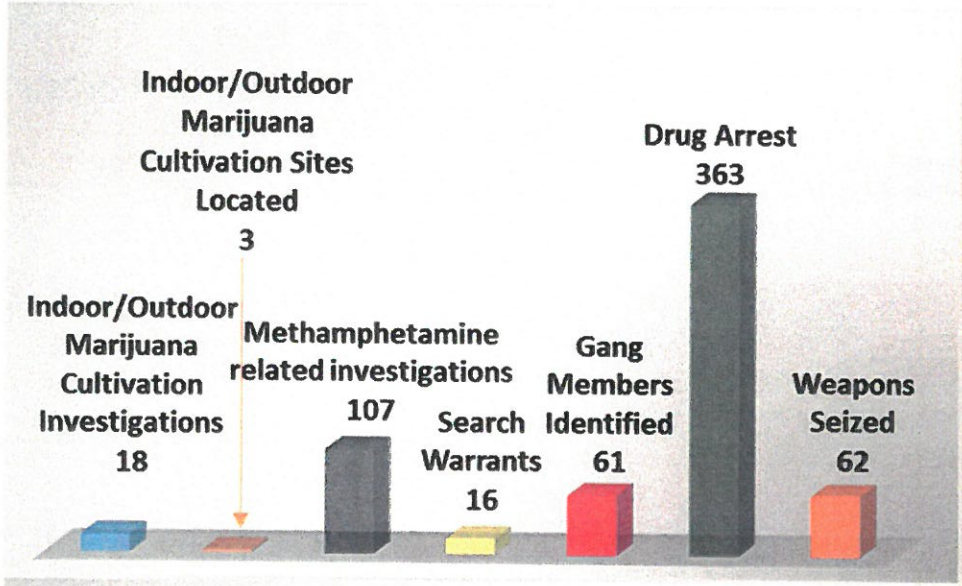


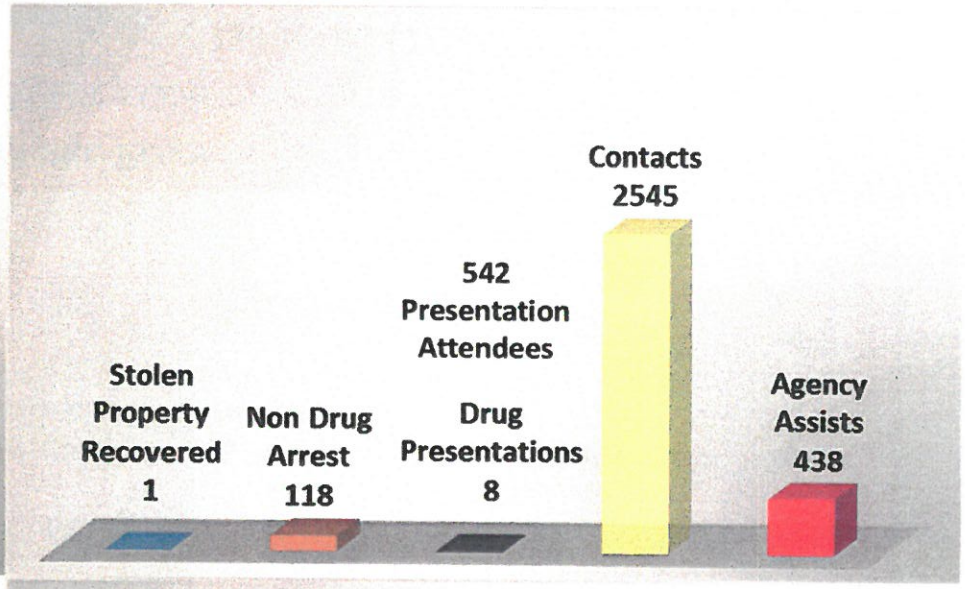
Community Involvement and Program Services

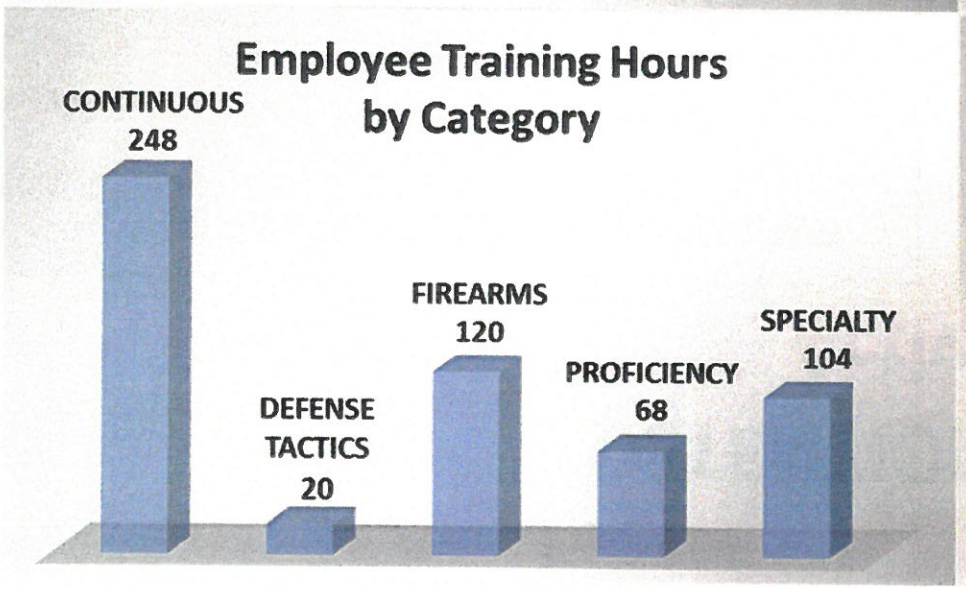
Alcoholics Anonymous/Narcotics Anonymous
GED Classes and Testing
Religious Services (Various Denominations)
Inmate Counseling
Inmate Medical

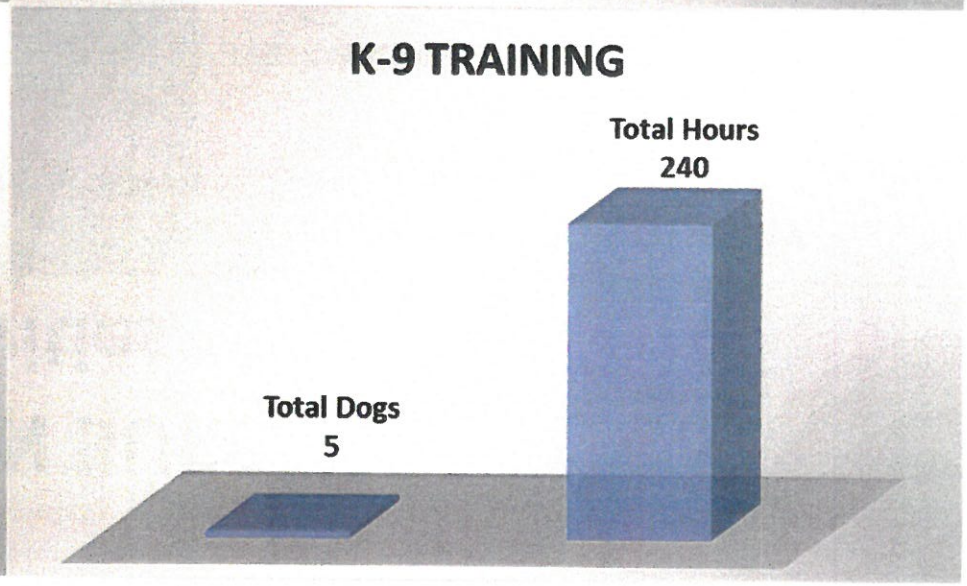
Agency Coordination and Outreach for Public Events
Jail Tours (18 years or older)
"Spend the night in Jail" Program
Fingerprinting (licensing, clearance and employment)
Inmate Library

DRUG, GANG & VIOLENT CRIMES TASK FORCE ACTIVITIES



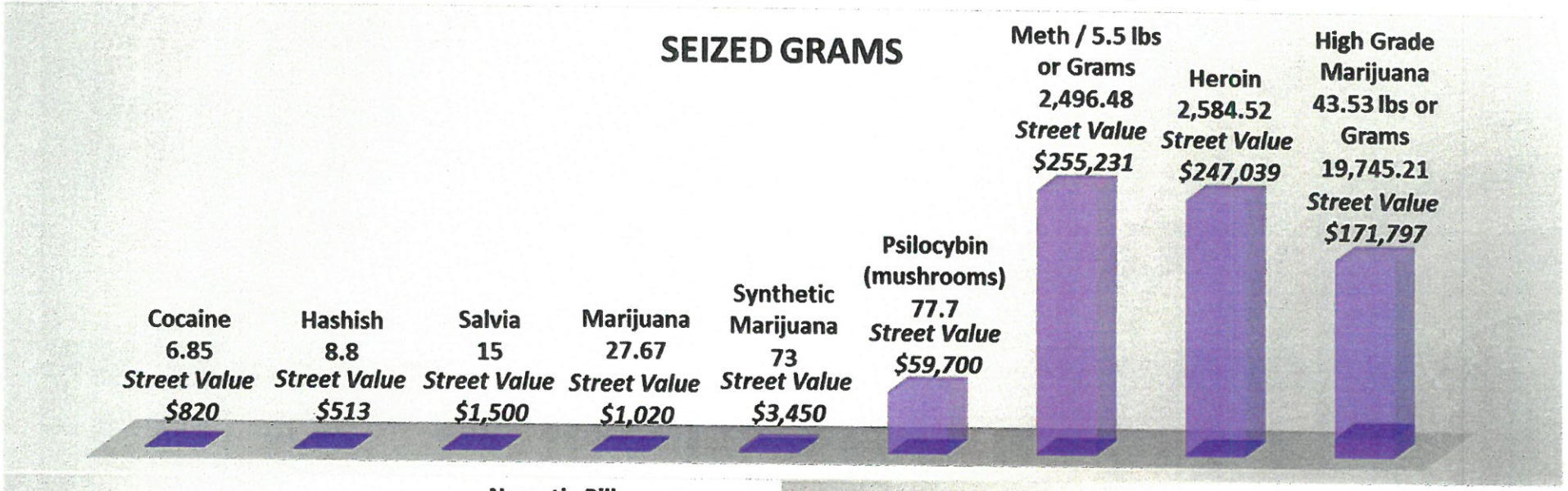


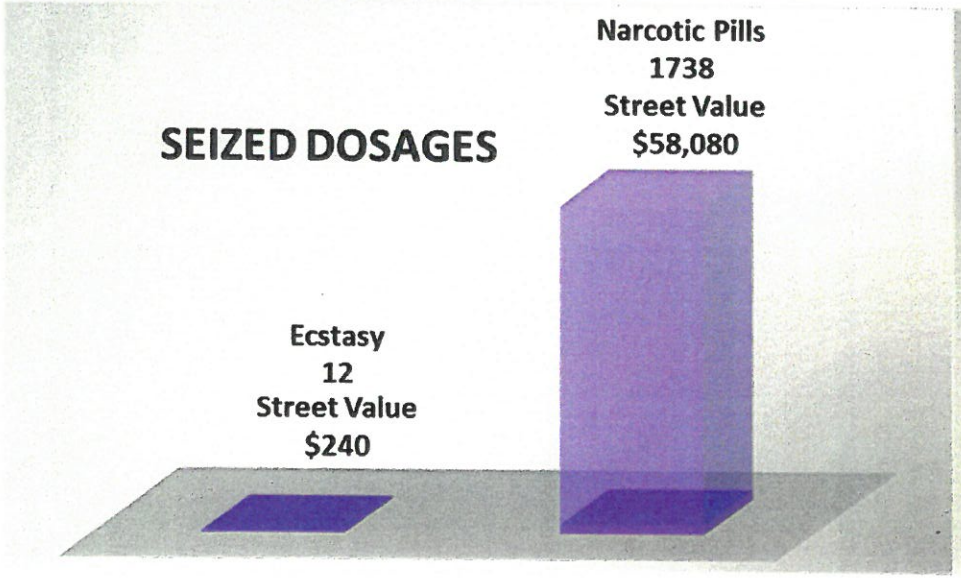


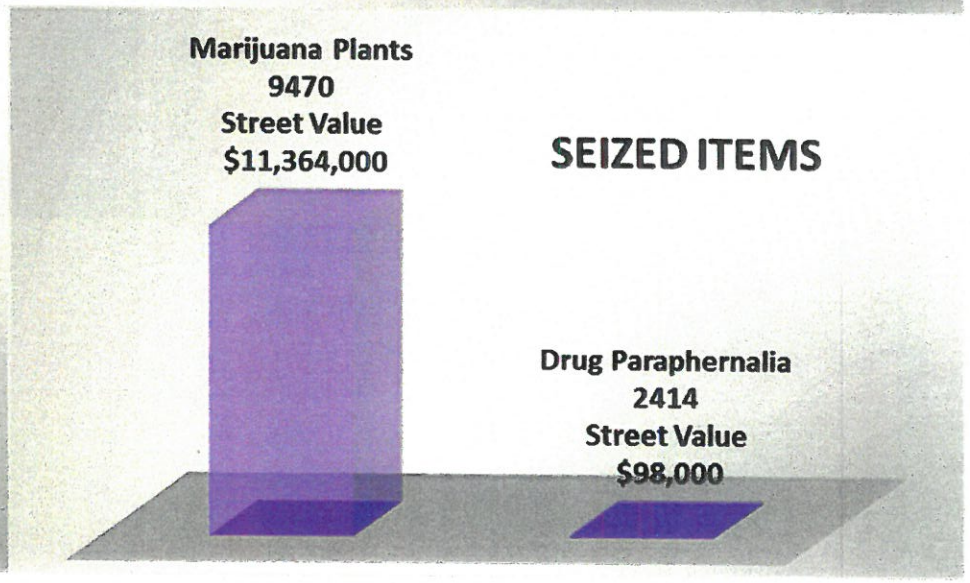


DRUG, GANG & VIOLENT CRIMES TASK FORCE

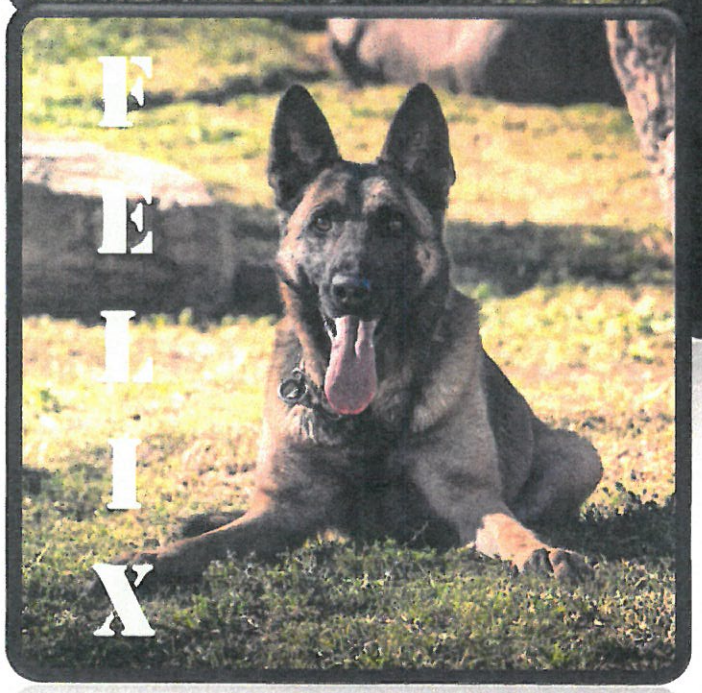
Total Value of Drugs Seized = $12,261,390

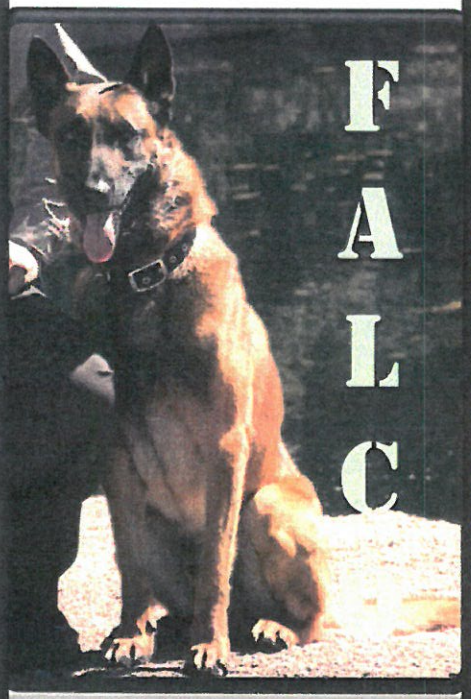


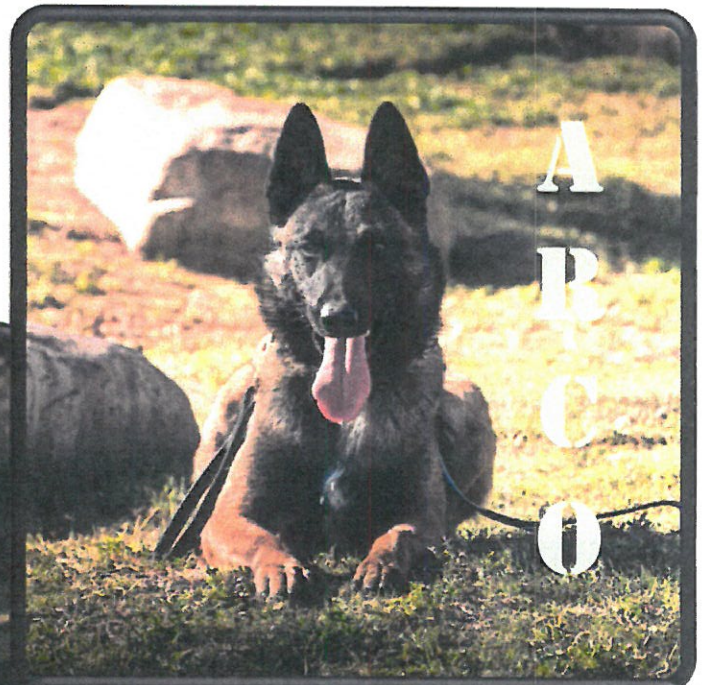




DOZER


FELIX


FALC


APCO

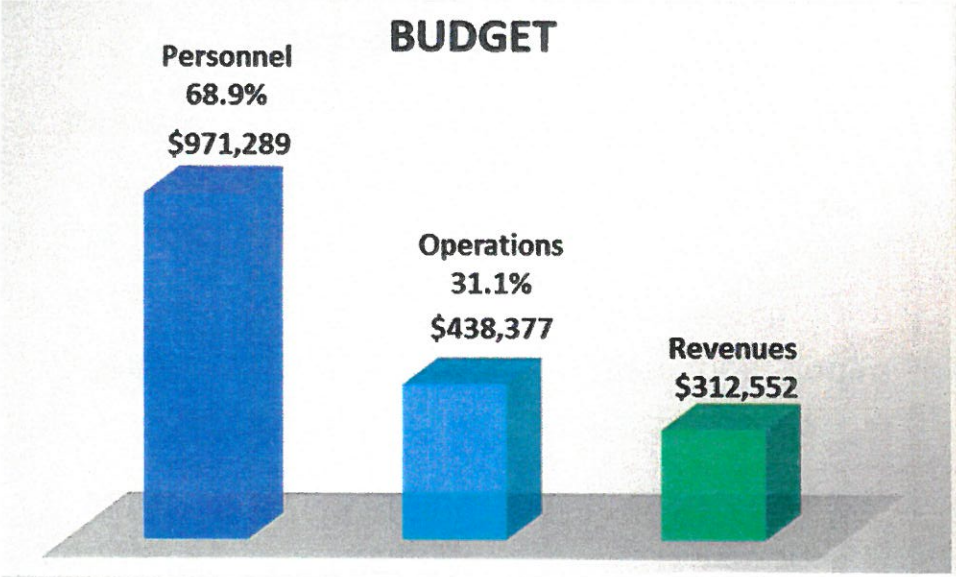
MICLO

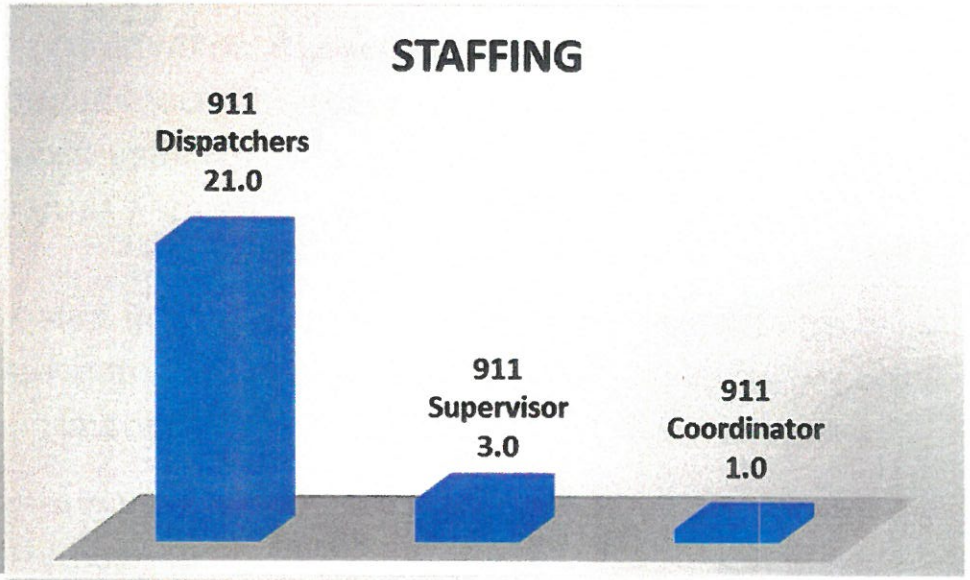
K-9s in Service

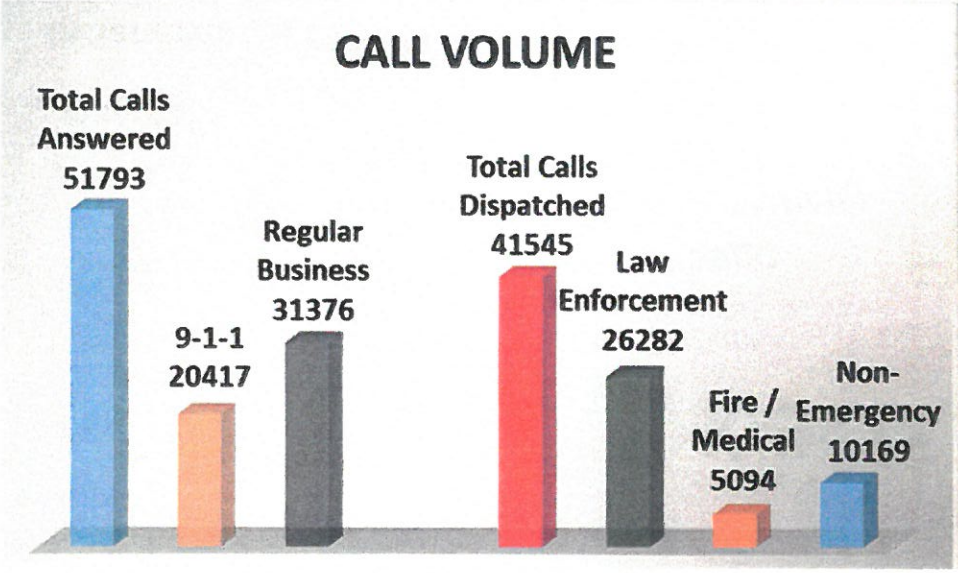
	DOZER	ARCO	FELIX	MICLO	FALCO
	Dutch Shepherd	***Belgian Malinois***	***Belgian Malinois***	***Belgian Malinois***	***Belgian Malinois***
Handler:	L(Ski) Kerszykowski	J Bramlet	T Baxley	T Baxley	J Cross
In Service:	2015 - Present	2014 - Present	2015 - Present	2016 - Present	2017 - Present
Aquired By:	Donation	Donation	Donation	Donation	Purchase
Value:	$12,000	$7,500	$12,000	$155,000	$15,500
Skills:	Narcotics Detection; Patrol; Evidence Recovery	Narcotics Detection; Body Search	Narcotics Detection; Patrol; Evidence Recovery	Narcotics Detection; Patrol; Evidence Recovery	Narcotics Detection; Patrol; Evidence Recovery
Interest:	Donated as a puppy, Dozer trained for a year prior to service.	Assigned to the Jail, Arco rides to work with his handler every day.	An Army Veteran, Felix is happy to continue serving his community.	Miclo came to us from the White Mountain Apache Police Department.	Falco was purchased and trained in Waddell, Arizona

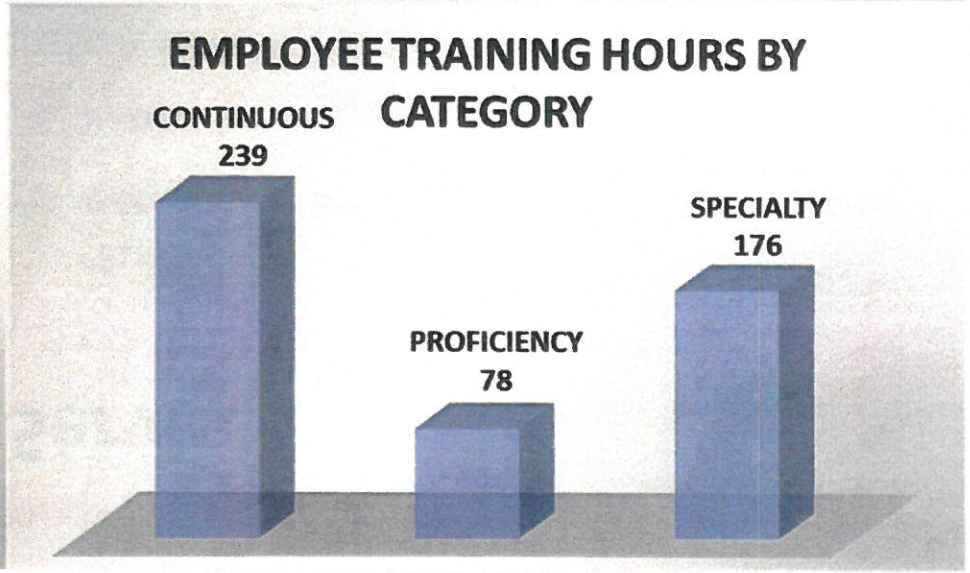
COMMUNICATIONS UNIT

Public Safety Telecommunications - Dispatch









VOLUNTEER PROGRAMS

TONTO RIM SEARCH & RESCUE (TRSAR)

Official Missions	Mission Hours	Community Involvement Events	Training Events	Training Hours
100	3063	20	40	1650

GILA COUNTY SHERIFF'S OFFICE SEARCH AND RESCUE - GLOBE

Official Missions	Mission Hours	Total Miles Driven	Total Members
16	2000	10968	20

GILA COUNTY SHERIFF'S POSSE - GLOBE

Official Missions	Mission Hours	Total Miles Driven	Total Members
1234	7403	58030	21

GILA COUNTY SHERIFF'S POSSE - PAYSON

Official Missions	Mission Hours	Total Miles Driven	Total Members
9	3072	24601	15

NORTHERN GILA COUNTY CERT TEAM

Administration Hours	Mission Hours	Community Involvement Events	Training Hours	
575	781	45	41	PAYSON
Administration Hours	Mission Hours	Community Involvement Events	Training Hours	PINE-STRAWBERRY
564	156	390	256	
1139	**937**	**435**	**297**	**Totals for NGCERT**

LAKE PATROL / DIVE TEAM

Mission Hours	Training Events	Training Hours
248	12	144

TOTAL VOLUNTEER HOURS

19953

TOTAL SAVINGS FOR GILA COUNTY

$429,777

VETERAN EMPLOYEES AND VOLUNTEERS

AIR FORCE

Baxley, Travis
Bennett, Bradley
Burkhardt, Dave
Carlson, William
Coddington, Jerry
Floyd, Eddie
Hassinger, Larry
Houghton, Bill
Mahr, Don
McClure, Jeff
Newman, Dennis
Schrenk, Frank
Spicer, Ed
Swenson, John
White, Mike

ARMY

Benne, Robert
Binney, Matthew
Bucholz, Dave
Christy, Chris
Clark, Mike
Conway, Keith
French, Felicia
Frommelt, Paul
Giarraputo, Bobby
Guerrero, Tony
Hill, Michael
Jenkins, Darrell
McMillion, Jim
Molitor, Larry
Morgan, Paul
Padgett, Penni
Palmer, Mel
Smith, Grant
Solberg, Justin
Stamper, Brent
Tarango, Jimmy

COAST GUARD

Hornung, David
Nudson, Thor

MARINE CORP

Berry, David
Decker, Art
Floyd, Darrel
Hanse, Ronald
Peeper, Marc
White, Danny

NATIONAL GUARD

Guerrero, Tony
Holmes Jr., Johnny
Newman, Dennis

NAVY

Boyer, Roland
Conover, Charlie
Dirks, Brian
Elledge, Joseph
McGroarty, Christopher
Phelps, Richard
Salcido, Art
Schuler, Robert
Scott, George

RESERVES

Bennett, Bradley
Solberg, Justin
Boyer, Roland

COMMUNITY INVOLVEMENT

Gila County Fair	Gila County Health Fair	Kindergarten Round-up	Mazatzal Children's Party	Read-On Express	Shop With A Cop	Small Town Christmas	STEMFEST
Provide information on child and community safety to the public	Provide information on child and community safety to the public	Provide local children with school supplies	Fingerprinting children in attendance to provide their families with an identification record	Provide school and reading supplies to local children	Public Safety and the community come together to provide kids holiday shopping for themselves and their families.	Fingerprinting and also providing school supplies to local children	Provide information on child and community safety to the public

The Gila County Sheriff's Office works to coordinate with other public safety agencies; local merchants and private donors to support the citizens of our communities. We never work alone so Sheriff Shepherd would like to thank all Sheriff's Office employees and volunteers who donate their time along with all the municipalities that support their personnel in participation of these events. Thanks to the Gila County Board of Supervisors; The Town of Payson; the City of Globe; The Town of Miami; the Town of Hayden and the Town of Winkelman. The Arizona Department of Public Safety; the Tonto Apache, San Carlos Apache and the White Mountain Apache Tribes are also great resources for supporting residents in our county and the reservation communities.

GILA COUNTY SHERIFF'S OFFICE

1100 South Street
Globe, AZ 85501
(928) 425-4449

Administration Bureau
1177 East Monroe St.
Globe, AZ 85501
(928) 402-1879

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

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

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

Community Programs and Services

- 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
- Offender Watch
- 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
- WeTip 1-800-78-crime or www.wetip.com

To learn more about these programs go our website: http://www.gilacountyaz.gov/government/sheriff/services.php or call 928-474-2208.

ARF-5071 **Public Hearing 3. A.**

Regular BOS Meeting

Meeting Date:	09/11/2018		
Submitted For:	Malissa Buzan		
Submitted By:	Allison Torres, Case Manager		
Department:	Community Services		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2018-2019	Budgeted?:	Yes
Contract Dates Begin & End:	2018-2019	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Community Development Block Grant (CDBG) Application for Federal Fiscal Year (FFY) 2018 Regional Account (RA) Funding.

Background Information

The CDBG program was started with the Housing and Community Development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the Arizona Department of Housing (ADOH) to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the ADOH for projects that must meet at least one of the following national objectives; benefiting an area that is 51% or more low to moderate income; prevent or eliminate slum and blight; or address an urgent need due to a natural disaster or human health hazard.

Evaluation

This is an application to submit for CDBG RA funds. Federal funds are funneled through the ADOH and the Central Arizona Association of Governments. This is a yearly regional fund source allocated to cities, towns and counties within the State of Arizona. Funding, if awarded, would be in the amount of $165,517.

Per statutory requirement, two public hearings must be held; one public hearing is to obtain input from citizens and one public hearing is to be held by the local governing board, which in Gila County it is the Board of Supervisors. The ADOH allows the two public hearings to be combined when applying for RA funding and State Special Projects (SSP) Account funding. This particular application is just for RA funding. Another application requirement is that the Board of Supervisors needs to adopt

resolutions verifying that all of the application requirements have been met, and they must be submitted with the application. The Board of Supervisors is being asked to adopt Resolution Numbers 18-09-02 and 18-09-03. Once adopted, these resolutions can also be used when it is time to submit an application for SSP funding.

Conclusion

If approval is granted and funding awarded, the Gila County Community Services Division, Housing Services, will be able to provide services in the form of single family home owner rehabilitation to three eligible citizens residing in Gila County.

Recommendation

The Community Services Director recommends that the Board of Supervisors adopt the two resolutions being presented and approve this application.

Suggested Motion

Convene a public hearing to hear from citizens on the FFY 2018 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding in the amount of $165,517 that will be used for 3 proposed CDBG housing rehabilitation projects in Gila County; authorize the submittal of the Application to the State of Arizona Department of Housing; and adopt related Resolution Nos. 18-09-02 and 18-09-03. **(Malissa Buzan)**

Attachments

FFY 2018 CDBG Application
Resolution No. 18-09-02
Resolution No. 18-09-03
Public Hearing Display Ad P-2
Affidavit of Publication P-2
Public Hearing Display Ad P-4
Affidavit of Publication for P-4

Arizona Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT
Application Cover Sheet
FORM 2

☑ A. Regional Account (RA) COG: CAG

☐ B. State Special Project (SSP)

☐ C. Colonias

☐ D. NRS ~ Date Approved: _____

Approval on Page: _____

1. Applicant: Gila County

DUNS Number: 24071339

2. Congressional District: 1,4

Legislative District: 6,7,8

3. Applicant Address (including 9 digit zip code):

5515 S. apache Ave. Suite 200, Globe AZ 85501-4430

4. Contact Person & Title (Grantee):

Malissa Buzan, Director

Phone Number / E-mail:

928-425-7631 mbuzan@gilacountyaz.gov

5. Contact Person & Title (COG/Other):

Lisa Wilckens Fiscal/Grant Manager

Phone Number / E-mail:

928-402-8652 lwilckens@gilacountyaz.gov

6. Complete the following information for the activities for which you are requesting funds in a single contract.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds (Leverage)	d. Fund Type	e. Total Funds
1. Administration	$29,793			$29,793
2. Owner occupied Housing Rehabilitation	$135,724			$135,724

7. **Total CDBG Funds Request for this Project (Activities #1 and #2):** **$165,517**

8. **Certification:** To the best of my knowledge and belief, data in this application is true and correct, the document has been duly authorized by the governing body of the application, and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official: Date: 09/11/18

_____

Name: Tim R. Humphrey Title: Chairman Gila County Board of Supervisors

Arizona Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT
Budget Summary - Administration
FORM 3

1. Applicant: Gila County

2. Activity Name: Owner Occupied Housing Rehabilitation

ITEM			a. CDBG Funds	b. Non-CDBG Funds (Leverage)	c. TOTAL
3. TAAP. Total costs for COG Technical Assistance and Application Preparation (as per local government/COG agreement)			$500		$500
4. Internal Staffing	Rate of Pay	Hours			
4.1 Position: Director		200	$9,738		$9,738
4.2 Position: Fiscal		200	$5,274		$5,274
4.3 Position: Deputy Director		250	$7,403		$7,403
5. Professional Services (contractual - i.e. COG, grant writer, consultant, estimator, etc.)					
5.1 For:					$0
5.2 For:					$0
5.3 For:					$0
5.4 For:					$0
6. Travel			$3,500		$3,500
7. Office Supplies and Equipment			$1,128		$1,128
8. Advertising/Publications (application related)			$1,500		$1,500
9. Indirect Costs (% documented by copy of approved Indirect Cost Allocation Plan)					$0
10. Other Administrative Operating Expenses *(specify)*					
10. Item 1:					$0
10. Item 2:					$0
10. Item 3:					$0
10. Other (Fair Housing, Section 504, etc.) (page					$0
SUBTOTAL - Administration			$29,793	$0	$29,793

Arizona Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT
Budget Summary - Project Related
FORM 3

ITEM	a. CDBG	b. Non-CDBG (Leverage)	c. TOTAL
11. Environmental Review Record (ERR)	$1,500		$1,500
12. Design/Engineering/Inspection (or other professional services related to project) ☐ Previously procured (attached as page _____) ☐ Procure ☑ In-House	$2,400		$2,400
13. Contracted Construction Work	$104,679		$104,679
14. Fixed Asset Equipment (documentation must be attached as page _____ regarding usage rate, number of hours to be used, type of equipment, etc.)			$0
15. Land Acquisition (includes easements; *must comply with the Uniform Relocation Act*)			$0
16. Rehabilitation Services (if this exceeds 20% of the total activity costs, explanation attached as page _____) ☐ Procure ☑ In-House	$27,145		$27,145
17. Construction Materials (non-contracted or in-house)			$0
18. Employees (documentation must be attached as page _____ regarding employees' names, titles, project duties, wages, number of hours)			$0
19. Offender Labor (agreement attached as page)			$0
20. Volunteer Labor			$0
21. Equipment - Rent vs. Purchase (documentation must be attached as page _____ regarding usage rate, number of hours to be used, type of equipment, etc.)			$0
22. Other Project Specific Expenses (attached as page)			$0
SUBTOTAL - Project Related	$135,724	$0	$135,724
GRAND TOTAL	$165,517	$0	$165,517
23. Provide a narrative explanation on the source of funds listed in Column b.			

Arizona Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT
Activity Description and National Objective Compliance
FORM 4

1. Applicant: Gila County

2. Activity Name: Owner Occupied Housing Rehabilitation

3. Describe the Project Location and Service Area (area of benefit) (i.e. your project may be located in your community but only benefit a select neighborhood, street or group of people).

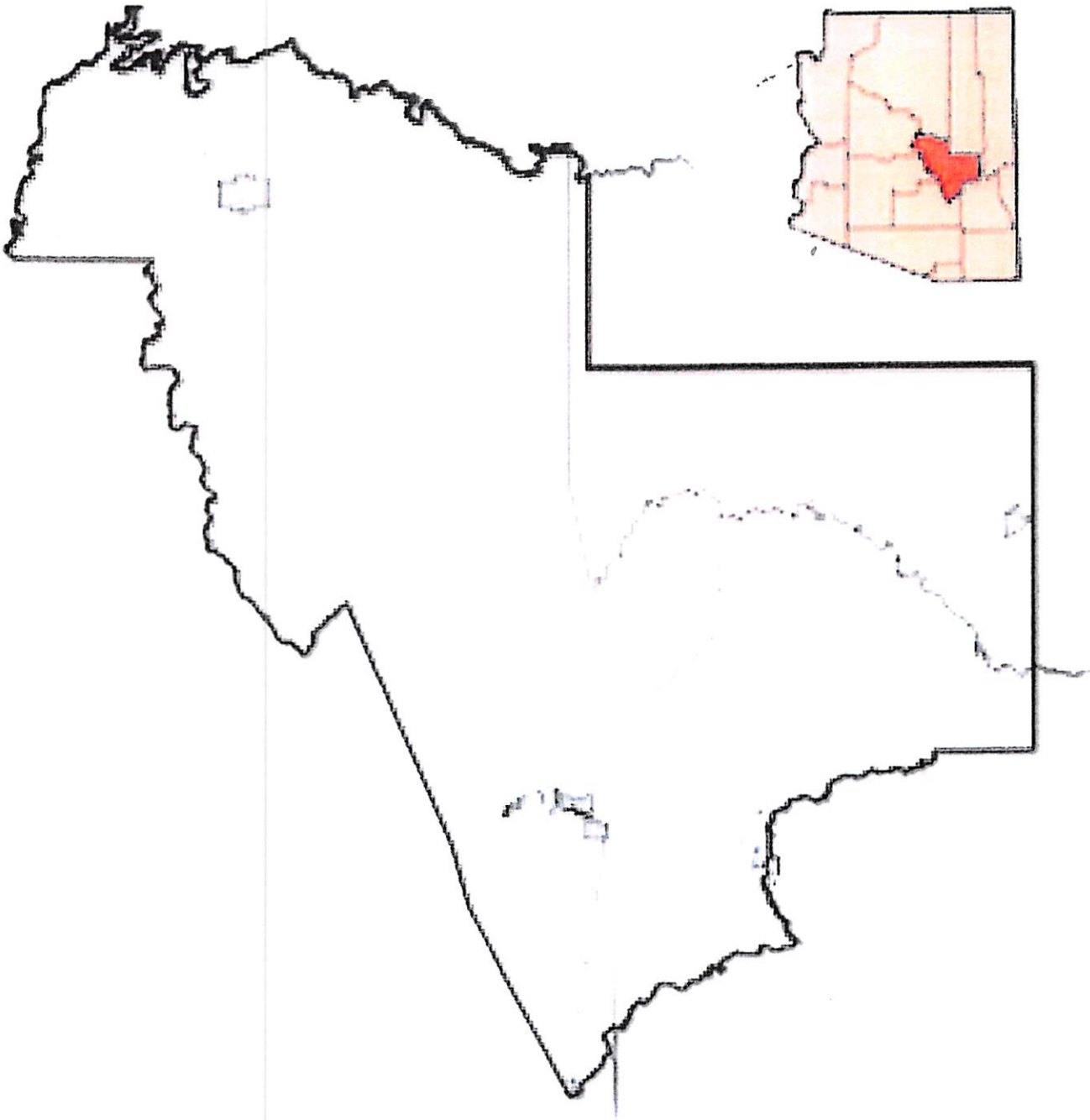
Gila County Proposes to provide Owner Occupied Housing Rehabilitation (OOHR) assistance to three homes. This activity will be conducted with in Gila County boundries except reservation land. OOHR will complete 3 or more projects at an average of $34,893.00 (each participant will meet the low/moderate income qualifications) in the form of a forgiveable non-interest bearing deferred payment loan. Each qualified participant will be selected on a first come first served basis from Gila County's Housing Rehabilitation waiting list. All rehabilitation services will be done by in-house staff and all construction services will be done by licensed and insured general contractors that meet the Gil;a County and State criteria.

4. Project Location & Service Area (area of benefit) Map(s) attached as page(s): _____

ACTIVITY DESCRIPTION/SCOPE OF WORK: Check eligible activity from the list below. Provide the narrative scope of work for the activity at 5. and the reason for the project at 6.

- ☐ Public Works
- ☐ Public Service
- ☑ Housing
- ☐ Jobs
- ☐ Road/Street Improvements
- ☐ Community Facility
- ☐ Neighborhood Facility
- ☐ Removal of Barriers (ADA)
- ☐ Acquisition
- ☐ Demolition
- ☐ Planning
- ☐ Public Safety Facilities & Equipment

Gila County Arizona



5. Activity Scope of Work. Describe the activity and the intended accomplishments. (Refer to the bulleted list in the instructions to be sure you include all necessary detail.)

Gila County Housing Services will be doing a part of Nieborhood Revitalization by doing Owner occupied housing rehabilitation, meeting the health and safety needs of low income qualified home owners. In addition we train and provide assistance to said home owner to maintain there property and to keep the outside of their home clean and orderly, making this a part of the agreement and lien that is put on the home.

6. Why is the Project necessary? Describe in detail the problems, conditions, and other factors that indicate the need for the activity.

Gila County has an area of 4,768 square miles with a high percentage of home ownership and of homes 60-70 years old. This aging housing stock is in poor condition especially in the southern part of the county. We also have a high percentage of elderly a low-income and working poor population. Our goal is to preserve our housing stock by allowing these populations to remain in their homes and to help our home owners become a part of our ongoing neighborhood revitalization. Gila County has recently seen an upturn in our economy but is still behind the rest of the state in the creation of live able wage jobs.

NATIONAL OBJECTIVE COMPLIANCE

7. To be eligible for funding, the Project must fall under one (1) of the following National Objectives. Please check the category (only one (1)) that applies to this activity. If there are sub-categories under the chosen National Objective, select the appropriate sub-category.

Insert the following information in support of National Objective Compliance. (REQUIRED)

Census Tract _____ Block Group _____

Total Beneficiaries _____ Low-mod Beneficiaries _____ Low-mod % _____

☑ **Low-Mod Income Benefit**
- ☐ Area Wide
- ☐ Limited Clientele
- ☑ Housing
- ☐ Jobs

☐ **Slum or Blight Benefit**
- ☐ Target Area
- ☐ Spot

☐ **Urgent Need**

Applicable support documentation (i.e. current LMISD or income survey or slum/blight resolution or federally declared disaster, etc.) attached as page _____.

(**Please note:** some projects types may require additional information such as service area demographics. You will be contact by your CD&R Specialist if further information is needed.)

8. Explain how the Activity meets the chosen National Objective.

Gila County has chosen Housing for our National Objective because of the need for existing housing to meet health and safety standards for those low to moderate homeowners. Gila County targets among other things, keeping exisating housing safe and healthy for this specific population, in addition to helping our local community in their Neighborhood Revitilazation efforts.

SAMPLE
OOHR

Arizona Department of Housing

FORM 5
CDBG PROJECT TIMELINE/SCHEDULE OF COMPLETION

RECIPIENT INFORMATION					
Recipient	Town of Oz			Date	11/30/17
Project Schedule	From: 01/15/18	To: 12/31/19			
Activity	Owner Occupied Housing Rehabilitation				
Recipient Address	1234 South Whatever Street			Project City	City of Oz
Contact Person	Suzie Expert			Zip Code	85999
Phone	(999) 999-9999	E-mail	susieexpert@mytown.gov	Fax	(999) 888-8888
				Project County	Your County

CONTRACT SCHEDULE	CONTRACT DATE	COMPLETE ?	
Environmental Review Clearance	01/15/18		
Contract Execution	03/31/18		
Completion of 4 units	09/30/18		
Completion of 8 units	04/30/19		
Completion of 12 units	11/30/19		
Project Complete-Contract Close Out	12/31/19		

ADDITIONAL NARRATIVE INFORMATION

Arizona Department of Housing

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FY2019

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him (her) self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
    c. Section 109 of the Housing and Community Development Act of 1974.
    d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
    e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
    f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
    g. Federal Fair Housing Act of 1988, P.L. 100-430.
    h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
    i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies it will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.

19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

_____	9/11/2018
Signature of Mayor or Chair of County Board	Date

Tim R. Humphrey Chairman Gila County Board of Supervisors
Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in each of the applications.

RESOLUTION NO. 18-09-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR FISCAL YEAR (FY) 2019, AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974 as amended, and implementing regulations require that each applicant for Community Development Block Grant (CDBG) funds must adopt, make public and certify that it is following a residential antidisplacement and relocation assistance plan; and

WHEREAS, Gila County is submitting applications to the Arizona Department of Housing for HOME Partnership Project, and CDBG State Special Project Account funds;

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors does hereby adopt a residential antidisplacement and relocation assistance plan as described below.

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The County of Gila will replace all occupied and vacant occupy-able low- to moderate-income (LMI) dwelling units demolished or converted to a use other than as LMI housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the Arizona Department of Housing the following information in writing:

1. A description of the proposed activity;

2. The general location on a map and approximate number of dwelling units by size (number of
bedrooms) that will be demolished or converted to a use other than as LMI dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of
bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain an LMI dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan.

Gila County Housing Services will provide relocation assistance as described in the Housing and Community Development Act of 1974 as amended, and implementing regulations to each LMI household displaced by demolition of housing or by the conversion of an LMI dwelling unit to another use as a direct result of assisted activities.

PASSED AND ADOPTED this 11th day of September 2018, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____
Marian Sheppard, Clerk

_____
Tim R. Humphrey, Chairman

Approved as to form:

_____
Jefferson R. Dalton
Deputy Gila County Attorney,
Civil Bureau Chief

RESOLUTION NO. 18-09-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR (FY) 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REGIONAL ACCOUNT AND A FUTURE APPLICATION OF THE STATE SPECIAL PROJECT (SSP) ACCOUNT FUNDS; CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN THE APPLICATIONS.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the CDBG program; and

WHEREAS, the activities outlined within this application address the community's low- to moderate-income population housing needs; and

WHEREAS, recipients of funds from the CDBG program are required to comply with the program guidelines, and state and federal statutes and regulations;

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2018-2019 CDBG Regional Account program funds and a future application for CDBG SSP Account funds; authorizes its Chairman to sign the applications and contracts or grant documents for receipt and use of these funds for owner occupied housing rehabilitation; and 3) authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said applications; and

BE IT FURTHER RESOLVED that the Gila County Board of Supervisors will comply with all CDBG program guidelines; state and federal statutes and regulations applicable to the CDBG program; and the certifications contained in the applications.

PASSED AND ADOPTED this 11th day of September 2018, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____
Marian Sheppard, Clerk

_____
Tim R. Humphrey, Chairman

Approved as to form:

_____
Jefferson R. Dalton
Deputy Gila County Attorney,
Civil Bureau Chief

Gila County Community Services
Public Hearing Regarding Use of Community Development Block Grant (CDBG) Funds

The County is expected to receive approximately $160,000 in FY2019 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The County also intends to apply for $300,000 in FY2019 CDBG funds from the State special projects (SSP) account. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need.

In order to gather citizen input on the use of the CDBG funds, public hearings will be held in Globe and in Payson.

August 13th at 10:00 am
Gila County Payson Complex, Board of Supervisors Conference Room
610 E. Hwy 260, Payson AZ 85541

August 14th at 2:00 pm
Gila County Community Services Conference Room
5515 S. Apache Avenue, Suite 200, Globe AZ 85501

Examples of possible uses include the following:

1) Public infrastructure (e.g., water, wastewater, street improvements);
2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property)
4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program); and
5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearings, grievances, or the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Malissa Buzan, Director, Gila County Community Services
Phone: 928-425-7631
Fax: 928-425-9468
TTY: 1-800-367-8919

Persons with disabilities who require special accommodations may contact Malissa Buzan at the above location at least 48 hours before the hearing.

Affidavit of Publication

Payson Roundup Newspaper
708 N. Beeline Highway, Payson, AZ 85541
928-474-5251 – Fax: 928-474-2541

Order No: 10099836
Gila County Community Services Division / 101509

NOTICE: Public Hearing Regarding Use of Community Development Block Grant (CDBG) Funds

STATE OF ARIZONA

08/07/2018

I, Paula VanBuskirk, do solemnly swear that I am Assistant Bookkeeper of the **Payson Roundup Newspaper**, that the same is a newspaper printed, in whole or in part, And published in the COUNTY OF GILA, State of Arizona, and has a general Circulation therein; that said newspaper has been published continuously and uninterruptedly in said COUNTY OF GILA for a period of more than fifty-two weeks prior to the first publication of the annexed legal notice of advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Arizona. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for the period of (1) insertion; and that the publication of said notice was in the issue of said newspaper dated **July 20 A.D., 2018**. In witness whereof I have hereunto set my hand this **August 07 A.D., 2018**.

Paula VanBuskirk

Subscribed and sworn to before me, a Notary Public in and for the COUNTY OF GILA, State of Arizona August 07, 2018

Julie Lynn Williams, Notary Public

My commission expires March 29, 2019.

JULIE LYNN WILLIAMS
NOTARY PUBLIC, ARIZONA
GILA COUNTY
My Commission Expires
March 29, 2019

P-4 DISPLAY AD – SECOND PUBLIC HEARING

Gila County
Public Hearing Regarding Use of CDBG Funds

Gila County is expected to receive approximately $160,000 in FY19 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). Gila County also intends to apply for $300,000 in FY19 CDBG funds from the State special projects (SSP) account. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives one potential project has been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular Gila County Board of Supervisors meeting at 10:00 am on September 11th, 2019 at Gila County Courthouse, 1400 E. Ash Street Globe Az. to adopt the potential project. The meeting will also be broadcast via interactive television video at the County complex, 610 E. Highway 260, Board of Supervisors' conference room, Payson Arizona. It is expected that the Gila County Board of Supervisors will select the final projects at this hearing and adopt applicable resolutions. The potential CDBG projects are named and described as follows:

1. Owner-Occupied Housing Rehabilitation- We propose to provide housing rehabilitation for approximately 8 or more units to low income homeowners in Gila County

To review project proposals, file grievances or learn more about the CDBG program contact the following:

Name, Title: Malissa Buzan, Director
Organization: Gila County Community services
Address: 5515 S. Apache Avenue, Suite 200
City, State, Zip: Globe, Arizona 85501
Telephone: 928-425-7631
Fax: 928-425-9468
TTY: 7-1-1

Persons with disabilities who require special accommodations may contact the organizer at the above location at least 48 hours before the hearing.

Affidavit of Publication

Payson Roundup Newspaper
708 N. Beeline Highway, Payson, AZ 85541
928-474-5251 – Fax: 928-474-2541

Order No: 10093067
Gila County Community Services

NOTICE: Public Hearing Regarding Use of Community Development Block Grant (CDBG) Funds

STATE OF ARIZONA

08/27/2018

I, Paula VanBuskirk, do solemnly swear that I am Assistant Bookkeeper of the **Payson Roundup Newspaper**, that the same is a newspaper printed, in whole or in part, And published in the COUNTY OF GILA, State of Arizona, and has a general Circulation therein; that said newspaper has been published continuously and uninterruptedly in said COUNTY OF GILA for a period of more than fifty-two weeks prior to the first publication of the annexed legal notice of advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Arizona. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for the period of (1) insertion; and that the publication of said notice was in the issue of said newspaper dated **August 27 A.D., 2018.** In witness whereof I have hereunto set my hand this **August 27 A.D., 2018.**

Paula VanBuskirk

Subscribed and sworn to before me, a Notary Public in and for the COUNTY OF GILA, State of Arizona August 27, 2018

Julie Lynn Williams, Notary Public

My commission expires March 29, 2019.

JULIE LYNN WILLIAMS
NOTARY PUBLIC, ARIZONA
GILA COUNTY
My Commission Expires
March 29, 2019

ARF-5078 **Regular Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date:	09/11/2018		
Submitted For:	Mary Springer, Finance Director		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2018-2019	Budgeted?:	Yes
Contract Dates Begin & End:	12 months from signature	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

License and Services Agreement with Tyler Technologies, Inc. for Eagle Software Conversion - Correction to Total Dollar Amount.

Background Information

The Assessor's Office software is outdated and not compatible with Treasurer's Office software, so the Assessor's Office is going to convert from the existing Harris software to Tyler Eagle software. To accomplish this task, on July 24, 2018, the Board of Supervisors approved a License and Services Agreement with Tyler Technologies, Inc. for conversion of the Assessor's Office existing data to Tyler Eagle product in the amount of $106,070.

Upon receipt of the Purchase Order, Tyler Technologies notified Gila County that the dollar amount was incorrect. The correct dollar amount, as shown on page 14 of the agreement is $286,444. The amount of $106,070 was the total amount for professional services, not the total amount of the contract.

Evaluation

This information needs to be presented to the Board of Supervisors so that it can approve the correct amount of the License and Services Agreement for the work to be performed by Tyler Technologies.

Conclusion

The Board's approval of the correct total dollar amount of the License and Services Agreement with Tyler Technologies will allow Tyler Technologies to commence with the work as outlined in the Agreement.

Recommendation

The Finance Director recommends that the Board of Supervisors approve the correct dollar amount of $286,444 for the License and Services Agreement with Tyler Technologies.

Suggested Motion

Information/Discussion/Action to approve the correct total dollar amount of the License and Services Agreement with Tyler Technologies, Inc. that was approved by the Board of Supervisors on July 24, 2018, in the amount of $106,070 and should have been presented as $286,444.

(Mary Springer/Joseph Williams)

Attachments

Gila County AZ_License and Services Agreement

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Gila County, AZ, a public agency of the State of Arizona acting through its Board of Supervisors for the benefit of the Gila County Assessor/Appraiser.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who

have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-

us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary by paying the then-current annual beneficiary fees. Release of the source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of

scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

4. Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum.

The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior

written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Israel Boycott Certification. Tyler hereby certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Tyler may result in action by Client up to and including termination of this Agreement.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work
Exhibit E	Reserved

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: Abigail Diaz

Title: Chief Legal Officer

Date: July 12, 2018

Gila County Board of Supervisors

_____

Tim R. Humphrey, Chairman By:

Date: _____

ATTEST

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____

Jefferson R. Dalton,

Deputy Gila County Attorney, Civil Bureau Chief

_____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Gila County Assessor/Appraiser
1400 East Ash Street
Globe, AZ 85501
Attention: Deborah Hughes

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Set Forth on Following Page]

Exhibit A

Gila County Assessor/Appraiser
Deborah Hughes
1400 E. Ash St.
Globe, AZ 85501
928-402-8710
dhughes@co.gila.az.us

Contract ID:	**2018-0058**
Issue Date:	**05/31/18**
Sales Rep:	**G. Snider**

Tyler Related Products and Services

Description	QTY	Investment	Annual
Eagle Assessor			
Base License Fee (per installation of the master application)	1	$40,900	$8,180
Parcel Specific Content Management (Scanning, Imaging & Content)	1	Included	
Personal Property Module	1	$7,500	$1,500
Protest Tracking Module	1	$7,500	$1,500
Eagle Appraiser			
Eagle Appraiser Base License Fee (per installation of the master application)	1	$40,900	$8,180
Parcel Specific Content Management (Scanning, Imaging & Content)	1	Included	
Modules			
Apex (Third Party- No maintenance)	10	$5,450	$0
Marshall & Swift Licensing Fees			
Annual Fee - Fee is subject to change annually.			
Commercial	1500 Parcels	$6,372	
Mobile/Manufactured	9600 Parcels		
Residential	20,000 Parcels		
Agricultural	500 Parcels		
Eagle GIS Viewer	1	$7,280	$1,456
Marshall & Swift Interface Intergration	1	$6,434	$1,287
Field Appraiser Software			
System Software	1	$7,500	$1,500
User Software-Licensed per Laptop	8	$6,000	$1,200
Additional Modules			
Web Application	1	$12,000	$2,400
Advanced Web		$3,000	$600
		$150,836	**$27,803**

Tyler Professional Services

Description	Service Hours	Service Cost
Conversion Services		$37,750
Analysis, Design & Site Prep	64	$8,960
Software Staging	145	$20,300
Testing & User Acceptance	32	$4,480
Production System Transition	4	$560
Project Management	46	$6,440
Installation of Software and Hardware	20	$2,800
On-site Training	121	$16,940
Go-Live Services	36	$5,040
Eagle Web Installation Services		$2,800
TOTAL	468	**$106,070**

Tyler Additional Annual Services

Description	Annual
Network Support	$1,736

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$150,836	$27,803
Total Tyler Services	$106,070	$1,736
Summary Total	**$256,906**	**$29,539**
Contract Total	**$286,444**	

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Exhibit A

SERVICES

DESCRIPTION OF SERVICES	Total Estimated Service Costs	Total Estimated Hours	Estimated Days On-Site
1. **Project Management** Includes estimated professional services required for on-site visits as well as general project development. Project management includes communications and meetings with end user staff members for general development the specific project; Project Plan and Schedule, Conversion Plan, Installation/Implementation Plan, Training Plan and schedule as well as data and software testing plan and on-going Project Management.	6,440	46	0
2. **Business Analysis** Includes estimated professional services required for information gathering on business processes, creation/discussion of forms, business/calculation models, workflow, etc. Specify software functions any required modifications/enhancements.	8,960	64	3
3. **Software Configuration & Staging** Includes estimated professional services for staging, configuration installation of configured application software and hardware quoted. Includes the creation of the following number of appraisal models for Eagle Appraiser, setting up attributes, calculations, reports, etc. Number of Appraisal Models Included: 7	20,300	145	0
4. **Testing and User Acceptance** Includes estimated professional services for user testing and acceptance of all the software components (screens, models, current reports; forms; workflow, etc.).	4,480	32	0
5. **Installation** Includes estimated professional services for installation of the base software and any hardware quoted herein. Includes configuration of database and application servers.	2,800	20	3
6. **Training and Implementation** Includes estimated professional services for training and implementation required for a successful implementation of the project.	16,940	121	12
8. **Go-Live Services** Includes estimated professional services for Go-Live Services.	5,040	36	5
9. **Production System Transition** Includes estimated professional services to transition from a training and implementation status to a production system status.	560	4	0
10. **Assessor Data and Image Conversion Services & Upload**	37,750		
11. **Eagle Web / Advanced Web Installation Services**	2,800		
Professional Services Total	***$106,070***		

tyler

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. Notwithstanding the foregoing, Tyler shall not increase maintenance and support fees by more than five percent (5%) per year, year over year, for the first five (5) years of the term of the Maintenance and Support Agreement.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed

at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

tyler technologies

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process provide the maintenance and support services set forth in this section. Tyler's maintenance and support services assume that Client's personnel have sufficient training, experience, and expertise to attain and maintain technical competence in the operation of the Tyler Software. Training on the Tyler Software is included in this Agreement as set forth in the Investment Summary and Section 4.5.3 of Exhibit D – Statement of Work. Tyler does not provide ongoing training through its maintenance and support services.

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Statement of Work

Statement of Work

Tyler Technologies

Prepared for:

Gila County Assessor
Deborah Hughes
1400 E. Ash Street, Globe, AZ 85501

Prepared by:

Glen Snider
1627 Cole Blvd, Suite 300, Lakewood, CO 80401
Tyler Technologies, Inc.
www.tylertech.com

Table of Contents

1 EXECUTIVE SUMMARY 32

1.1 PROJECT OVERVIEW 32
1.2 PRODUCT SUMMARY 32
1.3 PROJECT TIMELINE 32
1.4 PROJECT METHODOLOGY OVERVIEW 32

2 PROJECT GOVERNANCE 33

2.1 CLIENT GOVERNANCE 33
2.1.1 Client Project Manager 33
2.1.2 Steering Committee 33
2.1.3 Executive Sponsor(s) 34
2.2 TYLER GOVERNANCE 34
2.2.1 Tyler Project Manager 34
2.2.2 Tyler Implementation Management 34
2.2.3 Tyler Executive Management 34
2.3 ACCEPTANCE AND ACKNOWLEDGMENT PROCESS 34

3 OVERALL PROJECT ASSUMPTIONS 36

3.1 PROJECT, RESOURCES AND SCHEDULING 36
3.2 DATA CONVERSION 36
3.3 DATA EXCHANGES, MODIFICATIONS, FORMS AND REPORTS 37
3.4 HARDWARE AND SOFTWARE 37
3.5 ENVIRONMENTS AND DATABASES 38
3.6 EDUCATION 38
3.7 ASSUMPTION MITIGATION 39

4 IMPLEMENTATION STAGES 40

4.1 WORK BREAKDOWN STRUCTURE (WBS) 40
4.2 INITIATE & PLAN (STAGE 1) 42
4.2.1 Tyler Internal Coordination & Planning 42
4.2.2 System Infrastructure Planning 43
4.2.3 Project/Phase Planning 44
4.2.4 Project Schedule 45
4.2.5 Stakeholder Presentation 46
4.2.6 Control Point 1: Initiate & Plan Stage Acceptance 47
4.3 ASSESS & DEFINE (STAGE 2) 48
4.3.1 Fundamentals Review 48

4.3.2 Current/Future State Analysis *49*
4.3.3 Data Conversion Planning & Mapping *50*
4.3.4 Standard 3rd Party Data Exchange Planning *51*
4.3.5 Customization Analysis & Specification, if contracted *52*
4.3.6 Forms & Reports Planning *53*
4.3.7 System Deployment *54*
4.3.8 Control Point 2: Assess & Define Stage Acceptance *55*
4.4 BUILD & VALIDATE (STAGE 3) 57
4.4.1 Configuration & Power User Training *57*
4.4.2 Data Conversion & Validation *58*
4.4.3 Standard 3rd Party Data Exchange Validation *59*
4.4.4 Customization Delivery & Validation, if contracted *60*
4.4.5 Forms & Reports Validation *61*
4.4.6 Control Point 3: Build & Validate Stage Acceptance *62*
4.5 FINAL TESTING & TRAINING (STAGE 4) 63
4.5.1 Cutover Planning *63*
4.5.2 User Acceptance Testing (UAT) *64*
4.5.3 End User Training *65*
4.5.4 Control Point 4: Final Testing & Training Stage Acceptance *66*
4.6 PRODUCTION CUTOVER (STAGE 5) 67
4.6.1 Final Data Conversion, if applicable *67*
4.6.2 Production Processing & Assistance *68*
4.6.3 Transition to Tyler Support *69*
4.6.4 Schedule Post-production Services, if applicable *70*
4.6.5 Control Point 5: Production Cutover Stage Acceptance *71*
4.7 PHASE/PROJECT CLOSURE (STAGE 6) 72
4.7.1 Close Phase/Project *72*
4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance *73*

5 ROLES AND RESPONSIBILITIES 74

5.1 TYLER ROLES AND RESPONSIBILITIES 74
5.1.1 Tyler Executive Management *74*
5.1.2 Tyler Implementation Management *74*
5.1.3 Tyler Project Manager *74*
5.1.4 Tyler Implementation Consultant *75*
5.1.5 Tyler Sales *76*
5.1.6 Tyler Software Support *76*
5.1.7 Tyler Data Conversion Experts *76*
5.1.8 Tyler Reports/Forms Experts *76*
5.1.9 Tyler Basic Network Support *76*
5.2 ASSESSOR ROLES AND RESPONSIBILITIES 77

5.2.1 Assessor Executive Sponsor 77
5.2.2 Assessor Steering Committee 77
5.2.3 Assessor Project Manager 77
5.2.4 Assessor Functional Leads 79
5.2.5 Assessor Power Users 79
5.2.6 Assessor End Users 80
5.2.7 Assessor Technical Support 80
5.2.8 Assessor Upgrade Coordinator 80
5.2.9 Assessor project Toolset Coordinator 80
5.2.10 Assessor Change Management Lead 81

6 GLOSSARY 82

7 EAGLE ASSESSOR CONVERSION SUMMARY 85

7.1 EAGLE ASSESSOR - STANDARD 85

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer Gila County Assessor the opportunity to make the Assessor more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Assessor's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Eagle	Appraisal & Tax

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Assessor's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Assessor collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Assessor steering committee become the escalation points to triage responses prior to escalation to the Assessor and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Assessor and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the Assessor's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The Assessor's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Assessor Project Manager(s) will be responsible for reporting to the Assessor steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The Assessor steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Assessor Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the Assessor steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The Assessor steering committee also provides support to the Assessor Project Manager(s) by communicating the importance of the Project to all impacted departments. The Assessor steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The Assessor steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Assessor's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the Assessor steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the Assessor.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Assessor. As requested by the Assessor, the Tyler Project Manager(s) provide regular updates to the Assessor's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the Assessor management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Assessor shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Assessor does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the Assessor does not agree the particular Deliverable or Control Point meets requirements, the Assessor shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Assessor shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Assessor does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The Assessor has the ability allocate additional internal resources if needed.
- The Assessor also ensures the alignment of their budget and Scope expectations.
- The Assessor and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Assessor Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Assessor Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- Assessor users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The Assessor is responsible for making decisions based on the options available.
- In the event the Assessor may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Assessor's responsibility to define, document, and implement.
- The Assessor makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The Assessor will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The Assessor will provide file layouts associated with data extract(s)
  - The approved file layout, unless otherwise agreed to, is a fixed length ASCII file layout for each data extract
- The Assessor understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance
- The Assessor is solely responsible to ensure all required data is extracted and provided to Tyler for accurate and complete data population in the Tyler database
- The Assessor understands each Legacy System data extract submitted for conversion includes all associated records in a single file

  - The Assessor will utilize a single standard file layout for records containing similar data elements. This allows Tyler to use one set of scripts to move Legacy data into the Tyler database
- The Assessor agrees to produce the needed data extract(s) from the static Legacy System database to Tyler on the specified due date(s)
- At the time the Legacy System data extract(s) are created, the Assessor will either freeze the Legacy System database containing the extracted data or produce reports and detail screen captures using the extracted data to reconcile the converted data within the Tyler solution
- The Assessor agrees to provide resources with in-depth knowledge of the Legacy solutions data and data structure to work collaboratively with Tyler resources to drive the mapping of the data to the Tyler solution(s)
- The Assessor will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data
- Tyler will create one set of scripts to move Legacy System data of similar characteristics to the Tyler database
- The Assessor agrees to provide resources with in-depth knowledge of the Legacy solutions' data to validate the data once populated within the Tyler database
  - Tyler will perform an initial data validation, but it is the responsibility of the Assessor to ensure the quality and accuracy of the data loaded to the Tyler database
- The Assessor and Tyler will work in an iterative process to validate data, correct data, validate, etc. until the data is reasonably sound
- The Assessor may need to correct data scenarios in the Legacy System prior to the final data extract(s) being created
- During Production Cutover, the Assessor may need to manually add or adjust data after data has been loaded into the production database as mutually agreed to prior to the load

3.3 Data Exchanges, Modifications, Forms and Reports

- The Assessor ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The Assessor is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The Assessor testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The Assessor is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.

- The Assessor will provide network access for Tyler modules, printers, and Internet access to all applicable Assessor and Tyler project staff.
- The Assessor has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Assessor's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Assessor does not meet minimum standards of Tyler's published specifications.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to the Assessor for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments
- The train database will be used by the Assessor for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the Assessor provides a training room for Tyler staff to transfer knowledge to the Assessor's resources, for both onsite and remote sessions. The Assessor will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Assessor will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Assessor determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The Assessor provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Assessor provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the Assessor's designated Power Users. The Assessor will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to Assessor End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with Assessor staff to demonstrate a specific function/feature/executable with the Assessor is an opportunity to better understand and appreciate the Tyler solution
- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the Assessor to utilize the software. The Assessor is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow Assessor Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other Assessor users

- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

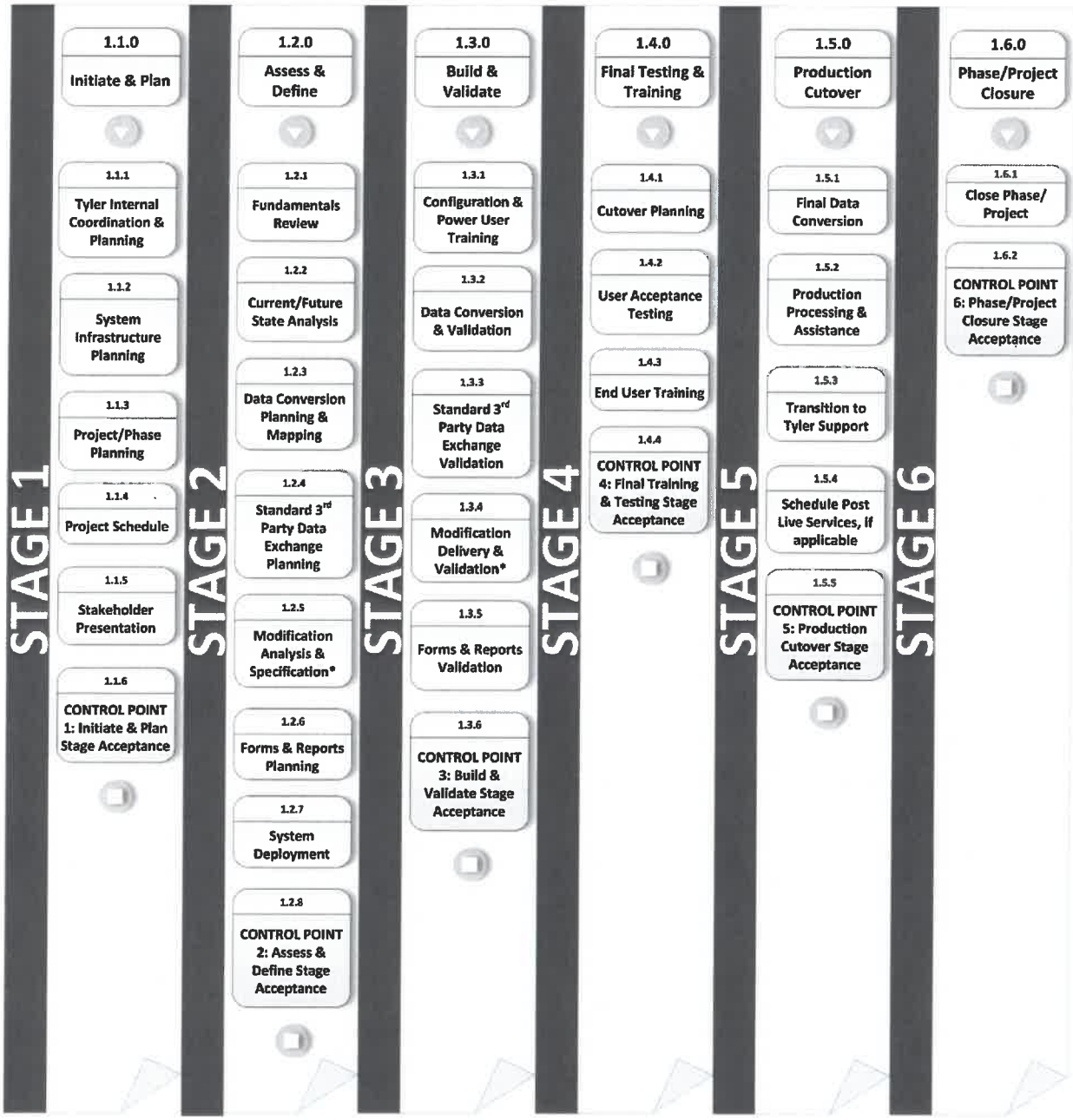
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Assessor and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Assessor participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the Assessor with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Assessor participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Assessor's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The Assessor provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Assessor's site. The Assessor completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by Assessor and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

Assessor stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the Assessor's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: Assessor reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: Assessor acceptance of schedule based on Assessor resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Assessor business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Assessor collaboration. The Assessor shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

Assessor and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Assessor, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Assessor's Legacy System Applications to the Tyler system. Tyler staff and the Assessor work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the Assessor's responsibility to ensure the third party program operates or accesses the data correctly.

The Assessor and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Assessor reviews the specifications and confirms they meet Assessor's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Customizations by using Standard functionality within the Application, which may require a Assessor business process change. It is the responsibility of the Assessor to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Assessor approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the Assessor will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

STAGE 2	Customization Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

Assessor and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either Assessor-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to Assessor business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: Assessor acceptance of completed Questionnaire based on thoroughness of capturing all Assessor business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the Assessor, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the Assessor's needs
  - Scope: Design solution for Customization
  - Acceptance criteria: Assessor accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
  - Objective: Provide specifications for each Assessor in Scope form, Report and output requirements
  - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
  - Objective: Installation of purchased Tyler software
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Assessor is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Assessor team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Assessor's needs identified during the Assess and Define Stage, preparing the Assessor for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Assessor to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Assessor Power Users to prepare them for the Validation of the software. The Assessor collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Assessor, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Assessor reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Assessor to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Assessor tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the Assessor for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Customization Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Assessor tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system
  - Scope: Data conversion program complete; deliver converted data for review
  - Acceptance criteria: Initial error log available for review
- Data conversion verification document
  - Objective: Provide instructions to the Assessor to verify converted data for accuracy
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system
  - Acceptance criteria: Assessor accepts data conversion delivery; Assessor completes data issues log
- Installation of Customizations on the Assessor's server(s) *except for hosted Clients
  - Objective: Deliver Customization(s) in Tyler software
  - Scope: Program for Customization is complete and available in Tyler software, Customization testing
  - Acceptance criteria: Delivery of Customization(s) results in objectives described in the Assessor-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review
  - Scope: Installation of all Standard Forms & Reports included in the Agreement
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The Assessor and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Assessor review the final Cutover plan. A critical Project success factor is the Assessor understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

Assessor and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Assessor for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The Assessor performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Assessor processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Assessor users who attended the Tyler sessions may train any Assessor users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

Assessor and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Assessor begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the Assessor transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The Assessor provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Assessor may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Assessor during Production Cutover activities. The Assessor transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the Assessor to the Tyler Support team, who provides the Assessor with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with Assessor Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																		
	TYLER									CLIENT									
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase
  - Acceptance criteria: Data is available in production environment
- Support transition documents
  - Objective: Define strategy for on-going Tyler support
  - Scope: Define support strategy for day-to-day processing, conference call with Assessor Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
  - Acceptance criteria: the Assessor receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Assessor moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The Assessor and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the Assessor Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the Project. The Project Manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project Deliverables to align with satisfying the Assessor's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the Assessor's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Assessor steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process
- Attends Assessor steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
  - Validates contract compliance throughout the Project
  - Ensures Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Prepares and presents contract milestone sign-offs for acceptance by Assessor Project Manager(s)
  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Update and deliver Implementation Management Plan

  - Defines project tasks and resource requirements
  - Develops initial project schedule and full scale Project Plan
  - Collaborates with Assessor Project Manager(s) to plan and schedule project timelines to achieve on-time implementation

- Implementation Management

  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Assessor to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
  - Establishes risk/issue tracking/reporting process between the Assessor and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Assessor any items that may impact the outcomes of the Project
  - Collaborates with the Assessor's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
  - Sets a routine communication plan that will aide all project team members, of both the Assessor and Tyler, in understanding the goals, objectives, current status and health of the project

- Team Management

  - Acts as liaison between project team and Tyler manager(s)
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing
  - Provides direction and support to project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
  - Assesses team performance and adjusts as necessary
  - Interfaces closely with Tyler developers to coordinate program Modification activities
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the Assessor following configuration
- Assists during Production Cutover process and provides production support until the Assessor transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with Assessor and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time

- Conducts training (configuration, process, conversion Validation) for Power Users and the Assessor's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to Implementation during project initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the Assessor on the status and resolution of reported issues

5.1.7 Tyler Data Conversion Experts

- Validates customer data files are in proper format
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the Assessor with understanding and interpreting error Reports
- Performs changes and corrections to customized conversion programs as the Assessor discovers data anomalies and exception conditions

5.1.8 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope
- Reviews requirements for Peripherals and Consumables, if applicable
- Conducts review of Assessor's form mockup sheets
- Develops final form designs
- Configures and installs Forms software and approved Forms

5.1.9 Tyler Basic Network Support

- Manages incoming Assessor issues via phone, email, online customer incident portal, and from Software Support

- Provides system support including remote support of Assessor systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications
- Tracks issues and tickets to timely and effective resolution
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development
- Consult on pre-sales in regards to system requirements

5.2 Assessor Roles and Responsibilities

Assessor resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 Assessor Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the Assessor steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 Assessor Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team
- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - project Goals
    - Assessor Policies

5.2.3 Assessor Project Manager

The Assessor shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the Assessor Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct

resources from Assessor to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
  - Validates contract compliance throughout the project
  - Ensures invoicing and Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Signs off on contract milestone acknowledgment documents
  - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Review and acknowledge Implementation Management Plan
  - Defines project tasks and resource requirements for County project team
  - Collaborates in the development and approval of the initial Project Plan and Project Plan
  - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
  - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the Assessor and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
  - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
  - Routinely communicates with both Assessor staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
  - Acts as liaison between project team and stakeholders
  - Identifies and coordinates all Assessor resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
  - Provides direction and support to project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
  - Assesses team performance and takes corrective action, if needed
  - Provides guidance to Assessor technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
  - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 Assessor Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Assessor Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Presentation
    - Implementation Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Assessor resources
    - Attendance at scheduled sessions
    - Change Management activities
    - Customization specification, demonstrations, testing and approval assistance
    - Conversion Analysis and Verification Assistance
    - Decentralized End User Training
    - Process Testing
    - User Acceptance Testing

5.2.5 Assessor Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on Assessor business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures

- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to Assessor staff during and after implementation

5.2.6 Assessor End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 Assessor Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from Assessor's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for Assessor 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 Assessor Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Assessor's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with Assessor and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 Assessor project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 Assessor Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the Assessor to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe Assessor requirements not available through Tyler software functionality, which will lead to a Modification with Assessor acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The Assessor is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Eagle Assessor Conversion Summary

7.1 Eagle Assessor - Standard

- Conversion from Single System; Harris/CCI
- One version per year for up to 10 years is converted (a snapshot in time for each year) for admin/assessment data. The last version of the year is used.
- Base conversion includes:
  - Ownership information and history of ownership per property for the 10 years converted. Only a single owner is converted per year.
  - Basic property info including situs, notes, special assessments, value tracking, flags
  - Legal, including parent and child reference genealogy
  - Values – actual and assessed; for AZ full, limited, primary and secondary values
  - Taxes – ad valorem, special assessments, exemptions
  - Exemption documents
  - Table lookups, such as subdivisions, CAMA characteristics, and neighborhoods
- Tax Areas & Authorities Images associated to the index record as described below
- Conversion of protests
- Conversion of permits
- Conversion of sales and transfers
- Conversion of mobile home auth. records
- Conversion of misc. documents
- Conversion of any model (CAMA) data for any model not specifically mentioned above

Exhibit E
Third Party Terms

Reserved

ARF-5069 **Regular Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date: 09/11/2018
Submitted For: Mary Springer, Finance Director
Submitted By: Mary Springer, Finance Director
Department: Finance

Information

Request/Subject

Request the Board of Supervisors certify the collections for the Superior Court for FY 2017-2018.

Background Information

Per A.R.S. 41-2421 (G), each year the Board of Supervisors must certify the annual collections for the Superior Court, Payson Regional Justice Court, and Globe Regional Justice Court for Fiscal Year 2017-2018.

Superior Court - Amount to be certified is $782,164.24.
Payson Regional Justice Court - Amount to be certified is $495,851.64.
Globe Regional Justice Court - Amount to be certified is $623,947.65.

Evaluation

The Gila County Treasurer's Office has prepared the collection report for FY 2017-2018 for Board of Supervisors' certification.

Conclusion

Request the Board of Supervisors to certify the collection amounts for the Superior Court, Payson Regional Justice Court, and Globe Regional Justice Court as presented.

Recommendation

Staff recommends certification.

Suggested Motion

Information/Discussion/Action to certify the collection amounts for the Superior Court, Payson Regional Justice Court, and Globe Regional Justice Court as presented. **(Mary Springer)**

Attachments

Court Collection

Martha Gonzales
Chief Deputy
Ext. 8701

Debora Savage
Tax Collector
Ext. 8700

DEBORA SAVAGE
GILA COUNTY TREASURER
P.O. BOX 1093
Globe, Arizona 85502
(928) 425-3231
1-800-304-4452 (within Arizona)

TO: Mary Springer, Finance Director

FROM: Pamela M. Alvino

DATE: August 1, 2018

RE: FILL THE CAP, A.R.S. 41-2421(G)

From the reports turned into the Treasurer's Office by the Superior Court, Globe Regional and the Payson Regional, I have totaled the annual collections. The following information is provided to the Board of Supervisors for Certification.

Division	Fiscal Year 17-18 Annual Collection	Fiscal Year 97-98 Base Year Amount
Superior Court	$782,164.24	$875,341.00
Payson Regional	$495,851.64	$572,148.00
Globe Regional	$623,947.65	$561,224.00
TOTAL	1,901,963.53	$2,008,713.00

With the annual collection not exceeding the base year amount, once certified by the Board of Supervisors the 5% set aside monies $84,890.03 will be distributed back to the original allocation recipient proportionately to their percent of the total collections.

Thank you,

Pamela M. Alvino
Accountant Cleck Spec.
Gila County Treasurer

ANNUAL COLLECTION FOR THE SUPERIOR COURT, PAYSON REGIONAL & GLOBE JUSTICE COURTS FOR FISCAL YEAR 17-18

SUPERIOR COURT

Total Collections	$787,412.16
Minus Exempted Monies	$5,247.92
To Be Certified	$782,164.24

PAYSON REGIONAL JUSTICE COURT

Total Collections	$511,391.68
Minus Exempted Monies	$15,540.04
To Be Certified	$495,851.64

GLOBE REGIONAL JUSTICE COURT

Total Collections	$643,160.73
Minus Exempted Monies	$19,213.08
To Be Certified	$623,947.65

ARF-5067 **Regular Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date: 09/11/2018
Submitted For: Mary Springer, Finance Director
Submitted By: Betty Hurst, Contracts Administrator
Department: Finance

Information

Request/Subject

Authorization to Publish a Notice of Public Auction for Miscellaneous Surplus Material.

Background Information

The County has the following miscellaneous surplus items available for public auction: miscellaneous file cabinets, folding table, misc. chairs, laptop with case, shredder, fax machine, misc. printers, large toll cart, misc. desk accessories, misc. bookcases, coffee table, side table, lamp shades, cooler boxes, picture frames, video camera in case, small drawer file cabinets, misc. storage boxes, desk, hanging file folder frames, binder, floor mats, misc. office supplies, dry erase boards, cork boards, small rolling stool, Christmas tree stands, misc. computers and accessories, and older TVs.

Evaluation

Pursuant to A.R.S. § 11-251(9), the Gila County Board of Supervisors may sell at public auction, after thirty days' previous notice given by publication in a newspaper of the County, any property belonging to the County that the Board deems unnecessary for use by the County.

All interested parties are invited to bid on the Miscellaneous Surplus Material. Award will be conveyed to the highest bidder.

Conclusion

The public auction notice will be published in the Tuesday, September 18, 2018, edition of the Payson Roundup newspaper.

Recommendation

The Gila County Manager recommends that the Board of Supervisors authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Payson Roundup newspaper.

Suggested Motion

Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Payson Roundup newspaper on September 18, 2018. **(Mary Springer)**

Attachments

No file(s) attached.

ARF-5074 **Regular Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date:	09/11/2018
Submitted For:	Malissa Buzan, Director
Submitted By:	Allison Torres, Case Manager
Department:	Community Services
Division:	Comm. Action Program/Housing Servs.

Information

Request/Subject

Approval of language added to Article III-Section 1(G) of the Bylaws of the Gila County Community Action Program (CAP) Advisory Board and the Amendment to the Bylaws.

Background Information

The Gila County Board of Supervisors established the Gila County CAP Advisory Board on January 20, 1998, and thereafter Bylaws for this Board were developed and implemented. The CAP Advisory Board underwent a complete review of its Bylaws in 2016-2017, and the Amended Bylaws were presented and approved by the Board of Supervisors on July 18, 2017.

The Federal Office of Community Services (OCS) notified the CAP Advisory Board that its Bylaws don't fully meet the requirements of the OCS's Organization Standards with regard to new member orientation; therefore, an Amendment to the Bylaws is being added to outline the procedures for new member orientation. Language has been added to Article III-Advisory Board, Section 1 (G) of the Bylaws, as follows: Members are expected to assist each other in orientation and education related to Advisory Board responsibilities. Reference attached Amendment for new member orientation process.

An Amendment outlining the procedures for new member orientation will be added to the Bylaws.

Evaluation

On August 16, 2018, the CAP Advisory Board unanimously approved the language that was added to Article III-Advisory Board, Section 1 (G) and the Amendment to the Bylaws contingent upon Board of Supervisors' approval.

Conclusion

The added language to the CAP Advisory Board Bylaws and Amendment need to be presented to the Board of Supervisors for approval.

Recommendation

The Gila County Community Services Division Director recommends the Board of Supervisors' approval of the added language to Article III-Section 1(G) of the CAP Advisory Board Bylaws and the Amendment to the Bylaws.

Suggested Motion

Information/Discussion/Action to approve language added to Article III-Section 1(G) of the Bylaws of the Gila County Community Action Plan Advisory Board and the Amendment to the Bylaws which outlines the process for new member orientation. **(Malissa Buzan)**

Attachments

Proposed Amended CAP Advisory Board Bylaws

CAP Advisory Board Minutes 8/16/18

By-Laws

of the

GILA COUNTY COMMUNITY ACTION PROGRAM ADVISORY BOARD

SFY 2018

Arizona Community Action Association

Advocating, Educating and Partnering to Prevent and Alleviate Poverty

Table of Contents

ARTICLE I *1*
INTRODUCTION 1
Section 1 Name **1**
Section 2 Description **1**
ARTICLE II *1*
STATEMENT OF PURPOSE 1
ARTICLE III *2*
ADVISORY BOARD 2
Section 1 Membership and Tripartite Sectors **2**
Section 2 Powers and Duties **2**
Section 3 Composition **3**
Section 4 Petition Procedure 5
Section 5 Residence 5
Section 6 Terms of Office 5
Section 7 Vacancies 6
Section 8 Resignation 6
Section 9 Removal for Cause 6
Section 10 Conflict of Interest 7
Section 11 Member Compensation 7
ARTICLE IV *7*
OFFICERS 7
Section 1 Officers of the Board **7**
Section 2 Election of Officers **7**
Section 3 Duties of Officers **8**
ARTICLE V *8*
COMMITTEES 8
Section 1 Ad Hoc Committees **8**
Section 2 Standing Committees **9**
Section 3 Appointment **9**

Section 4 Membership and Officers **9**

ARTICLE VI ***9***

MEETINGS 9

Section 1 Types of Meetings **9**

Section 2 Arizona Open Meeting Law 10

Section 3 Notice of Meetings 10

Section 4 Minutes 10

Section 5 Meeting Requirements 10

ARTICLE VII ***11***

AMENDMENT 11

ARTICLE VIII ***11***

DISSOLUTION 11

ARTICLE IX ***11***

PUBLIC ACCESS TO GRANTEE INFORMATION 11

ARTICLE X ***12***

FISCAL YEAR AND ANNUAL BUDGET 12

ARTICLE I

INTRODUCTION

Section 1 Name

The name of the organization shall be the Gila County Community Action Program Advisory Board (Advisory Board).

Section 2 Description

The Advisory Board was established pursuant to action adopted by the Gila County Board of Supervisors on January 20, 1998. The location of the Gila County Community Action Program (CAP) and the Advisory Board is 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

ARTICLE II

STATEMENT OF PURPOSE

The purpose of the Advisory Board is to focus on the low-income population as follows:

A. To provide a range of services and assistance with a measurable and potentially major impact on the causes of poverty in Gila County.

B. To promote self-sufficiency by providing services designed to assist low income residents.

C. To serve as an advocate for people in need.

D. To assist program participants by providing utility assistance, eviction/homeless prevention, energy awareness, financial literacy, and employment seeking skills.

E. To coordinate, communicate, refer, network and establish linkages between governmental, social services and private entities to assure the effective delivery of services to low income individuals.

F. To provide oversight of the Community Services Block Grant (CSBG) and other funding programs.

G. To pursue and obtain grants and/or loans to acquire funding to provide the above mentioned services.

ARTICLE III

ADVISORY BOARD

Section 1 **Membership and Tripartite Sectors**

A. The membership of the Advisory Board shall consist of a minimum of nine (9) members not to exceed a maximum of twelve (12) members. At least one-third (1/3) of the members shall represent the Low-Income Sector and, the remaining members should equally represent the Public Sector and the Private Sector.

B. All members of the Board must be 18 years of age or older and residents of Gila County.

C. Each member of the Advisory Board is expected to attend at least four (4) Advisory Board meetings per year and may be requested by the Chairperson to serve on a committee.

D. Members will complete tasks assigned by the Advisory Board Chairperson and will carry out assignments from committees to which they have been appointed.

E. Members are expected to be knowledgeable about the essential matters confronting the Advisory Board.

F. Members are able to participate actively in the development, planning, implementation, and evaluation of programs funded under the Community Services Block Grant (CSBG).

G. Members are expected to assist each other in orientation and education related to Advisory Board responsibilities. Reference attached Amendment for new member orientation process.

H. Members will be required to sign a Loyalty Oath.

I. Members must verify they have read the Arizona Open Meeting Law.

Section 2 **Powers and Duties**

1. To oversee the extent and quality of the participation of the low-income population in the programs of the CAP.

2. To determine, subject to CSBG approval, rules and procedures for the Advisory Board.

3. To elect the officers of the Advisory Board, Executive Committee, and assign members of all other committees of the Advisory Board.

4. To deliberate and vote upon matters and submit written recommendations to the Board of Supervisors for the fiscal year.

5. To ensure that all CSBG program plans and priorities are in conjunction with the Community Services Needs Assessment that must be completed every three years.

6. To review all program proposals and budgets ongoing and based on the Community Action Plan in order to submit to the State of Arizona CSBG office. This will be done on a yearly basis so the annual CAP Plan may be submitted for the start of the fiscal year.

7. To approve all evaluation, assessment studies, and reports that pertain to the locations of CAP offices that best serves Gila County.

8. To provide direction and oversight to all programs carried out under Federal anti-poverty grants in accordance with the terms of the grants, providing such programs are not contrary to said laws.

9. To participate and approve, on an ongoing basis, plans and assessments including trainings for CAP.

Section 3 **Composition**

The Advisory Board shall be approved by the Gila County Board of Supervisors following recommendation of the Economic Opportunity Act of 1964 as amended by the Community Services Act of 1974 and regulations publicized there under. In accordance with 42 U.S. Code § 9910(b), Gila County shall administer the CSBG program through a tripartite board.

A. Public Sector:

One-third (1/3) of the members or equal to the Private Sector representation shall represent the Gila County Board of Supervisors.

Selection Procedures: An application for membership on the Advisory Board shall be presented to the Community Services Division Staff Liaison (as defined in Board of Supervisor's Policy No. BOS-COB-002 – Boards, Commissions and Committees) to determine eligibility to serve on the Advisory Board. The Staff Liaison will then forward a recommendation for appointment to the Board of Supervisors. The Board of Supervisors appoints all members that represent the Public Sector of which the incumbent's term of office will begin after the Board of Supervisors' approval. If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment by the Board of Supervisors for the unexpired portion of the term.

B. Low-Income Sector:

Not fewer than one-third (1/3) of the members shall represent Low-Income individuals as defined by the current Federal Poverty Level Index. To qualify as a candidate for membership on the Advisory Board in the low-income category, a person must have had an annual individual income that was at or below 200% of the current federal poverty guidelines for the preceding tax year, or, alternatively, that person have resided in a family whose annual family income was at or below 200% of the current federal poverty guidelines for families of that size for the preceding tax year. A potential candidate must submit a sworn and notarized statement of their (or family) annual income for the twelve (12) months preceding the application for candidacy. This statement will be retained with their application. A person seeking to be on the Advisory Board in the capacity of a representative of the low-income community, who does not qualify as a person who has low-income, must have worked for a public agency, a private enterprise, or a charitable society that provides services to person who are at or below 200% of the current federal poverty guidelines for the six (6) months immediately preceding the application for candidacy, and that person must have worked at least ten (10) hours per month in that work for the immediately preceding six (6) months.

Selection Procedures: Low-Income members are determined by and selected in accordance with democratic selection procedures. The CAP staff will maintain information on the democratic selection process. The candidate must reside in the geographic area for which an election will be held. Low-Income representatives shall be sought out by advertising in local newspapers and posting notices. A candidate may obtain an application at the local CAP office or on the Gila County website at www.gilacountyaz.gov. The application must be provided to the local CAP office that shall date stamp the application. A ballot shall be compiled of the eligible candidates. Ballots shall be made available through the CAP office(s), Advisory Board member(s), or candidates. The general public shall be allowed to cast one vote per adult person. A ballot shall be submitted to the CAP office in person by the voter with their picture identification by a specified date. Ballots from the public are tabulated. Candidate information and ballots shall be presented to the Advisory Board. After the election results have been declared official by the Advisory Board, the results shall be officially acknowledged by the Gila County Board of Supervisors. Candidate applications and ballots shall remain on file at the CAP office for five (5) years.

C. Private Sector:

The remainder of the members, or equal to the Public Sector representation, shall represent business, industry, labor, religious, law enforcement, welfare, education, nonprofit, or other major groups and interests in the community.

Selection Procedures: A candidate for the Private Sector must complete an application that can be obtained from the local CAP office or on the Gila County website at www.gilacountyaz.gov. All applications will be reviewed by the Advisory Board. Private Sector representatives shall be appointed during a Regular Meeting of the Advisory Board by a majority vote of the Public Sector and Low-Income Sector representatives on the Advisory Board. The name of the new member shall be presented to the Gila County Board of Supervisors on a Board of Supervisors' meeting agenda whereby the Board will acknowledge the member.

Section 4 Petition Procedure

Any individual representing a group or agency that believes it is not adequately represented on the Advisory Board may petition for a seat on the Advisory Board for such representation. A formal written request (petition) for representation shall be submitted to the President of the Board. The petition must contain valid signatures of fifty-one percent (51%) of the governing body or signed by a minimum of twenty (20) adult Gila County residents in the area of the group seeking representation. The petition will be considered and voted upon at a Regular Meeting of the Advisory Board. A written statement of the Advisory Board's recommendation and reasons for the decision will be provided within ten (10) days after the Regular Meeting to the petitioning group or individual and to the Gila County Board of Supervisors.

The Gila County Board of Supervisors will be requested to act on the Advisory Board's recommendations within one (1) month at a regularly announced public meeting and render a final decision on the petition. If the petition is approved by the Board of Supervisors, the Advisory Board shall adjust its size or composition to grant a seat on the Advisory Board or otherwise comply with the Board of Supervisors' directive.

In the event the petition is denied, the organization may resubmit its petition to the Advisory Board and Board of Supervisors. Community Services Block Grant Administration shall be notified after a decision has been reached.

Section 5 Residence

All members of the Advisory Board shall be residents of Gila County, Arizona, excluding American Indian reservation areas.

Section 6 Terms of Office

The terms of office for the Advisory Board members shall be for four (4) years. The term of office for the Public Sector representative will begin on the date the Board of Supervisors appoints the Public Sector representative and end on December 31st in the year of the four (4) year term. The term of office for the Low-Income Sector

representatives and Private Sector representatives will begin on the date the election results are made official by the Advisory Board and end on December 31st in the year of the four (4) year term. The elected incumbent shall fill the vacated term of office and assume that appointed term.

Section 7 Vacancies

There is a vacancy on the Advisory Board when:

A. A member notifies the Advisory Board in writing of his/her resignation.
B. A member has been notified of his/her official removal by action of the Advisory Board for cause as stated in Section 8 of these By-Laws.
C. When the Gila County Board of Supervisors removes a Public Sector representative.
D. Death of the member.
E. A member's conviction of a felony or an offense involving a violation of the person's duties.
F. Failure to sign the Loyalty Oath.

In the event a vacancy occurs in the Public Sector (Article III, Section 2, A), the Advisory Board shall ask the Board of Supervisors to elect another member within 90 days. The position shall be filled in accordance with the selection procedures set forth in Article III, Section 2, A. to fill the unexpired term or vacated term.

In the event a vacancy occurs in the Low-Income Sector (Article III, Section 2, B), it shall be filled within 90 days. The vacancy shall be filled in accordance to the selection procedures set forth in Article III, Section 2, B. to fill the unexpired term or vacated term.

In the event a vacancy occurs in the Private Sector (Article III, Section 2, C), the Advisory Board shall select a Private Sector member within 90 days in accordance to the selection procedures set forth in Article III, Section 2, C. to fill the unexpired term or vacated term.

Section 8 Resignation

Resignation by a member shall be submitted in writing to the Advisory Board Chairperson. An agenda item will be placed on the next Advisory Board meeting to acknowledge that member's resignation.

Section 9 Removal for Cause

Advisory Board members may possibly be removed from office if any of the following occurs:

A. Documented violation of conflict of interest.
B. Failure to meet Advisory Board representation requirements as defined in these By-Laws and any other related state or federal guidelines.

C. Documented proof of malfeasance, fraud or abuse.
D. A member who has one (1) unexcused absence.

An Advisory Board member may possibly be removed from the Advisory Board for cause if two-thirds (2/3) majority of the Advisory Board approved such actions at a legally constituted meeting.

Section 10 Conflict of Interest

Pursuant to Arizona Revised Statues § 38-501 through § 38-511, every public officer or employee of Gila County who has a "substantial interest" in any contract, sale, purchase, service or decision involving any department or elected official of Gila County government, shall "make that interest known in the official records of Gila County" and shall refrain from voting upon or otherwise participating in any manner in such contract, sale, purchase, service or decision. No person, who is an officer or employee of an organization subcontracted by the CAP to perform a component of the CSBG work program, may sit on the Advisory Board. A member of the Advisory Board shall declare a conflict of interest of any item that would relate to the private financial interest of the member or the member's relative. A relative is defined as a spouse, child, grandchild, parent, grandparent, brother or sister of whole or half blood and their spouses and the parent, brother, sister or child of a spouse. An Advisory Board member must sign a Conflict of Interest Statement.

Section 11 Member Compensation

All Advisory Board members shall serve without compensation, except for mileage reimbursement for travel to Advisory Board meetings of twenty-five (25) miles or more per round trip using Gila County's standard mileage reimbursement rate.

ARTICLE IV

OFFICERS

Section 1 Officers of the Board

Officers of the Advisory Board shall consist of a Chairperson, a Vice-Chairperson, and a Secretary.

Section 2 Election of Officers

The Chairperson, Vice-Chairperson, and Secretary shall be elected by a simple majority vote at the Annual Meeting by the Advisory Board and shall serve for a term of two (2) years.

Section 3 Duties of Officers

1. Chairperson - The Chairperson shall: (A) preside at all meetings, establish standing or ad hoc committees with the concurrence of the Board; (B) serve as ex-officio member of all committees, appoint a committee chairperson; work closely with the Director of the Community Services Program and the Coordinator/Manager of CAP; (C) and function in such capacities as the Board may designate. No one individual may hold this office for more than one consecutive term unless so voted by a majority of the Advisory Board.

2. Vice-Chairperson - The Vice-Chairperson shall serve in the absence of the Chairperson. No one individual may hold this office for more than one consecutive term unless so voted by a majority of the Advisory Board.

3. Secretary - The Secretary shall: (A) be responsible for recording and preparing written minutes of each meeting; prepare and post the public notice and agenda of meetings pursuant to the "Disclosure Statement" and to A.R.S. § 38-431.02; (B) ensure that each member of the Advisory Board is provided within seven (7) days prior to the next called meeting a copy of the public notice/agenda and pertinent documents/information for all agenda items to be discussed and or voted upon at the meeting; (C) ensure that a copy of the minutes of each meeting is available at the Gila County CAP office for inspection by the general public within seven (7) days following the Advisory Board meeting in which the minutes were approved and provide a copy of the approved minutes to the Clerk of the Board of Supervisors within the same time frame in accordance with Board of Supervisors' Policy No. BOS-COB-002; (D) presides over the meeting in the absence of the Chairperson and Vice-Chairperson. No one individual may hold this office for more than one consecutive term unless so voted by a majority of the Advisory Board.

ARTICLE V

COMMITTEES

The Advisory Board Chairman has the authority to establish ad hoc or standing committees with the concurrence of the Advisory Board in order to carry out the business of the Advisory Board as the Chairman deems appropriate.

Section 1 Ad Hoc Committees

The Advisory Board has authority to establish ad hoc committees in order to address specific issues. An ad hoc committee may be established for a specific purpose with a

specific time frame. Once the Committee has presented its findings/report to the Advisory Board, the Advisory Board shall take official action to disband the Committee.

Section 2 Standing Committees

The Advisory Board has authority to establish Standing Committees in order to carry out the business of the Advisory Board.

Executive Committee - The Advisory Board Chairperson, with the concurrence of the Advisory Board, shall appoint an executive committee comprised of the elected officers. All meetings of the Advisory Board and any of its ad hoc, standing, or executive committees shall comply in form and manner as required by the Arizona Open Meeting Law (OML). This Committee shall have the authority to transact routine business and emergency matters between meetings of the Advisory Board. The minutes and all decisions made by the Executive Committee shall be ratified by the Advisory Board at the next Regular Meeting.

Section 3 Appointment

Members of a committee shall be appointed by the Chairperson, with the concurrence of the Advisory Board.

Section 4 Membership and Officers

All committees with important policy-making or advisory function shall fairly reflect the composition of the Advisory Board. Each standing committee shall consist of at least three (3) Advisory Board members; the membership of other committees may vary in size. Additional committee members from outside the Advisory Board may be appointed to the committee by the Advisory Board Chairperson for specific purposes on an ad hoc basis. Any such ad hoc members duly appointed by the Chairperson shall have a full and equal vote as regular members of that standing committee.

ARTICLE VI

MEETINGS

Section 1 Types of Meetings

A. Annual Meeting – The Annual Meeting of the Advisory Board shall be held in August. The time and date for holding the Annual Meeting of the members of the Advisory Board may be altered by a majority vote of the members at any meeting thereof. At the Annual Meeting, the By-Laws shall be reviewed. Any proposed revisions will be presented for adoption at the following Regular Meeting of the Advisory Board.
B. Regular Meeting – Regular Meetings of the Advisory Board shall be scheduled once quarterly to conduct the Advisory Board affairs at a time and location designated by the Chairperson.

C. Special Meeting - Special meetings may be called by the Advisory Board Chairperson or by the Vice-Chairperson upon the written request of twenty percent (20%) of the Advisory Board members. The purpose(s) of such a meeting shall be set forth in the notice thereof. A three (3) days' notice will be given to the Advisory Board members for a Special Board meeting. All meetings of the Advisory Board shall comply in form and manner as required by the Arizona Open Meeting Law.

Section 2 Arizona Open Meeting Law

All meetings of the Advisory Board and any of its ad hoc or standing committees shall comply in form and manner as required by the Arizona Open Meeting Law (OML).

Section 3 Notice of Meetings

The OML requires at least 24 hours' advance notice of all meetings to the public body (Advisory Board) and to the general public.

A. Disclosure Statement – The OML requires the posting of a Disclosure Statement identifying the physical and electronic locations where public notices of meetings of the Advisory Board will be displayed. The Disclosure Statement is on file with the Clerk of the Board of Supervisors.
B. Public Note and Agenda – The OML states that the public notice and agenda may be combined. Also, per the OML, the Advisory Board meeting agenda shall contain the "specific matters to be discussed, considered or decided at the meeting". This requirement does not permit the use of generic agenda items such as "personal", "new business", "old business", or "other matters" unless the specific matters or items to be discussed are separately identified.
C. Notice to Advisory Board Members -- There shall be at least seven (7) days' notice of all Regular Meetings and three (3) days' notice for all Special Meetings to Advisory Board members. The public notice/meeting agenda can be e-mailed to all Advisory Board members who have electronic access. For those that do not have electronic access, those members shall be contacted by telephone to decide upon picking up a copy of the agenda at the local CAP office or have the public notice/meeting agenda mailed.

Section 4 Minutes

Minutes must be taken at all public meetings. Minutes may be taken in writing or may be recorded by tape recorder or video tape recorder. The minutes or a recording of any Advisory Board meeting or any of its committees and ad hoc committees shall be available for public inspection within seven (7) working days after the meeting. In addition, any recording and minutes are public records subject to record retention requirements.

Section 5 Meeting Requirements

A. Quorum – At least fifty-percent (50%) rounded up to the nearest whole number of the currently appointed or elected Advisory Board membership shall constitute a quorum. Telephonic conference calls where all members may hear one another or web-based participation is permitted. However, no proxies or alternates are permitted and do not count toward a quorum.
B. Attendance – An Advisory Board member who has an unexcused absence from one (1) meeting shall forfeit his/her seat on the Advisory Board. The member must provide notice to the Chairperson of an expected absence within 24 hours prior to a meeting. All Advisory Board members may attend the meeting in person, telephonically, or by electronic media. A telephone call to a member's phone may be used in case the conference call line is not available for the meeting.
C. Time and Place – All Advisory Board meetings must be reasonably convenient in time and place.
D. Voting – Each appointed member of the Advisory Board shall have one vote. A simple majority vote of Advisory Board members present is needed to pass a motion, except where these By-Laws require a greater majority. No proxy voting shall be allowed.

ARTICLE VII

AMENDMENT

These By-Laws may be altered, amended, or repealed by affirmative vote of two-thirds (2/3) of the Advisory Board, subject to final approval of the Board of Supervisors. Any proposed alteration, amendment or repeal shall be contained in a written notice to each member of the Advisory Board mailed at least ten (10) days prior to any meeting at which an amendment of these By-Laws is to be considered.

ARTICLE VIII

DISSOLUTION

In the event dissolution of the Advisory Board should become necessary, it shall be effected in accordance with pertinent directives of State and Federal law.

ARTICLE IX

PUBLIC ACCESS TO GRANTEE INFORMATION

Gila County CAP shall make available for inspection and examination those documents and records which pertain to activities assisted by the CSBG. An exception to this rule is the inspection of confidential individual client records.

ARTICLE X

FISCAL YEAR AND ANNUAL BUDGET

The fiscal year of the agency shall be from July 1 through June 30 of the following year. Gila County CAP's annual budget shall be presented to the Advisory Board for its review at least seven (7) days prior to a Regular Quarterly Meeting each year with approval at that same meeting.

GILA COUNTY COMMUNITY ACTION PROGRAM (CAP) ADVISORY BOARD BY-LAWS SFY 2018

AMENDMENT

ARTICLE III ADVISORY BOARD

SECTION 1 Membership and Tripartite Sectors

G. New Member Orientation

A new member on the CAP Advisory Board shall complete an orientation process within one month of being seated. The orientation shall be facilitated by the CAP Advisory Board President or a mentor can be delegated by the President.

The new member orientation process shall consist of:

1. Providing the CAP Advisory Board binder consisting of prior agendas, minutes, financial statements, meeting dates, contact list, By-laws, CAP Plan and Community Needs Assessment.
2. Explaining the roles, responsibilities, and expectations of each of the Advisory Board members. Providing a roster and contact information of the Advisory Board members. Providing meeting dates for the current fiscal year. Providing the Arizona Open Meeting Law information.
3. Providing an overview of the programs and services of Community Action Program and Community Services. Explaining staff roles and responsibilities (including the Executive Director and CAP Coordinator). Explaining how the organization operates and functions. Providing an organizational chart.
4. Providing the Mission and Vision statements for CAP. Explaining how the Mission is achieved and their role to support and ensure the success of CAP.
5. Explaining CSBG (Community Services Block Grant), other Federal, State, local and private funding sources. Reviewing a year of prior quarterly financial statements as provided to the CAP Advisory Board. Providing an overview and the Advisory Board's role in financial management policies and procedures.
6. Providing a copy and reviewing the CSBG Information Memorandum (IM) #82 Tripartite Board document.
7. Providing a year of prior CAP Advisory Board agendas and minutes.

8. Reviewing CAP Advisory Board By-laws, Community Needs Assessment, CAP Plan, and Strategic Plan.
9. Ensuring the Whistleblower Policy, Conflict of Interest, Open Meeting Laws, and Loyalty Oath of Office documents are provided, explained, and signed by the new Board member.

Gila County Community Services Division

5515 S. Apache Ave. Suite 200, Globe, AZ 85501
Phone: (928) 425-7631

"Unite low-income residents and community resources to overcome the challenges of poverty."

Gila County Community Action Program Advisory Board
Meeting Minutes
August 16, 2018

I. Call to Order/Welcome

The Gila County Community Action Program (CAP) Advisory Board (herein referred to as "Board") met in annual session at 10:00 a.m. at Mazatzal Casino Cedar Ridge Restaurant Conference Room, 30 Loop Street, Payson, AZ. 85541. Chairman Cody Newman called the meeting to order at 10:06 a.m.

II. Roll Call and Introductions

Present: Cody Newman (Chairman), Annie Hinojos (Secretary), Vicky Quesada, Margret Celix, Nolberto (Chuco) Waddell.

Excused Absent: Mario Villegas, Audrey Opitz.

Via teleconference: Michael Black (Vice-Chairman).

Guests/Staff: Malissa Buzan, Dorine Prine, Allison Torres, Elsa Bobier and Chuck Proudfoot.

Ms. Prine introduced Chuck Proudfoot. Mr. Proudfoot is from Payson and will be the new Public Sector member on the Board who is a representative of the Gila County Board of Supervisors (BOS). His approval is on the August 20, 2018 agenda for the BOS. He has agreed to conduct the Community Assessment Needs Focus Group in Payson on August 21, 2018. Mr. Proudfoot retired April 1, 2018 as the Pastor of the Community Presbyterian Church in Payson. Currently, he is on the board of First Things First for the Gila Region, Payson Area Food Drive coordinator, was chairman for three years with Habitat for Humanity, has worked with Inter-Agencies in Illinois and South Dakota (when the Inter-Agency was started with the Reagan Law), active in National Church, works primarily with communications, and his hobbies are trains. Ms. Prine informed the Board that the Inter-Agency meeting in Globe is called the Southern Gila County Network Team; in Payson, it's called the Inter-Agency meeting. Both meetings consist of organizations, agencies, businesses, and service people that come together to share ideas and resources. Due to the joint effort with Mr. Proudfoot, the Inter-Agency meeting in Payson has grown tremendously. There were 28 agencies and 34 people at the last Payson Inter-Agency meeting on August 9, 2018.

III. **Information/Discussion/Action** to approve the CAP Advisory Board's May 18, 2018 meeting minutes.

Upon motion by Michael Black, seconded by Annie Hinojos, the Board unanimously approved the May 18, 2018 meeting minutes.

IV. **Information/Discussion/Action** to approve the 4th quarter financial report.

Upon motion by Ms. Hinojos, seconded by Ms. Quesada, the Board unanimously approved the 4th quarter financial report for the period April 2018 through June 2018.

Ms. Prine informed the Board that CAP exhausted all funding for the last quarter, which was the end of the Fiscal Year (FY) 2018. Total households approved were 592. Ms. Prine described the allotment form handout, which shows the amounts from July 1, 2018 through June 30, 2019. She explained the total award amounts are divided by 12 months, divided evenly between the Globe and Payson offices, and then recalculated each month. Since CAP has utility funding, we normally use Temporary Assistance for Needy Families (TANF) and Department of Economic Security (DES) Voucher for rental assistance. TANF is used when there is a child in the home under the age of 18. Ms. Prine went over the funding guidelines for Arizona Public Service (APS) and Low Income Home Energy Assistance Program (LIHEAP). Gila County Other funding is only used for an emergency and must be approved by Malissa Buzan or Dorine Prine. Ms. Prine explained that, besides assisting the clients with rental or utility assistance, we inform clients about other resources in the community. Some of those resources are St. Vincent de Paul, Salvation Army, Dolly Parton Library, Women, Infant & Children (WIC), Food Box programs, and Kaitie's Closet. We also have a list of the low-income apartments and mobile home RV trailer parks. We assist the clients to enroll for utility company discount programs, food stamps, and for the free government cell phone.

V. **Information/Discussion/Action** to approve an amendment to the CAP Advisory Board By-Laws SFY 2018 to Article III, Section I G, New Member Orientation that is subject to final approval of the Gila County Board of Supervisors.

Ms. Prine explained that the Organization Standards are issued from the Federal Office of Community Services (OCS) and that we must be in compliance with them. The current by-laws states in Article III, Section I G, "Members are expected to assist each other in orientation and education related to Advisory Board responsibilities". OCS stated this was inadequate and we needed to have a complete procedure. Ms. Prine was able to develop a procedure for new member orientation, which she presented to the board. Ms. Prine went over the Amendment Article III Advisory Board, Section 1 G, #1 through #9. Mr. Proudfoot suggested changing the wording from "a mentor may be chosen by the President" to "a mentor can be delegated by the President" and that #8,"Reviewinging" to be corrected to "Reviewing". Ms. Hinojos made a motion to accept the amendment to the Board by-laws with the change to "a mentor can be delegated by the President" and to correct "reviewinging" to "reviewing" and that the by-laws are subject to final approval of the Gila County Board of Supervisors. The motion was seconded by Ms. Celix. The amended by-laws were unanimously approved.

DRAFT

VI. Acknowledgement of Energy Awareness PowerPoint presentation.

Ms. Prine thanked Allison Torres for the hard work of designing and updating the Energy Awareness PowerPoint presentation. This presentation is part of the Seminar Attendance that our clients view during case management. Upon viewing the presentation, the client must sign the Seminar Attendance form.

Ms. Torres provided the Energy Awareness PowerPoint and discussed each slide. A brief conversation followed the presentation. Ms. Buzan would like to possibly provide carbon monoxide detectors to our clients. Ms. Prine will provide the number of clients we assisted last quarter.

VII. Acknowledgement of Financial Literacy PowerPoint presentation.

Ms. Prine thanked Allison Torres for the hard work of designing and updating the Financial Literacy PowerPoint presentation. This presentation is part of the Seminar Attendance that our clients view during case management. Upon viewing the presentation, the client must sign the Seminar Attendance form.

Ms. Torres provided the Financial Literacy PowerPoint and discussed each slide. A brief conversation followed the presentation.

VIII. Reports/Updates

A. Chair's Report (Cody Newman)

Mr. Newman thanked everyone that attended Arizona Community Action Association (ACAA) annual conference.

B. Director's Report (Malissa Buzan)

Ms. Buzan introduced herself to Chuck Proudfoot and explained some of the services Gila County Community Action Program has to offer such as General Equivalency Diploma (GED) classes, Workforce Development, Weatherization, Gila Employment and Special Training (GEST), Section 8, rental and utility assistance. The main goal is to get people out of poverty and not just to fix their emergency crisis. At the Federal level, we have maintained our budget status and we are even. At the state level, DES has a new Director, Michael Trailor, who came from the Arizona Department of Housing. In Globe, we have a new fiscal manager, Lisa Wilckens, who has 15 years of experience in the County Finance Department.

C. Coordinator's Report (Dorine Prine)

1. <u>Customer Satisfaction Data Report (handout)</u>
   Ms. Prine briefly discussed the customer satisfaction data report. Ms. Prine stated the numbers were low because it was the end of the fiscal year; that caused a decrease in services provided to the residents.

2. <u>CAP Success Story (handout)</u>

Ms. Torres read aloud the CAP success story from the Globe area. The client had been laid off after 12 years with the same organization. Her daughter and young granddaughter had moved in with her. She was the only source of income in the household. Her unemployment insurance benefits had been exhausted. After much searching she was able to find a job that was training her to potentially be an office manager with a stable company. The CAP office was able to assist with rent and utility assistance. With our client's determination, new employment, and support from the CAP program, she will be able to get back on track and recover from her financial crisis.

Elsa Bobier read aloud the CAP success story from the Payson area. The client is a single mother living with her three young children. She was struggling financially after child support suddenly stopped. Her son had a medical life-threatening emergency that forced her to resign her full-time job in town. She was able to find a job working weekends out of town. By the time she came to CAP, her propane had been turned off for three months, she was facing eviction and her electricity was about to be disconnected. The CAP office was able to pay her rent, turn on her propane and prevent her electric from being disconnected. With her rent and utilities current, plus the child support that she just started to receive again, and with her weekend job, she will be able to support her family and be by her son's side as he continues his recovery.

3. Community Needs Assessment progress

Ms. Prine explained to the Board that the Community Needs Assessment is completed every three years and it is what drives CAP. The Strategic Plan and CAP Plan are based on the outcomes from the Community Needs Assessment. Ms. Prine thanked Annie Hinojos for conducting the Focus Group in the Hayden area. Ms. Hinojos stated the main concerns from their Focus Group were lack of medical care, transportation and police protection. We have a total of 284 completed surveys so far. The survey closes August 31, 2018.

4. Review of Community Services Block Grant (CSBG) Information Memorandum (IM) #82

Ms. Prine referred the Board to the CSBG IM #82 Tripartite Boards issued by OCS. Ms. Prine explained that tripartite means three sections: Low Income, Public and Private. Ms. Prine explained the memorandum that details the Board's duties, responsibilities and obligations and the Board members are representative for the residents of Gila County.

5. Organizational Chart

Ms. Prine presented the Gila County Community Services Division organizational chart. She briefly discussed each department, person's name, job duties and responsibilities.

6. Mission and Vision statements

Mission Statement: Unite low-income residents and community resources to overcome the challenges of poverty.
Vision Statement: Empowering, encouraging and educating residents to achieve self-sufficiency throughout Gila County.
Ms. Prine stated that every five years, per the Organization Standards, the Board must revisit the mission and vision statements. The mission and vision statements were approved by the Board in May 2015, and due again in May 2020. If the board wants to make any changes or better define the mission statement before May 2020 please inform Ms. Prine.

7. CAP Plan State Fiscal Year (SFY) 2019
Ms. Prine informed the Board that the CAP Plan is built off the Community Needs Assessment. The CAP Plan must provide direction on how we are able to conduct the services we deliver to the residents of Gila County based on the findings of the Community Needs Assessment. Most of our reports are provided to the State (DES) who submit information to Federal entities.

8. Strategic Plan 2016-2020
Ms. Prine stated the Strategic Plan is a four-year plan and will be completed again in 2020. This is based on the Community Needs Assessment that determines the needs and barriers in the County. Then, we develop a plan outlining the steps that will be taken to provide assistance for those needs and remove or reduce the barriers. The CAP Plan shows how we will direct the services and assistance to overcome those needs and barrier. The Strategic Plan provides a way to carry out the CAP Plan and develop long range goals to meet the needs and remove the barriers.

9. Open Meeting Laws
Ms. Prine distributed a form that each board member signed. By signing the form each member acknowledges they have received and read the Open Meeting Law 101 today. Each Board member can go on-line and read the entire document. Ms. Prine explained to the Board that only topics that are on the agenda are to be discussed in the meetings. Chuck Proudfoot advised that the State has a training on Open Meeting Law module and the State will issue you a certificate once you have completed the training. Mr. Proudfoot will get more information on this. Michael Black stated the Arizona League City and Towns provides a class on Open Meeting Laws because, as a councilman, it is a requirement.

10. The department documents that each tripartite board/advisory body member has received a copy of the governing documents, within the past 2 years.
Ms. Prine informed the Board that each member has received the governing documents. The documents are located in each member's binder. Updated documents are provided to the Board members throughout the year. It is their responsibility to maintain their binders. If anyone is missing or needs additional documents, please contact Ms. Prine. There was no discussion on any of the documents.

11. The department's tripartite board/advisory body receives programmatic reports at each regular board/advisory meeting.
Ms. Prine informed the board that each member receives the various programmatic reports, financial statements, minutes, success stories, progress or setbacks of CAP. Each Board member should be aware of all proceedings within the CAP organization. There was no discussion on this topic.

IX. Call to the Public: There were no comments from the public.
There were no comments from the public.

X. Board members provide a brief summary of current events:
Margaret Celix: She is working on doing a March of Dimes walk at one of the Miami school; working on holding a community walk, possibly in the Spring of next year; serves on the Miami

School Board; and involved with Court Appointment Special Advocate (CASA) for about 25 years.

Nolberto(Chuco) Waddell: He is the Vice-Mayor of Winkelman; participating in the Little League Program in Hayden/Winkelman; an announcer for the school football team; and a scorekeeper and bookkeeper for the volleyball and basketball teams.
Annie Hinojos: She has been on the town council for 24 years; Director for the Hayden Senior Center; on the Central Arizona Government (CAG); serves on the Regional Council for Pinal/Gila Resolution Committee; and an Arizona Senior Center Association member.

Cody Newman: He is a missionary headman in charge for the Latter-Day Saints Church in Strawberry; on the Strawberry School Board; Secretary for the Arizona Propane Educational Research; on the Board for the Northern Gila County Fair; Vice-President for Arizona Propane Association; a liaison for the Governor's office; and the franchise owner of Griffith's Propane.

Chuck Proudfoot: He is active with the Main Street Merchants Association; Payson Area Food Drive coordinator; a member of the Rim Country Classic Auto Club (he owns a 1955 Chevy); President of a 501c3 that is restoring a steam locomotive in Colorado; and is the Member-At-Large on the First Things First Board.

XI. Adjournment

Chairman Mr. Newman adjourned the meeting at 2:24 p.m.

DRAFT

ARF-5058 **Regular Agenda Item** **4. E.**

Regular BOS Meeting

Meeting Date:	09/11/2018		
Submitted For:	Michael O'Driscoll, Director		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2019	Budgeted?:	Yes
Contract Dates Begin & End:	12 months from Award	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Authorization to Advertise Request for Proposals No. 080318-Supplemental Nutrition Assistance Program Education Support Services.

Background Information

Gila County is seeking consultation services to implement collaborative and comprehensive public health approaches and public health marketing supporting our Supplemental Nutrition Assistance Program Education (SNAP-Ed) and the Healthy People Healthy Communities (HPHC) strategies for Healthy Arizona Policy Initiatives (HAPI).

Gila County will contract with one Arizona-based organization employing a Registered Dietitian Nutritionist (RDN), Physical Activity Specialist, and Marketing and Communications specialist to implement Policy, System, and Environmental (PSE) food systems, active living, and school health strategies; to provide nutrition education and physical activity promotion; design and implement public health marketing and communications tools including social media promotion; and, support the development of partnerships and stakeholder engagement with a focus on low-income individuals and families and children and youth with special healthcare needs. Additionally, consultant will complete consultation plan writing and development services in addition to marketing and promotional strategies of public health emergency preparedness services. The overall goal of the consultation and marketing support is to apply comprehensive evidence-based strategies to improve health outcomes and wellbeing for

Gila County residents.

Evaluation

The purpose of this request is to implement collaborative and comprehensive public health approaches and public health marketing supporting Supplemental Nutrition Assistance Program Education (SNAP-Ed), the Healthy People Healthy Communities (HPHC) strategies, and Public Health Emergency Preparedness (PHEP) marketing and communications for Gila County. To comply with mandated grant guidelines, Gila County must consult with a certified health professional, registered dietitian, and an experienced social media, communications expert. Without consulting these services Gila County would have to employee multiple part-time employees that have these skills and without a guarantee for long-term funding.

Conclusion

To meet grant requirements, Gila County is seeking contract support services for the administration of food systems and active living services in alignment with the Supplemental Nutrition Assistance Program Education (SNAP-Ed)/, Arizona Nutrition Network (AzNN), and Policy System and Environmental (PSE) strategies. Gila County will contract with one Arizona-based organization employing a Registered Dietitian Nutritionist (RDN) to collaborate with Gila County to support the implementation of farmers' market strategies, promote participation in local physical activity resources and support the implementation of wellness policies in schools and early childhood programs.

Upon approval from the Board of Supervisors, the advertisement for Request for Proposals No. 080318 - Supplemental Nutrition Assistance Program Education Support Services will run in the September 18, 2018, and September 25, 2018, editions of the Payson Roundup newspaper with a proposal due date of October 3, 2018.

Recommendation

It is the recommendation of the Finance Director and the Health & Emergency Services Division Director that the Board of Supervisors authorize the advertisement of Request for Proposals No. 080318 Supplemental Nutrition Assistance Program Education Support Services to be published for two consecutive weeks in the Payson Roundup newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080318 Supplemental Nutrition Assistance Program Education Support Services. **(Michael O'Driscoll)**

Attachments

Request to Advertise

RFP NO. 080318

EXHIBIT "H"

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of $50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR *Check one*	REQUEST NUMBER
Bids _____ Proposals X Qualifications _____	_____ *(For Procurement Use Only)*

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING 160,000 PROJECTS: Sub-grantee for Public Health Support Services

Fund 2571 Dept No. 404 Program SnapEd Location _____ Account 4210.4

INTENT

It is the intent of this solicitation to establish a contract with a contractor to provide Public Health Support Services for the Supplemen Assistance Education (SnapEd) and the Healthy Arizona Policy Initiative (HAPI) programs.

Signed: Paula M Horn Date 8/9/2018

Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE				
	Department Receipt	_____	Placed on Agenda	_____
	Presented to Board	_____	Approved to Call	_____
	Delivered to Paper	_____	Paper Name	_____
	Advertised From	_____	To	_____
	Closing Date	_____	Bid Award Date	_____
	Awarded To	_____	Pre-Bid Meeting Date	_____

III. OTHER APPROVAL: *Only as necessary*

Department Name: Health and Emergency Management

Department Head Signature Michael Atwell Date 8/14/18

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED

Finance Director Signature _____ Date _____

GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 080318

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Tim R. Humphrey, Chairman
Woody Cline, Vice Chairman
Tommie C. Martin, Member

COUNTY MANAGER
James Menlove

GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 080318
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Supplemental Nutrition Assistance Program Education Support Services.

SUBMITTAL DUE DATE: 3:00 PM, MST, Wednesday, October 03, 2018

RETURN PROPOSAL TO: GILA COUNTY
FINANCE DEPARTMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the finance department Copper Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered**. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 080318 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:
http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Payson Roundup: **September 18, 2018 and September 25, 2018**

Signed:_____ Date: _____/_____/_____
Tim R. Humphrey, Chairman of the Board

Signed: _____ Date: _____/_____/_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

TABLE OF CONTENTS

CONTENT **PAGE**

Notice of Solicitation **1**

Table of Contents **2**

Intent **3**

Scope of Work **4-5**

Exhibit "A"; Instructions to Bidders **6-8**

Preparation of Sealed Bid 6
Amendments 7
Inquiries 7
Late Proposals 7
Submittal Bid Format 7-8

General Terms and Conditions **9-11**

Award of Contract 9
Protests 9
Laws & Ordinances 10

Exhibit "B"; Contract Award Agreement **11-15**

Overcharges by Antitrust Violations 11
Authority to Contract 11
Contract Amendments 11
Contract Default 11
Right to Assurance 12
Co-op Intergovernmental Purchasing Agreement 12
Cancellation of County Contracts 12
Termination of Contract 12
Indemnification Clause 13
Insurance Requirements 13-15

Exhibit "C"; Minimum Specifications and Information **16-17**

Section 1.0; General Purpose 16
Section 2.0; Bid Pricing & Term 16
Section 3.0; Negotiations 16

Qualification and Certification Forms **18-19**

Price Sheet **20**

Reference List **21**

No Collusion Form **22**

Israel Boycott Certification **23**

Certification Regarding Debarment **24**

Intentions Concerning Subcontracting **25**

Legal Arizona Workers Act Compliance **26**

Checklist & Addenda Acknowledgment **27**

Offer Page **28**

Acceptance of Offer Page **29**

INTENT

REQUEST FOR PROPOSAL FOR: **Supplemental Nutrition Assistance Program Education Support Services**

INTENT**:**

The purpose of this request is to implement the Gila County Supplemental Nutrition Assistance Program Education (SNAP-Ed) food systems, active living, school health, and early childhood strategies in collaboration with Gila County Health and Emergency Services.

For the purposes of this Request for Proposal, "Contractor" is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

The Contractor shall:

- Implement the Gila County SNAP-Ed strategies in alignment with AzNN guidelines.
- Implement the Gila County HAPI strategies in alignment with HPHC guidelines.
- Provide technical assistance and subject-matter expertise in SNAP-Ed administration, including, but not limited to, implementation of PSE strategies consistent with state and federal regulations.
- Work directly with Gila County stakeholders in all aspects of strategy and marketing implementation.
- Maintain staffing requirements for a Registered Dietitian Nutritionist (RDN) and Physical Activity Specialist.
- Attend and participate in any required Gila County and ADHS trainings and meetings.
- Follow the current USDA Dietary Guidelines for Americans and the USDA Food Guidance System.
- Follow the current Physical Activity Guidelines for Americans.

DELIVERABLES:
The Contractor shall submit:

- Prepare and submit monthly reports utilizing the standard reporting forms.
- Prepare and submit quarterly narrative reports utilizing the standard reporting forms.
- Prepare and submit quarterly evaluation reports utilizing the standard reporting forms.
- Prepare and submit fourth quarter narrative reports summarizing the year's program activities, any results from both quantitative and qualitative evaluations conducted, and any other relevant program information utilizing the standard reporting forms.

PROPOSAL RESPONSE REQUIREMENTS:
A concise proposal narrative based on the following weighted criteria:

- Description of Organization
- Key Staff Qualifications and Resume/CV outlining experience in the administration, implementation, and evaluation of SNAP-Ed programs, PSE experience, Public Health experience, marketing and communications experience, and experience working in Gila County.
- Annual Cost

SELECTION CRITERIA:

- Experience successfully completing similar projects ***40 points***
- Experience and capability of principal applicant and key personnel ***30 points***
- The proposal indicates a clear understanding of the project and is appropriate to the charge ***20 points***
- The budget is appropriate for the scope of work submitted ***10 points***

Total 100 points

1.0 MINIMUM QUALIFICATIONS:

Qualifying experience includes:

- Arizona-based organization employing a Registered Dietitian Nutritionist (RDN) and Physical Activity Specialist.
- Experience working with Gila County communities and children and youth with special health care needs.
- A minimum of three years of experience in the administration of SNAP-Ed.
- A minimum of three years of experience in food systems, active living, and school health policy, system, and environmental (PSE) approaches, and marketing and communications in public health programs.
- A minimum of three years of experience completing public health reporting and evaluation.

EXAMINATION INFORMATION:

This examination utilizes an evaluation of Education and Experience (E&E) weighted 100%, and is based solely upon information provided within the application. Information provided with the application will be assessed in relation to the elements of the scope of work and linked to the knowledge, skills, and abilities required for the work.

Special care should be taken to submitting a complete description of educational qualifications and experience relevant to the typical tasks, scope, and minimum qualifications stated on this announcement. Supplemental information will be accepted but competitors should read the announcement carefully to determine what kind of information will be useful to those individuals completing the evaluation.

The County reserves the right to revise the examination plan to better meet the needs of the service if the circumstances under which this examination was planned change. Competitors shall be notified of such revisions.

SCOPE: Rankings will be determined based on the depth and breadth of professional education and experience beyond what is minimally required.

It is the intent of Gila County to award a contract to a qualified Contractor for the Supplemental Nutrition Assistance Program Education Support Services.

See page 23 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, *bhurst@gilacountyaz.gov*.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this request for sealed proposal package. It is permissible to copy these forms if required but copies must have original signatures.

B. Before submitting its proposal and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the proposal and qualifications forms provided in this request for proposal package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of bid and made a part of this contract. The county will use the proposal and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the request for proposal shall be listed on the proposal.

F. No alterations in proposals, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form, page 28.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a proposal being rejected as non-responsive.

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. Questions received after 3:00 P.M., Thursday, September 27, 2018 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on the notice for sealed proposal will be returned unopened. Late proposals shall not be considered. Any Contractor submitting a late proposal shall be so notified.

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the proposal and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Spiral bound proposals are not permitted. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.

3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES", Proposal No., "080318", Date "October 03, 2018", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.

    a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all proposals; or portions thereof; or
        3. Reissue a request for proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.

4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.

5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 21 through 30.

Overcharges by Antitrust Violations

The county maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the county any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the request for proposal issued by the county and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

A. The county, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

    1. If the Contractor fails to make delivery of the supplies or deliverables, or to perform the services within the times specified; or

    2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the county terminates this contract in whole or part, the county may procure supplies or services similar to those terminated, and the Contractor shall be liable to the county for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said active purchasing agreements to extend to those parties the right to purchase supplies, equipment, and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. 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 the Contractor to carry out any term, promise, or condition of the contract. The county will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

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 Contractor 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 paragraph.

Indemnification Clause

Contractor 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 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant 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 may 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. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

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, 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 does not warrant 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 bhurst@gilacountyaz.gov. The county project and 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose
It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.

1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.

1.3 Contractor shall review its proposal submission to assure the following requirements are met.

1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
1.3.2 Qualification and Certification Form (page 18-19)
1.3.3 Price Sheet (page 20)
1.3.4 References List (page 21)
1.3.5 No Collusion Certification (page 22)
1.3.6 Israel Boycott Certification (page 23)
1.3.7 Certification of Debarment (page 24)
1.3.8 Intentions Concerning Subcontracting (page 25)
1.3.9 Legal Arizona Workers Act Compliance (page 26)
1.3.10 Checklist & Addenda Acknowledgment (page 27)
1.3.11 Offer Page (page 28)
1.3.12 Acceptance of Offer (page 29)

SECTION 2.0

Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

SECTION 3.0

3.1 **Evaluation of Proposal and Negotiations**

The finance director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. The board of supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the request for proposals.

For the purpose of conducting negotiations, the county shall determine what proposals are susceptible for being selected for award. A determination that a proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the county files. If it is determined a proposal is not reasonably susceptible of being selected for award, the Contractor shall be notified and shall not be afforded an opportunity to modify its proposal.

3.2 **Negotiations with Individual Contractors**

- Gila County may establish procedures and schedules for conducting negotiations. Disclosure of a contractors' price or any information derived from competing proposal prices or any information derived from competing proposals is prohibited.
-
    a. Any response to a request for clarification of a proposal shall be in writing.
    b. Gila County shall keep a record of all negotiations.

- For the purposes of conducting negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

    a. Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and or contract award.
    b. Exclusive Negotiations: A determination may be made by the director to enter into exclusive negotiations with the responsible Contractor whose proposal is determined in the selection process to be most advantageous to the county.

- Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.

    a. A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor.
    b. If exclusive negotiations are conducted and an agreement is not reached, the county may enter into exclusive negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

The applicant submitting this proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   _____
   _____
   _____

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.

4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractor.
   b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** _____
(If Applicable)

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES.

Contractor Name: _____ Phone No.: _____

	COSTS
Annual Rate ***(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15th of the following month)***	**$ _____**
TOTAL COST	**$ _____**

****All applicable taxes shall be included in proposed amount.**

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this request for proposals during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

2. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

3. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is _____
(Title)

Of _____ and
(Name of Business)

That he or she is submitting a proposal on **SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES, RFP NO. 080318** and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said _____

_____
(Name of Business)

has, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free-competitive bidding in connection with the above-mentioned service.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2018.

_____ My Commission expires: _____
Notary Public

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Typed Name and Title of Authorized Representative

_____

Signature of Authorized Representative

☐.....I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES,** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES**, it is my intention to subcontract a portion of the work.

☐ **NO**, it is not my intention to subcontract a portion of the work.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

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 delivery of services.

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.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED AND EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION FORM	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2018

_____
Contractor:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before October 03, 2018, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this request for proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

Contractor Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 080318, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 080318** . The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2018.

GILA COUNTY BOARD OF SUPERVISORS:

_____
Tim R. Humphrey, Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

CONTRACTOR:

_____
Authorized Signature

_____
Print Name

ARF-5060 **Consent Agenda Item** **5. A.**

Regular BOS Meeting

Meeting Date:	09/11/2018		
Submitted For:	Paula Horn, Deputy Director of Health		
Submitted By:	Paula Horn, Deputy Director of Health		
Department:	Health & Emergency Management		
Fiscal Year:	2019	Budgeted?:	No
Contract Dates Begin & End:	9/1/2018 - 8/31/19	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Ratification of the CDC-RFA-TP-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response Gila County Division of Health and Emergency Services

Background Information

The Arizona Department of Health Services (ADHS) sent an email to all County Health Officers on July 24, 2018, requesting proposals for one-time funding to help address the opioid crisis in each county. The proposals were due on July 26, 2018, to be included in the State application for the Center for Disease Control Emergency response to the public health opioid crisis. With such a quick turnaround, Michael O'Driscoll, Health and Emergency Management Division Director, was given permission by Gila County Manager James Menlove to submit the application and then place this agenda item on the Board of Supervisors' meeting agenda for ratification of the Board's approval.

Evaluation

The Gila County Health Department proposal was submitted to ADHS on Thursday, July 26, 2018.

Conclusion

The Gila County Public Health Department currently has a grant to address some of the issues surrounding opioid use and misuse and this additional funding will allow for a dedicated amount to focus on marketing efforts. The Gila County proposal needs to be presented to the Board of Supervisors for ratification of the approval for the submittal of the application.

Recommendation

It is the recommendation of the Health and Emergency Management Division Director that the Board of Supervisors ratify its approval for the Health and Emergency Management Division to apply for CDC cooperative agreement for emergency response to the public health opioid crisis with ADHS in the amount of $75,000 for the period of September 1, 2018, through August 31, 2019.

Suggested Motion

Ratification of the Board of Supervisors' approval for the Health and Emergency Management Division to submit an application to the Arizona Department of Health Services for CDC-RFA-TP-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response funds in the amount of $75,000 to provide emergency response to the public with regard to the health opioid crisis for the period September 1, 2018, through August 31, 2019.

Attachments

Proposal

CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response
Gila County Division of Health and Emergency Services

Proposed Work Plan

Information Management Domain

- **Problem Statement**

  In surveys conducted in 2017 and 2018, Gila County residents expressed opiate drugs (including heroin) to be the leading drug issues in our county, while at the same time they feel they have little to some knowledge on the dangers of misuse and abuse of these drugs. These surveys also reveal the majority of Gila County residents utilize social media outlets (Facebook, Instagram, Twitter, Pinterest, etc.) and visual marketing (billboards) as their primary forms of news and other information. By developing a direct marketing campaign that addresses the current opioid epidemic and the dangers surrounding it, and utilizing these reported methods of delivery, we feel the message will be more widespread, thus being more effective.

- **Current Capacity**

  Currently, Gila County partners with their only substance abuse coalition to help disseminate information around the opioid epidemic. This coalition is comprised of volunteers that are not always able to push information consistently or in a timely manner. Gila County was granted the Prescription Drug Overdose Prevention Grant that employs one Community Health Specialist. This grant program is multifaceted and focuses working an all aspects of the opioid issue. This grant does not have dedicated funding for a marketing campaign.

- **Planned Activity**

  Upon receiving these funds, Gila County will collaborate and/or contract with a professional marketing firm to create a campaign (social media and visual marketing) that raises public awareness and informs residents about the dangers around misusing and abusing opiate drugs. This information will be uniform and consistent with current work being done in our communities. This campaign will utilize the most appropriate media outlet(s) to push information and education on a consistent basis.

- **Propose outcomes associated with planned activity**

  Increase public knowledge regarding the dangers of misuse and abuse of opiate drugs.

- **Estimated timeframe for completion**

  September 1, 2018 through August 31, 2019

CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response
Gila County Division of Health and Emergency Services

Proposed Project Budget:
September 1, 2018 – August 31, 2019

FY 18 Proposed Budget	
Line Item	**Total**
A. Personnel	22,000.00
B. Fringe Benefits	8,800.00
C. Travel	5,000.00
D. Transportation of Things	
E. Supplies and Materials	1,632.00
F. Equipment	750.00
G. Contractual	30,000.00
H. Other-Indirect	6,818.00
Total	**75,000.00**

ARF-5063 **Consent Agenda Item 5. B.**

Regular BOS Meeting

Meeting Date: 09/11/2018
Submitted For: Malissa Buzan
Submitted By: Allison Torres, Case Manager
Department: Community Services Division: GEST Department

Information

Request/Subject

Amendment No. 5 to Request for Qualified Vendor Agreement (RFQVA) No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila Employment and Special Training (GEST).

Background Information

On September 16, 2014, the Board of Supervisors approved Amendment No. 1 to RFQVA No. DDD 710000. Upon receipt of Amendment No. 1, the Arizona Department of Economic Security (ADES) notified the Gila County GEST Department that the amendment needed to be corrected and returned to ADES as soon as possible. Former Chairman Pastor signed the corrected Amendment No. 1 on October 6, 2014, and it was then resubmitted to ADES.

The Gila County Board of Supervisors approved Amendment No. 2 on April 18, 2017.

The Gila County Board of Supervisors approved Amendment No. 3 on May 9, 2017.

The Gila County Board of Supervisors approved Amendment No. 4 on October 10, 2017.

Evaluation

By signing Amendment No. 5, Gila County d/b/a GEST is acknowledging a revision to Section 7 - Service Specifications, adding the "Habilitation Vendor Supported Developmental Homes (Child and Adult)" Service and Section 9 F - Developmental Home Third Party Agreement, an added attachment. The submittal of said document will allow the GEST Department to maintain a Qualified Vendor Agreement with the DDD.

Conclusion

Amendment No. 5 to the RFQVA No. DDD 710000 will allow the GEST Department to continue to provide DDD services to residents of Gila County, and remain in compliance with federal and state regulations and provisions of the RFQVA.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve Amendment No. 5 to the RFQVA No. DDD 710000 in order to acknowledge a new service and an added attachment so the GEST Department can continue to provide services to eligible residents of Gila County.

Suggested Motion

Approval of Amendment No. 5 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.

Attachments

Amendment No. 5 to RFQVA No. DDD 710000

Amendment No. 4 to RFQVA No. DDD 710000

Amendment No. 3 to RFQVA No. DDD 710000

Amendment No. 2 to RFQVA No. DDD 710000

Amendment No. 1 to RFQVA No. DDD 710000

RFQVA No. DDD 710000

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Michael Trailor
Director

Sent via U.S. Postal Service

August 3, 2018

Gila Employment and Special Training
Attn: Helene Lopez
5515 South Apache Ave. Suite 200
Globe, AZ 85501

Re: Qualified Vendor Agreement No. # 05785, Amendment #5

Dear Helene Lopez,

The Arizona Department of Economic Security, Division of Developmental Disabilities (Division) is amending its Qualified Vendor Agreement (QVA) Solicitation, Request for Qualified Vendor Agreement (RFQVA) #DDD710000 to include recent changes made to the service specification for Habilitation, Vendor Supported Developmental Home (Child and Adult) and the Developmental Home Third Party Agreement. Included with this letter are instructions for the amendment known as RFQVA #DDD710000 Amendment #5.

A.R.S. 36-557 (K), Title 6, Chapter 6, Article 2103, (D) (10) and Section 6.6 of the DES DDD Standard Terms and Conditions for Qualified Vendors require whenever the Division initiates any revisions, additions, or deletions to any information in its original open and continuous "RFQVA Solicitation," all parties who have a contract with the Division acknowledge any changes occurring to the Solicitation. Returning the signed amendment(s) to the Division by an established due date is part of the acknowledgment process and is required.

Please read the instructions and the amendment in its entirety to prevent any interruption in service delivery provided to members associated with your contract. In the event you do not have an approved Amendment #5 in place by August 31, 2018, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

If you have any questions, please do not hesitate to contact Jose Mercado, Contracts Management Supervisor, by telephone at (602) 364-0947 or via email at JMercado@azdes.gov or email the DES/DDD Contract Manager's email box DDDContractsManager@azdes.gov.

Thank you for the valuable services you provide to Division Members.

Sincerely,

Tracey Thomas
Contract Administrator
Division of Developmental Disabilities

Cc: Contract File

Enclosure / Attachments:

RFQVA #DDD710000 Amendment #5 – Amendment Document
RFQVA #DDD710000 Amendment #5 – Instructions
Revised Service Specification for Habilitation, Vendor Supported Developmental Home (Child and Adult)
Revised Section 9 Attachment F - Developmental Home Third Party Agreement

	CONTRACT AMENDMENT RFQVA No.: DDD-710000	ARIZONA DEPARTMENT OF ECONOMIC SECURITY 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 364-0945
	Contract No: 05785 Amendment No: 5	Procurement Specialist: **Jose Mercado**

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #5

EFFECTIVE September 1, 2018, THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

1. **Section 7 – Service Specifications**:
   a) Section 7 is revised to add the service titled "**Habilitation, Vendor Supported Developmental Homes (Child and Adult)**" which is hereby revised and replaced

2. **Section 9 F – Developmental Home Third Party Agreement**:
   a) Section 9F revised to add the Attachment titled "**Developmental Home Third Party Agreement**" which is hereby revised and replaced.

3. ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE DATE Tim R. Humphrey, Chairman Print Name and Title	SIGNATURE DATE Tracey Thomas Contract Administrator Division of Developmental Disabilities Arizona Department of Economic Security

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

RFQVA # DDD 710000 Amendment #5

INSTRUCTIONS

The Division of Developmental Disabilities has amended RFQVA # DDD 710000. To maintain a Qualified Vendor Agreement (QVA) with the Division, each Qualified Vendor must amend its Qualified Vendor Agreement.

To amend the Qualified Vendor Agreement, the Division requires the Qualified Vendor to submit the signed **RFQVA Amendment #5** document(s) to the Division's Contracts Management Unit no later than **Monday, August 27, 2018, 5:00 p.m. M.S.T.**

Additionally, if the Qualified Vendor contracts for the service "**Habilitation, Vendor Supported Developmental Home (Child and Adult)**" and **has active** Adult Developmental Home (ADH) or Child Developmental Home (CDH) service providers, the Division requires the Qualified Vendor to enter into a new subcontract with each of their ADH\CDH service providers. The new Attachment-F subcontract document has incorporated the changes made by issuance of Amendment #5. Acknowledgment of the changes implemented will be done through the completion and submittal of a new **Developmental Home Third Party Agreement** (Section 9 – Attachment F) for each ADH/CDH service provider currently registered in the Quick Connect system. The Division will also be verifying that each ADH/CDH service provider is listed in the "**Administrative & Service Sites**" section of the QVA effective the date of Amendment #5 before processing the amendment.

In order to ensure continued service delivery, the Division is requesting receipt of these documents no later than Monday, August 27, 2018, 5:00 p.m. M.S.T.

In the event a Qualified Vendor fails to have an approved Amendment in place by August 31, 2018, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

The steps for completing the documents associated with Amendment # 5 is outlined below:

1. **RFQVA Amendment #5 Document** (one-page document):

   a) An authorized QVA contract signatory, as identified in Section - 2 Vendor Contact Information of the QVA, completes the bottom, left section of the Amendment document under, **"CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT":**

   - Authorized signatory signs above the word "SIGNATURE"
   - Print the name and the title of the authorized signatory below the word "SIGNATURE"

   b) Leave the signatory line in bottom right corner blank, this section is for the Contract Administrator's signature only and will be signed when the amendment is approved.

Please note failure to complete this page correctly will cause the Division to return the Amendment #5 to the QVA for correction and resubmittal which will delay the processing of your amendment.

If you do not have the service "Habilitation, Vendor Supported Developmental Home (Child and Adult)" in your Qualified Vendor Agreement, **skip to number 3**, Submittal of Amendment documents.

2. **Developmental Home Third Party Agreement** (Section 9 Attachment F):

Only required if you have the service **"Habilitation, Vendor Supported Developmental Home (Child and Adult)"** in your Qualified Vendor Agreement and subcontract(s) with ADH/CDH service providers.

For each ADH/CDH service provider a newly signed first page of the Developmental Home Third Party Agreement is required. This document must be the version included in this amendment packet identified by the effective date of "09-01-18" in the lower right-hand corner of each page of the agreement.

a) Enter the following information in the **first section** on the first page of the Developmental Home Third Party Agreement:

   1.) **Qualified Vendor Name** = Enter the name of the Qualified Vender Agency

2.) **FEI Number** = Enter the Federal Employer Identification Number (FEIN) of the Agency. Must match the FEIN of the Qualified Vendor Agreement.

3.) **Site Code =** Leave blank

4.) **Developmental Home Provider Name** = Enter the name(s) of the ADH \ CDH service provider. The name of the parties must match the name(s) listed on the Developmental Home License.

5.) **SSN or FEI =** Enter the Social Security number or other Federal Tax Identification Number of the ADH/CDH Developmental Service Provider.

b) Enter the following information in the **second section** on the first page of the Developmental Home Third Party Agreement:

1.) **Signature of Developmental Home Provider Signatory** = The ADH/CDH Provider must enter their signature as the primary signatory for the subcontract. If there are two parties on the developmental home license, then each signatory must enter their own signature in separate fields. Do not enter two signatures in one set of blocks, use one block for reach signature.

2.) **Signature of Developmental Home Provider Secondary** = If there are two parties on the developmental home license and since both parties must enter into the agreement, then this field is to be used by the second, or secondary signatory for the service provider. Otherwise, if there is only one party, this field can remain blank or be completed as "Not Applicable".

3.) **Date** = For each of the above signatures, enter the date the ADH/CDH provider signed the Developmental Home Third Party Agreement document. Dates entered cannot be before August 13, 2018.

4.) **Signature of Qualified Vendor** = This field must be signed by an authorized signatory for the Qualified Vendor Agreement as identified in Section-2 Vendor Contact Information section of the QVA.

5.) **Date** = Enter the date the authorized contract signatory signed the Developmental Home Third Party Agreement document.

While the complete Developmental Home Third Party Agreement is a nine (9) page document, the Division is only requiring the original signature page, or first page to be returned as proof of the subcontract\agreement. This document must be the version included in this amendment packet identified by the effective date of "09-01-18" in the lower right-hand corner of each page of the agreement.

3. Submittal of Amendment documents:

Return the signed Amendment #5 documents (Amendment #5 document and, only if applicable, the 1st page of the Developmental Home Third Party Agreement

subcontract document with QVA and ADH/CDH signatures) in one of the following methods:

a) **In-person or by courier** (must request and receive a receipt) to:

Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
1789 W. Jefferson, 1st floor, East
Phoenix, AZ 85007

b) **By mail to:**

Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
P.O. Box 6123, Mail Drop 2HC3 Phoenix, AZ 85005-6123

Please request a signed receipt for any documents that are hand delivered. Scanned, fax or emailed documents will not be accepted.

HABILITATION, VENDOR SUPPORTED DEVELOPMENTAL HOME (CHILD AND ADULT)

Service Description **HP16-00**

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

This service provides for the recruitment of developmental home providers; home studies; technical assistance, monitoring, support, and oversight of developmental home providers; and recommendation of licensing/re-licensing and/or certification of child and adult developmental home providers or child developmental certified home. For the purposes of this service specification developmental home provider includes both licensed developmental home providers or child developmental certified homes.

Service Requirements and Limitations

1. This service shall be provided to a Division member who resides in a licensed developmental home (child or adult) that is operated by a subcontractor to the Qualified Vendor.

   1.1 An owner or primary interest in a Qualified Vendor Agency may only act as a licensed Developmental Home Provider pursuant to a subcontract with another qualified vendor.

   1.2 A Qualified Vendor may not delegate, assign, or subcontract the following services: recruitment of developmental home providers; home studies; technical assistance, monitoring, support, and oversight of developmental home providers; and recommendation of licensing/re-licensing and/or certification of child and adult developmental homes unless the Division has provided its written consent to such delegation, assignment, or subcontract.

   1.3 The Qualified Vendor may not enter into agreements with family members of the owner or primary interest or any employee of the Qualified Vendor (or of the principals or employees of the Qualified Vendor, if the Qualified Vendor is a corporation or other entity) for the provision of Developmental Home services. For purposes of this section, "family members" means any relative as defined in the Division's Operations Policy Manual, Policy 3001 - Family Members as Paid Providers, regardless of whether the manual would permit those family members to be paid providers. If the Qualified Vendor has entered into such an agreement prior to September 1, 2014, the Qualified Vendor may continue to perform that agreement during the term of this Qualified Vendor Agreement notwithstanding the prior sentence.

1.4 The Qualified Vendor may not enter into an agreement with an applicant for Developmental Home services if the applicant is employed or subcontracted by the Qualified Vendor, contracts (for other Division services) with the Qualified Vendor or is the guardian of a member who will be receiving Developmental Home services in the applicant's home. If prior to September 1, 2014, the Qualified Vendor has entered into such an agreement, the Qualified Vendor may continue to perform that agreement during the term of this Qualified Vendor Agreement notwithstanding the prior sentence.

1.5 This relationship shall be documented in accordance with Division requirements (see Developmental Home Third Party Agreement in Section 9, Attachment F, of the Qualified Vendor Agreement).

2. This service shall not be provided when the member is hospitalized.

3. The Qualified Vendor shall ensure that the member who is authorized for this service receives services twenty-four (24) hours each day, including those times when the Developmental Home Provider is being relieved by the Qualified Vendor.

4. The Qualified Vendor is not relieved of its obligation to continue to serve a member if the needs of that member change and a reasonable accommodation can be identified by the planning team for the current home and coordinated by the Qualified Vendor (e.g., staff training, durable medical equipment).

   4.1 When the member's needs change, the Qualified Vendor shall send written notice to the member's Support Coordinator within one (1) business day of the occurrence of any change. The Qualified Vendor shall initiate a cooperative planning process with the planning team to update and revise the member's planning document.

5. This service is authorized for the day. A day begins at 12:00 a.m. (midnight) and ends at 11:59 p.m. on the same calendar day.

6. The Qualified Vendor shall ensure that licensing worker(s) and supervisor(s) of the Qualified Vendor shall be trained and able to perform their duties as outlined in the Developmental Home Services policy located in the Division's Provider Manual, including recommendations for initial licensing, renewal of licensing, monitoring, and administration of developmental homes or certified foster homes.

7. Licensing worker(s) and supervisor(s) shall have the minimum education and experience as listed in the Developmental Home Services policy located in the Division's Provider Manual.

8. Licensing workers may not be responsible for more than twenty (20) licensed homes for training, technical assistance, and monitoring.

9. The Qualified Vendor providing this service shall have applied for and been awarded the service of Room and Board, Vendor Supported Developmental Home (Child and Adult), and shall at all relevant times be providing the service of Room and Board, Vendor Supported Developmental Home.

10. The Qualified Vendor shall ensure that its developmental homes are licensed.

11. Licensing worker(s) and supervisor(s) of the Qualified Vendor shall be familiar with applicable laws and rules as required by the Developmental Home Services policy located in the Division's Provider Manual.

12. Transportation to employment, day treatment and training, medical appointments, visits with family and friends, when necessary school, and other community activities. shall be the responsibility of the Developmental Home Provider. Other reasonable transportation within the community is also the responsibility of the Developmental Home Provider, including fees associated with the transportation.

13. The Qualified Vendor is responsible for ensuring the Developmental Home provides the required Transportation.

Service Goals and Objectives

Service Goals

The Qualified Vendor shall ensure that the Developmental Home Provider(s):

1. Provide a broad array of support services to promote the physical, emotional, and mental well-being of the member, in a family home setting.

2. Assist the member to develop knowledge and skills in order to be as a member of his/her community based on his/her own choices.

3. Provide training and supervision for the member to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.

4. Assist the member to develop positive relationships.

5. Provide opportunities for the member to interact socially with the Developmental Home Provider, their own family, friends, and the community, including providing information regarding and facilitating access to community resources.

6. Assist the member in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. In accordance with the member's planning document, develop:

   1.1 Habilitation-related outcomes for the member based on assessment data and input from the member and the member's planning team which will allow the member to achieve his/her long-term vision for the future and priorities.

   1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiation of service for a new or a continuing placement and whenever a new outcome is identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.

   1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based on the presence or absence of measurable progress by the member.

2. As identified in the member's planning document, ensures the Developmental Home Provider provides a broad array of support services such as:

   2.1 Assistance and training related to personal and physical needs and routine daily living skills;

   2.2 Implementing strategies to address behavioral concerns about the member, assist in developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;

   2.3 Ensuring that the health needs of the member are being met,. including providing follow-up as requested by the member's Primary Care Provider ("PCP") or medical specialist;

   2.4 Implementing all therapeutic recommendations for the member including speech, occupational, and physical therapy and assisting members in following special diets,

exercise routines, or other therapeutic programs recommended by licensed professional;

2.5 Mobility training, alternative, or adaptive communication training, as needed;

2.6 Providing appropriate support and supervision to meet the member's individualized needs;

2.7 Opportunities for training and/or practice for the member in basic life skills such as shopping, banking, money management, access and use of community resources, and safe community engagement skills.

2.8 Assist the member in developing, maintaining, or enhancing independent functioning skills in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self- medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.

2.9 Assist the member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem-solving abilities for use in daily interactions.

2.10 Provide or arrange for transportation to support the member in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities. Promote, as appropriate, the member's acquisition of skills necessary to access community transportation resources.

2.11 Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools, are coordinated to meet the needs of the member(s) served.

3. The Qualified Vendor shall:

3.1 Establish, support, and maintain developmental homes to meet the needs of individuals with developmental disabilities.

3.2 Assist the member's planning team in assessing the referred member for appropriate match with the Developmental Home Provider and participate as a team member in the development of the planning document.

3.3 Provide monthly in person consultation and supports to the Developmental Home Provider to support the needs of the individual placement; this may include but not be limited to programmatic support, and monthly developmental home provider support groups. Work cooperatively with all entities for continuity of services for the member.

All direct service providers must meet Arizona Health Care Cost Containment System ("AHCCCS") registration/Department certification requirements.

3.4 Ensure there is a plan for respite for the Developmental Home Provider. The respite provider shall comply with the requirements of Arizona Administrative Code (A.A.C.) Title 6 Economic Security, Chapter 6 Department of Economic Security - Developmental Disabilities, Article 15. Standards for Certification of Home and Community-Based Service (HCBS) Providers.

4. Develop and implement strategies for recruitment, training, home studies, recommendation for licensing, re-licensing of homes and methods for monitoring and retention of homes that protect the physical, emotional, social and mental well- being of the member.

5. Provide or arrange for training to Developmental Home Providers as approved by the Division and as outlined in the Developmental Home Services policy located in the Division's Provider Manual.

   5.1 In addition to the above, for Child Developmental Homes, the training curriculum shall meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure. The child welfare training must be delivered by an individual certified by the ADCS to provide this training.

6. Conduct new placement visits, home visits, annual renewal visit and document in Quick Connect as required in the Developmental Home Services policy located in the Division's Provider Manual.

Service Utilization Information

1. The Qualified Vendor shall monitor each developmental home for compliance with all licensing and other legal requirements as listed in the Developmental Home Services policy located in the Division's Provider Manual.

2. The Qualified Vendor shall assess the need for support to each developmental home based on the collective needs of the members living in the home.

   2.1 The Qualified Vendor shall provide the support services necessary to maintain the continuity of the living arrangement.

3. The Qualified Vendor shall notify the Division of any and all hospitalizations within twenty-four (24) hours of admission, including admission to a behavioral health facility.

Rate Basis

1. Published. The published rate is based on one (1) day of service time.

2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, RateBook, and/or other provider resources made available by the Division.

Direct Service Staff (Developmental Home Provider) and Agency Qualifications

1. Direct Service Staff (Developmental Home Provider) shall meet the following requirements:

   1.1 In addition to meeting the requirements of licensure, all direct service staff (Developmental Home Provider(s)) must meet all of the qualifications, training, and responsibilities required by law including those specified in A.A.C. R6-6-1001 and R6-6-1005 for child developmental homes and R6-6-1101 and R6-6-1105 for adult developmental homes and as listed in the Developmental Home Services policy located in the Division's Provider Manual.

2. The Qualified Vendor shall meet the following requirements:

   2.1 All requirements as listed in the Developmental Home Services policy located in the Division's Provider Manual.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the member's planning document on file, including the Risk Assessment; ensure that the licensed developmental home has a copy on file; and make the document available to the member/ member's representative and/or Division upon request.

2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new placement and whenever a new outcome has been identified for the member.

3. The Qualified Vendor shall ensure that its subcontracted Developmental Home Providers submit quarterly individualized progress reports on each member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer

to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

4. The Qualified Vendor shall provide results of all health care appointments and results to the member's representative as needed, no less than quarterly.

5. The Qualified Vendor shall that ensure that a log of personal belongings of the member served is maintained and continually updated, and available to the Division, the member, and the member's representative upon request.

6. The Qualified Vendor shall submit to the member's representative a monthly accounting of expenditures per the member's individual spending plan.

7. The Qualified Vendor shall maintain a ledger and documentation (e.g., receipts) that accounts for the expenditures of all member funds used and submit a monthly accounting of expenditures to the member's representative payee.

8. The Qualified Vendor shall submit to the Division no later than the last day of the month a monthly census of each developmental home it oversees. The census shall be submitted as outlined in the Developmental Home Services policy located in the Division's Provider Manual.

9. The Qualified Vendor shall notify the member's Support Coordinator within forty-eight (48) hours of a member moving to another location.

10. The Qualified Vendor shall maintain and store all licensing documents. The licensing file will include training certificates, DES forms and documentation to verify licensing compliance as listed in the Developmental Home Services policy located in the Division's Provider Manual. The licensing file shall be made available to the Division upon request.

11. The Qualified Vendor shall maintain copies of all home inspections, monitoring reports, and corrective actions and make them available to the Division upon request.

12. The Qualified Vendor shall maintain records that identify all developmental home providers who have ended their relationship with the Qualified Vendor and whether there were outstanding corrective actions in place or any other ongoing care concern related to the subcontractor.

13. The Qualified Vendor shall maintain records that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

SECTION 9
ATTACHMENT F
DEVELOPMENTAL HOME THIRD PARTY AGREEMENT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
DIVISION OF DEVELOPMENTAL DISABILITES

DEVELOPMENTAL HOME THIRD PARTY AGREEMENT

I. **This Agreement is between the Arizona Department of Economic Security (the "Department" or "DES"), Division of Developmental Disabilities (the "Division" or "DDD"), the Qualified Vendor, and the licensed Developmental Home Provider(s). This Agreement is effective the last date of signature and shall terminate upon termination of the Qualified Vendor Agreement, as amended by mutual agreement of all parties, or on termination of the Developmental Home Provider License. This Agreement applies to Habilitation, Vendor Supported Developmental Home (Child and Adult) and Room and Board, Vendor Supported Developmental Home (Child and Adult). This Agreement when executed provides the basis for Provider Indemnity Program ("PIP") coverage pursuant to Arizona Revised Statutes ("A.R.S.") § 41-621(B).** ***See page 9 of this agreement for more information on PIP.***

Qualified Vendor Name	FEI Number	Site Code
Developmental Home Provider Name[1]	SSN or FEI	

[1]The Developmental Home Provider Name must match the name listed on the Developmental Home License issued by the Division's Office of Licensing, Certification, and Regulation ("OLCR")

Signatures to Agreement:

Signature of Developmental Home Provider Signatory	Date
Signature of Developmental Home Provider Secondary	Date
Signature of Qualified Vendor	Date
Signature for The Division of Developmental Disabilities	Date

II. The Qualified Vendor for Vendor Supported Developmental Home (Child and Adult) Services shall:

A. Enter into a subcontract with the Developmental Home Provider for the provision of Developmental Homes services under the Qualified Vendor Agreement. The subcontract shall incorporate by reference the Qualified Vendor Agreement. The Qualified Vendor shall provide copies of the subcontract relating to the provision of Developmental Homes service(s) to the Division upon request. The Qualified Vendor shall be legally responsible for Agreement performance. The subcontract may not operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by the Developmental Home Provider conform to the requirements of the Qualified Vendor Agreement.

B. Share all known unprivileged information about each member with the Developmental Home Providers.

C. Provide the Developmental Home Providers, at the time of each member's placement or within five (5) working days, the member's placement packet which includes written planning documents [e.g., Individual Support Plan ("ISP")], Behavior Plans, and other pertinent information such as confidential information on health, education, and social aspects of the member.

D. Assist in developing a planning document for each member with the involvement of the Developmental Home Provider(s).

E. Assess progress toward achievement of the member's planning document outcomes with participation of the Developmental Home Providers(s).

F. Arrange or facilitate access to services to meet each member's needs.

G. Advise and assist each member and other people important to the member to understand the nature of a developmental home placement.

H. Facilitate and assist each member in maintaining relationships with the member's family and other people important to the member.

I. Work with the Developmental Home Provider's schedule to facilitate visitation with each member's family and other people important to the member.

J. Work with the Developmental Home Provider(s) toward meeting the needs of each member.

K. Be available to provide assistance in emergencies for the member.

L. Provide monthly in person consultation and supports to the developmental home provider to support the needs of the individual placement; this may include but not be limited to programmatic support, and monthly developmental home provider support groups. Work cooperatively with all entities for continuity of services for the member. All direct service providers must meet Arizona Health Care Cost Containment System ("AHCCCS") registration/Department certification requirements.

M. Work cooperatively with all entities for continuity of services for the member(s).

N. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the member(s) served.

O. Develop and implement strategies for recruitment, training, home studies and recommendation for licensing or certification, and re-licensing or re-certification of homes, and methods for monitoring and retention of homes that protect the physical, emotional, and mental well-being of the member(s).

P. As needed, participate and cooperate with the Developmental Home Provider(s) and the Department for the development and implementation of Corrective Action Plans.

Q. Provide or arrange for training to developmental home providers as approved by the Division and as outlined in the Provider Manual. In addition to the above, for Child Developmental Homes, the training curriculum shall meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure. The child welfare training must be delivered by an individual certified by the ADCS to provide this training.

R. Establish, support, and maintain licensed/certified developmental homes to meet the needs of member(s).

S. Conduct new placement visits, home visits, annual renewal visit and document in Quick Connect as listed in the Developmental Home Services policy located in the Provider Manual.

T. Assist the member's planning team in assessing the referred member for an appropriate match with the licensed developmental home and participate in the development of the planning document.

U. Facilitate the completion of this Agreement.

V. Ensure that each developmental home site is documented in Section 5 – Administrative & Service Sites section of the Division's Qualified Vendor Contract System ("QVC"). Each physical location shall be documented and updated as necessary to ensure the information is current and accurate.

W. Not release a Developmental Home Provider to another Qualified Vendor if the home is under a Corrective Action Plan unless all parties (the Developmental Home Provider, both Qualified Vendors, and the Department) agree in a signed and dated written document.

X. Cooperate with other Qualified Vendors in transferring the Developmental Home Provider's license by sharing licensing information with the new vendor and releasing licensing records (with appropriate consent from the Developmental Home Provider) to the new vendor.

Y. The Qualified Vendor cannot develop any other requirements or conditions for the Developmental Home Provider beyond the requirements listed in the subcontract agreement.

III. The Developmental Home Provider(s) shall:

A. Assist the member(s) in developing knowledge and skills to be a member of his/her community based on his/her own choices.

B. Provide training and supervision for the member(s) to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.

C. Assist the member in developing positive relationships.

D. Provide opportunities for member(s) to interact socially with the developmental home provider, their own family, friends, and the community, including providing information regarding and facilitating access to community resources.

E. Assist the member(s) in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.

F. As identified in the member's planning document, ensure the Development Home Provider provide a broad array of support services such as:

1. Assistance and training related to personal and physical needs and routine daily living skills;

2. Implementing strategies to address behavioral concerns about the member, assist the Planning Team in developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;

3. Ensuring that the health needs of the member are being met, including providing follow-up as requested by the member's Primary Care Provider ("PCP") or medical specialist;

4. Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting members in following special diets, exercise routines, or other therapeutic programs recommended by a licensed professional;

5. Mobility training, alternative, or adaptive communication training;

6. Providing appropriate support and supervision to meet the member's individual needs;

7. Opportunities for training and/or practice for the member in basic life skills such as shopping, banking, money management, access and use of community resources, and community engagement survival skills.

8. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools, are coordinated to meet the needs of the member(s) served.

G. Assist the member in developing, maintaining, or enhancing independent functioning skills in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self- medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.

H. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem-solving abilities for use in daily interactions.

I. Provide or arrange for transportation to support the member in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities. Promote, as appropriate, the member's acquisition of skills necessary to access community transportation resources.

J. Provide room and board.

K. As needed, the Developmental Home Provider will participate and cooperate with the Qualified Vendor and the Department for in the development and implementation of Corrective Action Plans.

L. Ensure that the Developmental Home Provider(s) job, profession, or other obligations do not conflict with or limit appropriate supervision of the member. The Developmental Home Provider is responsible for the member on a 24 hour a day, 7 day a week, 365 day a year basis (allowing for school, day programs, and respite).

IV. Division of Developmental Disabilities Qualified Vendor Supported Developmental Home (Child and Adult) Terms and Conditions

A. **Compliance With Applicable Laws.** The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Developmental Home Provider shall maintain all applicable licensing, certification and permit requirements.

1. In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all members who receive Agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

2. Nothing in this Agreement shall be construed as a waiver of a Native American tribe's sovereign immunity. Nothing shall be construed as a Native American tribe's consent to be sued or as consent by a Native American tribe to jurisdiction of any State Court.

3. The Developmental Home Provider shall comply with the requirements related to reporting to a peace officer or consumer protective services incidents of crimes against children or vulnerable adults as specified in A.R.S. §§ 13-3620, 46-454, and 46-457.

4. The Developmental Home Provider shall comply with Public Law ("P.L.") 101-121, Section 319 [21 United States Code ("U.S.C.") section 1352] (as may be amended) and 29 Code of Federal Regulations ("C.F.R.") Part 93 (as may be amended) which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Developmental Home Provider shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Native American tribes, tribal organizations, and any other Native American organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

5. The Developmental Home Provider shall only provide services that are specified on the license issued by the "Division" or the Arizona Department of Child Safety (ADCS). This includes the type of service or program, and the number, gender, and ages of members the Developmental Home Provider(s) may receive for care.

6. The Developmental Home Provider shall not accept referrals or provide Developmental Home services until the Developmental Home Provider has first obtained all required licenses, permits certifications, and an Agreement is signed by the Department approving the Developmental Home Provider to accept referrals or provide Developmental Home service.

7. The Developmental Home Provider shall take proper safety and health precautions to protect the member(s), the public and the property of the Developmental Home Provider.

B. **Fingerprinting.** The provisions of the Arizona Administrative Code, Title 6, Chapter 6, Articles 10, 11 and 15, are incorporated into this Agreement in their entirety.

C. **Central Registry.** The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement. The term "juvenile" in A.R.S. § 8-804 shall also mean "vulnerable adult" as defined in A.R.S. § 13-3623 (as may be amended).

D. **Insurance.** The Developmental Home Provider is insured pursuant to A.R.S. §§ 41-621 and 35-154 *et seq.* and this signed Agreement.

E. **Non-Discrimination.** The Developmental Home Provider shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the American's with Disabilities Act. The Developmental Home Provider shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Developmental Home Provider shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

F. **Records.** Under A.R.S. §§ 35-214 and 35-215, the Developmental Home Provider shall retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement or if subject to Health Insurance Portability & Accountability Act ("HIPAA"), which requires a period of six (6) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Developmental Home Provider shall produce a legible copy of any or all such records.

G. **Third Party Antitrust Violations.** The Developmental Home Provider assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern material or services supplied by third parties to the Developmental Home Provider, toward fulfillment of this Agreement.

H. **Code of Conduct.** The Developmental Home Provider shall:

1. Represent themselves, their credentials, and their relationships accurately to members and others in the community;

2. Participate as appropriate in the planning process, including the implementation of plan objectives;

3. Maintain member privacy and confidential information in conformity with Federal and State law, rule and policy;

4. Ensure that all individuals who participate in this Agreement have been trained and have affirmed their understanding of Federal and State law, rule and policy regarding confidential information;

5. Ensure that members receiving service are safely supervised and accounted for;

6. Act in a professional manner, honor commitments, and treat members and families with dignity and respect;

7. Display a positive attitude;

8. Have absolute zero tolerance for the following: sexual activity with members and family members; employ authority or influence with member and families for the benefit of a third party; exploit the member's trust in the Developmental Home Provider; or accept any commission, rebates, or any other form of remuneration except for payments by the Qualified Vendor.

I. **Advising or Advocating on Behalf of a Member**. The Developmental Home Provider shall comply with the requirements under 42 C.F.R. § 438.102 and the agreement between the Division and the Arizona Health Care Cost Containment System Administration ("AHCCCS"). The Division may not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising, or advocating on behalf of a member who is authorized to receive services from the provider for the following:

1. The member's health status, medical care, or treatment options including any alternative treatment that may be self-administered.

2. Any information the member needs in order to decide among all relevant treatment options.

3. The risks, benefits, and consequences of treatment or no treatment.

4. 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.

J. **Address Confidentiality Program**. The Developmental Home Provider shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.* The Department will advise the Qualified Vendor as to applicable policies and procedures the Department has adopted for such compliance.

K. **Limited English Proficiency.** The Developmental Home Provider shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency (LEP), DES 1-01-34 and any subsequent revisions.

L. **Warranty of Services.** The Qualified Vendor and the Developmental Home Provider, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Agreement.

M. **Certification of Truthfulness of Representation.** By signing this Agreement, the Qualified Vendor and the Developmental Home Operator certifies the following:

1. That all representations set forth herein are true to the best of its knowledge; and

2. That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Agreement.

END OF AGREEMENT

Provider Indemnity Program

The Provider Indemnity Program, better known as PIP, is an insurance program developed by the State which provides liability coverage for individual providers while caring for a State client, and acts of clients that result in damage to their property or to third parties. There is no charge to the individual provider for this coverage because PIP is funded by the State of Arizona. While PIP is not designed to meet all of the insurance needs an individual provider may require, PIP can respond to certain losses when an individual provider has been found negligent while providing necessary care to a client as part of the services which are required under the four covered programs.

Each individual provider should check with his/her insurance agent to make sure that all other insurance needs are covered. Information regarding PIP may be found at:

https://staterisk.az.gov/insurance/provider-indemnity-program

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Henry Darwin
Interim Director

Sent via U.S. Postal Service

September 18, 2017

Gila Employment and Special Training
Attn: Tommie C. Martin
5515 South Apache Ave. Suite 200
Globe, AZ 85501

Re: Qualified Vendor Agreement No. # 05785, Amendment 4

Dear Tommie C. Martin,

The Division is amending your Qualified Vendor Agreement # 05785 (Contract) you have with the Arizona Department of Economic Security / Division of Developmental Disabilities (Division) set to expire on December 31, 2017. Included with this letter are instructions for RFQVA #DDD710000 Amendment #4.

Please read the instructions and amendment in their entirety to prevent interruption in the service delivery under this contract with the Division. In the event you fail to have an approved Amendment by September 29, 2017, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

In Accordance with A.R.S. § 36-557.K, rates for the services purchased through this RFQVA will be included in the upcoming rate book publication in the next few weeks, which will be available on the Division's website.

If you have any questions, please do not hesitate to contact Jose Mercado, Contracts Management Supervisor, by telephone at (602) 364-0947 or via email at JMercado@azdes.gov or email the DES/DDD Contract Managers email box DDDContractsManager@azdes.gov.

Thank you for the valuable services you provide to Division Members.

Sincerely,

Cecilia Robles
Deputy Business Operations Administrator
Division of Developmental Disabilities

Cc: Contract File

Enclosure

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

RFQVA # DDD 710000 Amendment #4

INSTRUCTIONS

The Division of Developmental Disabilities has amended RFQVA # DDD 710000. To maintain a Qualified Vendor Agreement (QVA) with the Division, each Qualified Vendor must amend its Qualified Vendor Agreement.

In order to amend the Qualified Vendor Agreement, the Division requires the Qualified Vendor to submit the signed **RFQVA Amendment #4** document to the Division's Contracts Management Unit no later than September 29, 2017, for signature by the Contract Administrator.

In order to ensure continued service delivery, the Division is requesting receipt of the documents no later than 5:00 p.m. M.S.T. on **September 25, 2017**. In the event a Qualified Vendor fails to have an approved Amendment by **September 29, 2017**, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

The process for completing the document associated with **Amendment # 4** is identified below:

1. RFQVA **Amendment #4**:
   a) The **Authorized Contract Signatory** completes the left column of the Amendment, **leave the right column blank**, this will be completed by the Division Contract Administrator.
   b) **Authorized Contract Signatory** enters their signature and date in the designated field of the "Acknowledgement of the RFQVA Amendment".
   c) Print the name and the title of **authorized contract signatory** signing the Amendment.
2. Return the **Amendment#4** document listed above as follow:
   a) **In-person or by courier** (must request and receive a receipt) to:

Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
1789 W. Jefferson, 1st floor, East
Phoenix, AZ 85007

b) **By mail to**:

Arizona Department of Economic Security Division
of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
P.O. Box 6123, Mail Drop 2HC3
Phoenix, AZ 85005-6123

Please request a signed receipt for any documents that are hand delivered. Scanned, fax or emailed documents will not be accepted.

	CONTRACT AMENDMENT RFQVA No.: DDD-710000	ARIZONA DEPARTMENT OF ECONOMIC SECURITY 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456
	Contract No: 05785 Amendment No: 4	Procurement Specialist: Jose Mercado

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #4

THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

1. Section 7 – Service Specifications
   a. Section 7 revised to add the service titled "Habilitation Consultation" which is hereby revised and replaced

2. In Accordance with A.R.S. § 36-557.K, rates for the services purchased through this RFQVA will be included in the upcoming rate book publication in the next few weeks, which will be available on the Division's website. (See Attached)

ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE DATE Tommie C. Martin Chairman, Gila County Board of Supervisors Print Name and Title	SIGNATURE DATE CECILIA ROBLES Deputy Business Operations Administrator Division of Developmental Disabilities Arizona Department of Economic Security

HABILITATION CONSULTATION

Service Description HP0031

Habilitation Consultation is a focused, consultative service that is intended to complete an assessment and develop an intervention plan. The plan identifies strategies to strengthen the skills of the member and his/her family/caregivers. This service assists a member to remain in his/her home or the home of their family/caregivers and to participate in community activities by providing a variety of behavioral interventions.

Service Requirements and Limitations

1. This service may be provided in thefollowing settings:

   1.1 The member's own home or family home, or

   1.2 A grouphome, or

   1.3 A state-supportedor a vendor-supported developmental home(childoradult), or

   1.4 A community setting chosen by the member and his/her Planning Team, or

   1.5 An Intermediate Care Facility, or

   1.6 A SkilledNursing Facility.

2. This service may be provided for observation and assessment purposes only in:

   2.1 The member's school, during school provided transportation to and from school, and the hospital.

3. This service shall not be provided when the member is hospitalized for acute medical needs.

4. The plan for this service mustinclude:

   4.1 Respect forthe member's preferences, favorite activities, and his/her lifestyle choices, etc.;

   4.2 The developmentofuseful techniques and facilitatingthe useofthese techniques by caregivers forthe member's benefit; and

   4.3 The development and facilitation of techniques, as appropriate, for increasing the member's social skills and ability to interact with others.

5. The Qualified Vendor shall ensure that the consultant staff is fully able to complete an assessment, implement the applicable intervention plan for the member and follow the protocols for managing and reporting incidents to the Division.

Service Goals and Objectives

Service Goals:

1. To provide an improved quality of life for the member by assisting the member in his/her environment by the teaching of alternative methods of responding to stressors and other sources of challenging behavior.

2. To develop and maintain the member's self-help, socialization and adaptive skills.

3. To assist planning teams and family members/caregivers in managing the member's challenging behaviors through thorough understanding of the purpose and function of a behavior.

4. To develop an intervention plan for the member derived from the assessment.

5. To facilitate implementation of the intervention plan strategies for the member.

Service Objectives:

The Qualified Vendor shall ensure that the following objectives are met:

1. Conduct an assessment of the member's challenging behavior or area of skill deficit.

2. Develop with the planning team and family members/caregivers an intervention plan.

3. Model the implementation of the intervention plan for the member, family members/ caregivers, and/or service providers, including the teaching of alternative or replacement behavior.

4. Train the member, family members/caregivers, and/or service providers in the implementation of the intervention plan and monitor their usage of the plan. The intervention plan should include specific activities for the family or other caregivers to use between visits by the consultant. The intervention plan should be written in language understandable to the family and or caregivers.

5. Assist the planning team in acquiring the needed approvals of the intervention plan by the applicable Human Rights Committee and Program Review Committee pursuant to the Division's administrative rules [Arizona Administrative Code ("A.A.C.") R6-6-903 and subsequent amendments] and Division policy, including any subsequent revisions.

6. Review data with the planning team and other people important to the member as to the success of the intervention plan.

7. Provide follow-up consultation to ensure proper implementation of the intervention plan and revise the plan as needed.

Service Utilization Information

1. The assessment shall be conducted by a licensed Psychologist, a licensed Behavior Analyst, or a Board Certified Behavior Analyst ("BCBA") under the supervision of a licensed Behavior Analyst.

2. The development of the intervention plan shall be conducted by a licensed psychologist, a licensed Behavior Analyst, or a BCBA under the supervision of a licensed Behavior Analyst.

   2.1 All interventions shall be developed using evidence based practice(s).

   2.2 All interventions shall respect the rights and dignity of the member and his/her family members/caregivers.

   2.3 All interventions shall be based as much as possible on positive behavior supports and the member's ability to self-manage when supported.

3. The training of the member, family members/caregivers, and/or direct service staff in the implementation of the intervention plan, monitoring their usage of the plan, and revision of the plan shall be conducted by a licensed Psychologist, a licensed Behavior Analyst, a BCBA under the supervision of a licensed Behavior Analyst, or a Bachelor's-Level Service Provider (Assistant).

4. All services shall be delivered in strict compliance with the provisions of Title 6, Chapter 6, Article 9 pertaining to "Managing Inappropriate Behaviors" of the A.A.C. and Chapter 1600 of the Division's Policies and Procedures Manual, including subsequent amendments/revisions.

Rate Basis

1. The published rate(s) for this service is available on the Division's website in the Rate Book.

2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, published Rate Book, and/or other provider resources made available by the Division.

Consultant Staff Qualifications

1. If a Doctoral-level service provider, have at a minimum:

   1.1 A current license to practice psychology in the state of Arizona issued by the Arizona Board of Psychologist Examiners and meet all requirements set forth in Arizona Revised Statutes ("A.R.S."), Title 32, Chapter 19.1 et seq., as amended; or

   1.2 A current license as a Behavior Analyst from the Arizona Board of Psychologist Examiners.

2. If a Master's-level service provider, have at a minimum:

   2.1 A current license as a Behavior Analyst from the Arizona Board of Psychologist Examiners; or

   2.2 If unlicensed, must receive supervision from a Behavior Analyst who is licensed by the Arizona Board of Psychologist Examiners, as outlined by A.R.S. 32- 2091, and have:

      2.2.1 A Master's degree in behavior analysis, psychology, special education, or a related field, and

      2.2.2 Fifteen (15) hours of graduate level coursework in behavior analysis, and

      2.2.3 Six (6) months of full-time, supervised experience (internship/practicum) in behavior analysis under the supervision [minimum equivalent one (1) hour per week] of a board certified behavior analyst (i.e., implementing, developing, revising behavior support plans); or

      2.2.4 Current certification as a Board Certified Behavior Analyst (BCBA).

3. If a Bachelor's-level service provider (Assistant), must receive supervision from a Behavior Analyst who holds a current and active license recognized by the State of Arizona Board of Psychologist Examiners or licensed psychologist and have at a minimum:

   3.1 A Bachelor's degree in psychology, behavior analysis, social work, education, special education, child development, or counseling and two (2) years of full-time

experience in behavioral therapy, behavioral modification, or behavioral analysis (i.e., implementing positive behavior support plans); or

3.2 A Bachelor's degree in an alternative discipline and five (5) years of full-time experience in behavioral therapy, behavioral modification, or behavioral analysis (i.e., implementing positive behavior support plans); or

3.3 Current certification as a Board Certified Assistant Behavior Analyst (BCaBA).

Record keeping and Reporting Requirements

1. The assessment and intervention plan shall be completed no later than forty-five (45) business days following the acceptance of the member's service authorization.

2. The Qualified Vendor shall provide the assessment report and the intervention plan to the member's Support Coordinator, the member/member's representative, and service providers no later than seven (7) business days upon completion.

3. Following the submittal of the initial intervention plan, the Qualified Vendor shall submit quarterly individualized progress reports regarding the member no later than the tenth (10th) business day following the close of the quarter to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

4. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by its consultant staff providing direct service to the member.

   4.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 18-442) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member's representative before the Qualified Vendor submits the claim for payment.

5. The Qualified Vendor shall maintain on file documentation of required licensures and certification for each consultant providing this service.

6. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

Habilitation Consultation Rates

HCPCS Service Code	DDD Service Code	Description	Unit of Service	Multiple Clients	Benchmark Rate	Adopted Rate	Adopted: Benchmark Ratio
Habilitation Consultation Evaluation							
H0031	HCA	Habilitation Consultation Evaluation, (Urban)	Per-Diem	1	$162.82	$162.82	100.00%
H0031	HCA	Habilitation Consultation Evaluation, (Rural)	Per-Diem	1	$197.83	$197.83	100.00%
Habilitation Consultation							
0364T, 0365T, 0370T	HCM	Habilitation Consultation, Licensed Psychologist (Urban)	Half-Hour	1	$67.75	$67.75	100.00%
0364T, 0365T, 0370T	HCM	Habilitation Consultation, Licensed Psychologist (Rural)	Half-Hour	1	$81.34	$81.34	100.00%
0364T, 0365T, 0370T	HCM	Habilitation Consultation, Behavioral Analyst/BCBA (Urban)	Half-Hour	1	$40.71	$40.71	100.00%
0364T, 0365T, 0370T	HCM	Habilitation Consultation, Behavioral Analyst/BCBA (Rural)	Half-Hour	1	$49.46	$49.46	100.00%
0364T, 0365T, 0370T	HCB	Habilitation Consultation, Assistant (Urban)	Half-Hour	1	$22.94	$22.94	100.00%
0364T, 0365T, 0370T	HCB	Habilitation Consultation, Assistant (Rural)	Half-Hour	1	$28.28	$28.28	100.00%

HCPCS Key	*Description*
H0031[1]	Mental Health Assessment by Non-Physician
0364T[2]	Adaptive behavior treatment by protocol, administered by technician, face-to-face with one patient; first 30 minutes of technician time
0365T[2]	Adaptive behavior treatment by protocol, administered by technician, face-to-face with one patient; each additional 30 minutes of technician time.
0370T[2]	Family adaptive behavior treatment guidance, administered by physician or other QHCP (without the patient present, 30 minutes.)

[1]HCA/H0031 service is limited to a maximum of 10 units. Each unit is a per diem rate based on a minimum of 2 hours/unit. If the Evaluation does not require the full 10 units, the extra units can be used for on-going training needs of the member.

[2]HCM/HCB-0364T-0370T service codes are limited to a maximum of 110 units unless there are left over units from the Evaluation.

	CONTRACT AMENDMENT **RFQVA No.: DDD-710000**	**ARIZONA DEPARTMENT OF ECONOMIC SECURITY** 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456
	Contract No: 05785 Amendment No: 3	Procurement Specialist: Jose Mercado

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #3

THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

1. Section 7 – Service Specifications
   a. Section 7 revised to add service titled "Career Preparation and Readiness" as attached. Service will be posted on the DDD Web Site by May 5, 2017.

2. Division Rate Look Up File. The Division Rate Look Up File is hereby revised to reflect Career Preparation and Readiness outcome payment service code and first outcome payment of $250 to be made upon the member's successful progressive move and $250 final outcome payment to be made upon the member's successful retention of the successful progressive move.

3. Rate Book as posted on January 1, 2017. The January 1st, 2017 Rate Book which reflects the new service shall remain unchanged.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
Tommie C. Martin 5-9-17 SIGNATURE DATE	C Robles 5/31/17 SIGNATURE DATE
Tommie C. Martin Chairman, Gila County Board of Supervisors Print Name and Title	CECILIA ROBLES Deputy Business Operations Administrator Division of Developmental Disabilities Arizona Department of Economic Security

	CONTRACT AMENDMENT RFQVA No.: DDD-710000	ARIZONA DEPARTMENT OF ECONOMIC SECURITY 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456
	Contract No:05785 Amendment No: 2	Procurement Specialist: Jose Mercado

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #2

THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

1. Application Submittal Checklist.
   a. Part 3 revised to add Section 9, Attachment L: Participation in Boycott of Israel.

   b. Part 4 revised to delete "c) Original signature on signature of page of each RFQVA Amendment issued: RFQVA DDD #710000 Amendment 1"

2. Section 2, Table of Contents.
   a. Section Content 6. DES/DDD Standard Terms and Conditions for Qualified Vendors revised to add 6.14 Participation in Boycott of Israel.

   b. Section Content 9. Attachments (Forms to be Completed by Applicant) revised to add Section 9, Attachment L. Participation in Boycott of Israel.

3. Section 3, Instructions to Applicants.
   a. Section 3.2.1 General. The in person and mail address shall be revised to reflect:

   "In person or by courier (must request and receive a receipt):
   Arizona Department of Economic Security
   Division of Developmental Disabilities
   Attn: Contracts Administration Unit
   1789 W. Jefferson Street, 1st Floor, East
   Phoenix, Arizona 85007
   Telephone: (602) 542-6874

   By mail to:
   Arizona Department of Economic Security
   Division of Developmental Disabilities
   Attn: Contracts Administration Unit, QVA Section
   P.O. Box 6123, Mail Drop 2HC3
   Phoenix, Arizona 85005-6123"

4. Section 5, Service Requirements/Scope of Work.
   a. Section 5.10.1.11. Reference to "A.R.S. § 41-132" is removed in its entirety and replaced with "A.R.S. § 18-442"

b. Section 5.10.4 is added to reflect:

"The Qualified Vendor shall provide incident reports to the member/or members responsible person on request. The Qualified Vendor may redact all information protected from disclosure under the Health Insurance Portability and Accountability Act of 1996 and all applicable implementing Federal regulations. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this Agreement."

5. Section 6, DES/DDD Standard Terms and Conditions for Qualified Vendors.

a. Section 6.3.4 Notices. The address is revised to reflect

"Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
P.O. Box 6123, Mail Drop 2HC3
Phoenix, Arizona 85005-6123"

b. Section 6.4.1.7 is hereby revised to read:

"The Division is not obligated to pay for services provided without prior authorization. An initial claim for services must be received by the Division no later than six (6) months from the date of service, unless the claim involved retro-eligibility. Claims initially received beyond the six (6) month time frame, except claims involving retro-eligibility, will be denied. If a claim is originally received within the six (6) month time frame, the Qualified Vendor will have up to twelve (12) months from the date of service or sixty (60) days from the date of the recoupment to correctly resubmit the claim in order to achieve clean claim status or to adjust a previously processed claim, unless the claim involves retro-eligibility. If a claim does not achieve clean claim status or is not adjusted correctly within twelve (12) months, the Division is not liable for payment."

c. Section 6.5.4.4 is revised to read:

"The Qualified Vendor shall pay for the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Division shall only pay for the costs of fingerprint checks of potential developmental home providers."

	CONTRACT AMENDMENT RFQVA No.: DDD-710000	ARIZONA DEPARTMENT OF ECONOMIC SECURITY 1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456
	Contract No:05785 Amendment No: 2	Procurement Specialist: Jose Mercado

d. Section 6.6.4, Assignment and Delegation. This is removed in its entirety and replaced with the following:

> "This Agreement, and the rights and obligations hereunder, may not be assigned or delegated by the Qualified Vendor without the prior written consent of the Division. The Division shall not unreasonably withhold approval."

e. Section 6.7.6.1.8.3. The address is revised to reflect:

> "Arizona Department of Economic Security
> Division of Developmental Disabilities
> Attn: Contracts Administration Unit, QVA Section
> P.O. Box 6123, Mail Drop 2HC3
> Phoenix, Arizona 85005-6123"

f. Section 6.13.5 is added to reflect:

> "6.13.5 Participation in Boycott of Israel. Qualified Vendor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01. "

6. Section 9J, Business Associate Agreement. This Agreement is hereby revised and replaced.

7. Section 9L, Participation in Boycott of Israel. Section 9L is added to RFQVA #710000.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
Tommie C Martin 4-18-17 SIGNATURE DATE	Robles 4-28-17 SIGNATURE DATE
Tommie C. Martin, Chairman Print Name and Title	CECILIA ROBLES Deputy Business Operations Administrator Division of Developmental Disabilities Arizona Department of Economic Security

RFQVA AMENDMENT	DEPARTMENT OF ECONOMIC SECURITY
RFQVA No: DDD 710000	**Agency: Division of Developmental Disabilities**
Amendment No: 1	**Address: 1789 W. Jefferson, Site Code 791A Phoenix, Arizona 85007**
Page 1 of 7	**Phone: (602) 542-6874**

A signed copy of the signature page (page 7) of this amendment must be submitted with the hardcopy of the Application, or, if a Qualified Vendor Agreement has been awarded as of the date of issue of this amendment, the Qualified Vendor must return a signed copy of this amendment within 30 days of the date of issue to:

Contract Management Section
Business Operations – Site Code 791A
Arizona Department of Economic Security
Division of Developmental Disabilities
P.O. Box 6123
Phoenix, Arizona 85005

Please read the portions of each Section of your Agreement identified below for the changes made by this Amendment.

The full text of the amended Agreement is located at https://www.azdes.gov/ddd/

Amendments have been made to the identified portions of the specific Sections listed below:

RFQVA Application Submittal Checklist

Section 1: Notice of Request for Qualified Vendor Applications (RFQVA)
RFQVA Number: DDD 710000
Submittal Locations

Section 2: Table of Contents

Section 3: Instructions to Applicants
3.1 Inquiries
3.2 Application Preparation
3.3 RFQVA Schedule
3.4 Individual Independent Providers and Professional Independent Providers
3.6 Protests
3.7 Evaluation

Section 4: Background
4.1 Division of Developmental Disabilities Service Philosophy and Background
4.2 Program Eligibility
4.3 Program Description
4.4 Historically, How Is Arizona Doing?

Section 5: Service Requirements/Scope of Work
5.1 Provider Qualification
5.2 Staffing
5.3 Training
5.4 Delivery of Services
5.5 Service (Prior) Authorization
5.6 Vendor Calls and Referrals for Services
5.7 Member Planning Document and Related Activities
5.8 Quality Management Plan
5.9 Transition of Members to Other Providers
5.10 Recordkeeping
5.11 Application and Use of *RateBook* and Billing Manual

Section 6: DES/DDD Standard Terms and Conditions for Qualified Vendors
6.1 Definitions
6.2 Agreement Interpretation
6.3 Agreement Administration and Operation
6.4 Costs and Payments
6.5 Accountability
6.6 Agreement Changes
6.7 Risk and Liability
6.8 Warranties
6.9 State's Contractual Remedies
6.10 Agreement Termination
6.11 Agreement Claims and Controversies
6.12 Contingency Planning
6.13 Certifications

Section 7: Service Specifications

Attendant Care
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Rate Basis
Direct Service Staff Qualifications
Direct Service Training Requirements
Recordkeeping and Reporting Requirements

Center-Based Employment
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Rate Basis
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Day Treatment and Training, Adult
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Recordkeeping and Reporting Requirements

Day Treatment and Training, Child (After School)
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Recordkeeping and Reporting Requirements

Day Treatment and Training, Child (Summer)
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Recordkeeping and Reporting Requirements

Employment Support Aide
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Group Supported Employment
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Outcomes
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habilitation Communication
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habilitation, Community Protection and Treatment Hourly
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Habitation, Consultation (New Service)

Habilitation, Early Childhood Autism Specialized (New)
Replaces Habilitation, Specialized Behavior

Habilitation, Group Home
Additional Service Description for Community Protection and Treatment
Service Requirements and Limitations (All Group Homes)
Service Goals and Objectives
Service Utilization Information
Rate Basis
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements (All Group Homes)

Habilitation, Hourly Support
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Habilitation, Individually Designed Living Arrangement
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Rate Basis
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Habilitation, Music Therapy
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Rate Basis
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Habilitation, Nursing Supported Group Home
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Habilitation, Vendor Supported Developmental Home (Child and Adult)
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Home Health Aide
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff and Agency Qualifications
- Recordkeeping and Reporting Requirements

Homemaker (formally Housekeeping)
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Direct Service Staff Training Requirements
- Recordkeeping and Reporting Requirements

Individual Supported Employment
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Rate Basis
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Nursing
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff and Agency Qualifications
- Recordkeeping and Reporting Requirements

Occupational Therapy
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Person-Centered Planning Facilitation
- *Service Not Being Solicited*

Physical Therapy
- Service Description
- Service Requirements and Limitations
- Service Goals and Objectives
- Service Utilization Information
- Direct Service Staff Qualifications
- Recordkeeping and Reporting Requirements

Respiratory Therapy
- Service Requirements and Limitations
- Service Goals and Objectives

Service Utilization Information
Direct Service Staff and Agency Qualifications
Recordkeeping and Reporting Requirements

Respite
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Direct Service Training Requirements
Recordkeeping and Reporting Requirements

Room and Board, All Group Homes
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Recordkeeping and Reporting Requirements

Room and Board, Vendor Supported Developmental Home (Child and Adult)
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Speech Therapy
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Support Coordination
Service Not Being Solicited

Transition to Employment (New Service)

Transportation
Service Description
Service Requirements and Limitations
Service Goals and Objectives
Service Utilization Information
Direct Service Staff Qualifications
Recordkeeping and Reporting Requirements

Section 8: Arizona Geographic Map

Section 9: Attachment A – Application and Agreement Award

Section 9: Attachment E – ADES Data Sharing Request and Agreement
Replaces Hardcopy Version of Assurances and Submittals

Section 9: Attachment G – Central Registry Search Request

Section 9: Attachment H – Business Plan

Section 9: Attachment I – Contingency Plan
Replaces Contractors Pandemic Planning Checklist

Throughout the Request for Qualified Vendor Application ("RFQVA") and the Qualified Vendor Agreement ("QVA" or "Agreement"), the following changes have been made uniformly:

References to "consumer" have been changed to "member".

References to "Individual Support Plan" and "Individualized Family Service Plan" have been changed to "planning document".

References to "Individual Support Plan Team" and "Individualized Family Service Plan Team" have been changed to "planning team".

The "Hardcopy Version of Assurances and Submittals" is removed from the solicitation.

BY SIGNING BELOW, THE QUALIFIED VENDOR AGREES TO AND ACCEPTS THE REVISED PROVISIONS OF RFQVA # DDD 71000, AS AMENDED BY THIS AMENDMENT NUMBER 1.

TO THE EXTENT THAT ANY PROVISION OF RFQVA # DDD 710000 IS NOT INCLUDED IN THIS AMENDMENT, SUCH PROVISION SHALL REMAIN IN EFFECT.

Applicant hereby acknowledges receipt and understanding of the above RFQVA amendment. Michael A. Pastor 10-6-14 Signature Date Michael A. Pastor, Chairman, Gila County Board of Supervisors Typed Name and Title of Authorized Signatory Gila County dba Gila Employment and Special Training Name of Qualified Vendor (on W-9) 86-6000444 Qualified Vendor FEIN (on W-9) 05785 Qualified Vendor Agreement Number on QVA	The above referenced RFQVA Amendment is hereby Executed this 1st day of September, 2014 at Phoenix Arizona Leah D. Gibbs Signature Effective 9-1-14 Leah D. Gibbs, DDD Contracts Administrator Types Name and Title of Authorized Signatory

APPLICATION AND
QUALIFIED VENDOR AGREEMENT AWARD

Arizona Department of
Economic Security
Division of
Developmental Disabilities

APPLICATION

TO: THE STATE OF ARIZONA

The Undersigned hereby applies and agrees to provide the service(s) in compliance with the corresponding RFQVA(s).

For clarification of this application, contact:

David Caddell
Name:

(928) 4257631
Phone Number

(928) 4259468
Fax Number

dcaddell@co.gila.az.us
E-Mail Address:

If awarded a Qualified Vendor Agreement, all notices should be sent to:

David B. Caddell
Name:

5515 South Apache Ave. Suite 200
Street Address

Globe AZ 85501
City State Zip

(928) 4257631 (928) 4259468
Phone Number Fax Number

dcaddell@co.gila.az.us
E-Mail Address:

866000444
Federal Employer Idenfication Number or SSN

Gila Employment and Special Training
Company Name:

5515 South Apache Ave. Suite 200
Mailing Address

Globe AZ 85501
City State Zip

(928) 4257631 (928) 4259468
Phone Number Fax Number

Signature of Person Authorized to Sign Application

Michael Pastor
Printed Name

Chairman, Gila Cnty
Title

2nd Signature of Person Authorized to Sign Application

2nd Printed Name

2nd Title

APPROVAL OF APPLICATION AND AGREEMENT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your application is hereby approved. The Qualified Vendor is now bound to provide the service(s) listed in the attached award notice based upon the corresponding RFQVA for each service, including all terms, conditions, service specifications, scope of work, amendments, etc., and the Qualified Vendor's application as accepted by the State.

This agreement shall henceforth be referred to as Qualified Vendor Agreement No.05785.The begin date and the effective date of this agreement is either the date that this award is signed by the Procurement Officer or January 1, 2011, whichever is later.

Procurement Specialist

State of Arizona
Awarded this Date: 3/21/11

Vendor Contract Information

FEI# or SSN: 866000444

Executive/Owner Gila County Gila County

AHCCCS ID: 925886

Organization Type: Agency

Principal Contact Information

Name: Helene Lopez

Telephone: (928) 4257631 FAX: (928) 4259468

Email Address: hlopez@co.gila.az.us

Notice Contact Information

Name: Helene Lopez

Telephone: (928) 4257631 FAX: (928) 4259468

Email Address: hlopez@co.gila.az.us

Vendor Street Address

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

Telephone: (928) 4257631

Vendor Mailing Address

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

FAX: (928) 4259468

Billing/Payment Information

Name: Helene Lopez

Telephone: (928) 4257631

Email Address: hlopez@co.gila.az.us

FAX: (928) 4259468

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

Authorized Signatory

Name: Michael Pastor

Title: Chairman, Gila Cnty

2nd Authorized Signatory

Name:

Title:

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **Gila Employment and Special Training**

District East
Site Code:
Office Type: SERVICE

5515 S. Apache Ave. Suite 200 Globe, Az 85501

Globe, ARIZONA 85501
Telephone: (928) 4257631

Primary Contact Information

Name: Helene Lopez
Telephone: (928) 4257631
Email Address: hlopez@gilacountyaz.gov

Site Scheduler Information

Name: Helen Lopez
Telephone: (928) 4257631
FAX: (928) 4259468
Email Address: hlopez@gilacountyaz.gov

After Hours Contact Information

Name: Helene Lopez
Telephone: (928) 2001462
FAX: (928) 4259468
Email Address: hlopez@gilacountyaz.gov

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
ATTENDANT CARE	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

EMPLOYMENT SUPPORT AIDE	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **Gila Employment and Special Training/Payson**

District North
107 West Frontier Street, Suite C

Payson, ARIZONA 85541
Telephone: (928) 4741759

Site Code:

Office Type: ADMINISTRATION

Primary Contact Information

Name: David Caddell
Telephone: (928) 4028664
Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: Leona Bowman
Telephone: (928) 4741759
Email Address: lbowman@co.gila.az.us

FAX: (928) 4688056

After Hours Contact Information

Name: David Caddell
Telephone: (928) 8123791
Email Address: dcaddell@co.gila.az.us

FAX: (928) 4259468

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
ATTENDANT CARE	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

EMPLOYMENT SUPPORT AIDE	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **Gila Employment and Special Training**

DISTRICT 1 Site Code: Office Type: SERVICE
107 West Frontier Street, Suite C

Payson, ARIZONA 85541
Telephone: (928) 4741759

Primary Contact Information

Name: David Caddell
Telephone: (928) 4257631
Email Address: dcaddell@cableone.net

Site Scheduler Information

Name: Leona Bowman
Telephone: (928) 4741759 FAX: (928) 4688056
Email Address: lbowman@co.gila.az.us

After Hours Contact Information

Name: David Caddell
Telephone: (928) 8123791 FAX: (928) 4259468
Email Address:

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **Gila Employment and Special Training**

District East
5515 South Apache Ave. Suite 200

Site Code: GL

Office Type: SERVICE

Globe, ARIZONA 85501
Telephone: (928) 4257631

Primary Contact Information

Name: David Caddell
Telephone: (928) 4257631
Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: David Caddell
Telephone: (928) 4257631
Email Address: dcaddell@co.gila.az.us
FAX: (928) 4259468

After Hours Contact Information

Name: David Caddell
Telephone: (928) 8123791
Email Address: dcaddell@co.gila.az.us
FAX: (928) 4259468

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	Staff Approved

Vendor Sites

Site Name: **GEST D.T.A. Globe**

District ATPC
250 East Cedar Street

Site Code:

Office Type: SERVICE

Globe, ARIZONA 85501
Telephone: (928) 4258701

Primary Contact Information

Name: Helene Lopez
Telephone: (928) 4028664
Email Address: hlopez@gilacountyaz.gov

Site Scheduler Information

Name: Helene Lopez
Telephone: (928) 4028664
Email Address: hlopez@gilacountyaz.gov
FAX: (928) 4259468

After Hours Contact Information

Name: Helene Lopez
Telephone: (928) 4028664
Email Address: hlopez@gilacountyaz.gov
FAX: (928) 4259468

Sunday		To	
Monday	08:00AM	To	04:00PM
Tuesday	08:00AM	To	04:00PM
Wednesday	08:00AM	To	04:00PM
Thursday	08:00AM	To	04:00PM
Friday	08:00AM	To	04:00PM
Saturday		To	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444

Contract #: 05785

Contract Status Start Date: 01/01/2011

Vendor: Gila Employment and Special Training

Contract Status : MANAGEMENT APPROVED

Contract Status Code:

Services	RFQVA	Service Status	Service Status Start Date
ATTENDANT CARE - **Agency with Choice**	DDD710000	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	DDD710000	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	DDD710000	Approved	01/01/2011
EMPLOYMENT SUPPORT AIDE	DDD710000	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	DDD710000	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT - **Agency with Choice**	DDD710000	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY - **Agency with Choice**	DDD710000	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	DDD710000	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	DDD710000	Approved	01/01/2011
TRANSPORTATION	DDD710000	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	DDD710000	Approved	01/01/2011

Service Level Detail	Service Status	Service Status Start Date
ATTENDANT CARE	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
ATTENDANT CARE	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
ATTENDANT CARE	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
ATTENDANT CARE	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
EMPLOYMENT SUPPORT AIDE	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
EMPLOYMENT SUPPORT AIDE	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.
Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Service Level Detail	Service Status	Service Status Start Date
EMPLOYMENT SUPPORT AIDE	**Approved**	01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Service Level Detail	Service Status	Service Status Start Date
GROUP SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
GROUP SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.
Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Service Level Detail	Service Status	Service Status Start Date
GROUP SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.
Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	**Approved**	01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - SUPPORT - HOURLY	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff will review the documents provided by the Division Support Coordinator and assign the appropriate staff person to meet the needs of the client. GEST direct service staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Services will be provided based on the ISP plan, and staff will, when appropriate or as part of the plan, coordinate with other community services. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the disignated Division representative. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program ha a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicle insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - SUPPORT - HOURLY	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
HABILITATION SERVICES - SUPPORT - HOURLY	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
INDIVIDUAL SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
INDIVIDUAL SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.
Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Service Level Detail	Service Status	Service Status Start Date
INDIVIDUAL SUPPORTED EMPLOYMENT	**Approved**	01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Service Level Detail	Service Status	Service Status Start Date
RESPITE CARE HOURLY & DAILY	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
RESPITE CARE HOURLY & DAILY	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department,and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
RESPITE CARE HOURLY & DAILY	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
RESPITE CARE HOURLY & DAILY	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have ben achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete check over prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services Department.

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three yers when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the top driver manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION	**Approved**	01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION	**Approved**	01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION, EMPLOYMENT RELATED	**Approved**	01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO	Transportation in an individual/staff owned vehicle
YES	Transportation in an agency owned, leased or contracted
NO	Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION, EMPLOYMENT RELATED	**Approved**	01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.
Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Service Level Detail	Service Status	Service Status Start Date
TRANSPORTATION, EMPLOYMENT RELATED	**Approved**	01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Vendor Policies

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.
When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be seperated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the the information, qualifications, and experience given by the applicants. All newly hired staff are required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much trunover in staff. GEST staff stay in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff are cross trained and adaptable to provide and care for all clients. GEST direct service staff have weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, praticipate in client activities. Direct staff are aware of all the clients individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

Vendor Policies

Who is the person within the vendor's organization for reviewing incident reports?

David Caddell

Who is the person within the vendor's organization for notifying a consumer's family/represenative of incidents?

David Caddell

Do you have written policies and procedures regarding the reporting of incidents of abuse, neglect and exploitation?

YES

Are reporting protocols shared with consumers/families/consumer representatives?

YES

How are incidents of abuse, neglect, exploitation or injury reported internally?

GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurance. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then ,within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manuel. As a service provider for persons with disabilities, GEST staff are mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Who is the person within the vendor's organization responsible for resolving the complaint/grievance?

Dave Fletcher

Vendor Policies

Is there a complaint/grievance form?

YES

Do you have written policies and procedures regarding the submission of complaints/grievances?

YES

Are complaints/grievances shared with consumers/families/consumer representatives?

YES

Who can file a complaint/grievance?

Any client

What is the complaint/grievance handling timeline?

Varies according to the type of complaint, usually not more that 10 wor

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 5515 South Apache Ave. Suite 200., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative(if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all intersted parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calender is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Describe the process used to measure consumer/familly/consumer representative satisfaction with services.

Vendor Policies

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.
Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff are very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how are consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, famalies, representatives is considered by the Program Manager in the evaluation of direct service staff.

Who is feedback forwarded to within the agency?

David Caddell

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumers satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Is past feedback available to consumers/families/consumer representatives when considering a vendor?

YES

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is aloways encouraged and welcome. All GEST network and coordinate regualrly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calender is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Vendor Policies

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and aprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff hasl developed an evaluation form specific to the individual`s ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff are continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate, on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

SECTION 6
DES/DDD STANDARD TERMS AND CONDITIONS FOR QUALIFIED VENDORS

6.1 Definition of Terms

As used in this Request for Qualified Vendor Applications ("RFQVA") and any resulting Agreement, the terms listed below are defined as follows:

6.1.1 "Agency" means an organization that has a Federal Employer Identification Number ("FEIN") and employs one or more direct service staff other than the owner.

6.1.2 "Agreement" means the Qualified Vendor Agreement which is a legally binding contract to provide community developmental disability services and includes the following: the Request for Qualified Vendor Applications ("Solicitation") including all solicitation amendments and the Qualified Vendor's approved application ("Application"). The Request for Qualified Vendor Applications includes service requirements/scope of work, terms and conditions, and services specifications. The approved Application includes vendor specific descriptions, policies, assurances, and financial information.

6.1.3 "Agreement Amendment" means either a solicitation amendment or a Division-approved amendment to an application.

6.1.4 "Agreement Services" means the services to be delivered by the Qualified Vendor under this Agreement.

6.1.5 "AHCCCS" means the Arizona Health Care Cost Containment System as established by Arizona Revised Statutes (A.R.S.) § 36-2901 *et seq*., and defined by Arizona Administrative Code (A.A.C.) R9-22-101.B.

6.1.6 "AHCCCSA" or "Administration" means the Arizona Health Care Cost Containment System Administration.

6.1.7 "AHCCCS Minimum Subcontract Provisions" means the AHCCCS minimum requirements for the Division's contractors and subcontractors providing services to members eligible for DD/ALTCS and/or receiving Title XIX (ALTCS) funds.

6.1.8 "ALTCS" means the Arizona Long Term Care System as defined by A.A.C. R9-28-101.B.2.

6.1.9 "Applicant" means a vendor who submits an application in response to the Request for Qualified Vendor Applications.

6.1.10 "Application" means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hardcopy to the Division; the required information in the Qualified Vendor Application and Directory System submitted electronically to the Division via the Division's website, and approved by the Division; a hardcopy of the required information entered into the Qualified Vendor Application and Directory System submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.

6.1.11 "Arizona Administrative Code (A.A.C.)" means State regulations established pursuant to relevant statutes.

6.1.12 "Arizona Revised Statutes (A.R.S.)" means Laws of the State of Arizona.

6.1.13 "Business Day" means between the hours of 8:00 a.m. and 5:00 p.m. Arizona time any day of the week other than Saturday, Sunday, a legal holiday, or a day on which the Division is authorized or obligated by law or executive order to close.

6.1.14 "Clean Claim" means claims that may be processed without obtaining additional information from the provider of service or from a third party but does not include claims under investigation for fraud and abuse or claims under review for medical necessity (A.R.S. § 36-2904.G.1).

6.1.15 "Client," "Member," "DD/ALTCS Member," "Consumer," or "Individual" means a person who is authorized to receive services through the Division.

6.1.16 "Code of Federal Regulations or "C.R.F." means the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.

6.1.17 "Community Developmental Disability Services" means any service or support the Division is authorized to purchase on behalf of individuals with developmental disabilities and their families or guardians.

6.1.18 "Days" means calendar days unless otherwise specified.

6.1.19 "Department" or "ADES" means the Arizona Department of Economic Security, unless otherwise indicated.

6.1.20 "Division" or "DDD" means the Division of Developmental Disabilities within the Department of Economic Security. References to rules, policies, or procedures of the Division shall be deemed to include all rules, policies, and procedures of the Department.

6.1.21 "Effective Date" means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the Agreement.

6.1.22 "Encounter" means the record of a service submitted to or by the Division and processed by AHCCCS that is rendered by a provider registered with AHCCCS to a member who is enrolled with the Division on the date of service for which the Division incurs a financial liability (A.A.C. R9-22-701).

6.1.23 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

6.1.24 "Health Insurance Portability and Accountability Act "or "HIPAA" means the Health Insurance Portability and Accountability Act [Public Law (P. L.) 104-191]; also known as the Kennedy-Kassebaum Act, signed August 21, 1996 that addresses issues regarding the privacy and security of member confidential information.

6.1.25 "Individual Independent Provider" as referenced in this document means a person who is qualified to provide the service, does not have any employees, has a provider identification number, and has an individual service agreement with the Division to provide one or more of the following services: Attendant Care; Habilitation, Hourly Support; Homemaker; Respite; or Habilitation, Individually Designed Living Arrangement.

6.1.26 "Individual Support Plan" or "ISP" means a written statement of services to be provided to a Division member with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the member is authorized to receive. The ISP incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan and the service program plan used in A.R.S. § 36-557 (as may be amended). ISP incorporates the Individual Family Service Plan ("IFSP") as defined in Section 809.1 of the Division's Policy and Procedures Manual as well as a Person Centered Plan, which describes the type, frequency, and duration of the services and supports needed to achieve the appropriate outcomes for a member. The ISP or IFSP is also referred to as the "planning document".

6.1.27 "Individual Support Plan Team" or "ISP Team" means a group of persons including the member, the member's representative, and other persons selected by the member, assembled by the Division and coordinated by the member's Support Coordinator to develop the member's planning document [e.g., Individual Support Plan (ISP)].

6.1.28 “Material Event” is an event that could prevent or impede the vendor’s ability or legal authority to perform its duties under this Agreement, including but not limited to the duty to render services in a manner that protects the health and safety of DDD members. The following are deemed to be material events: (but the following are not intended to include every possible material event): (i) any regulatory enforcement action is brought against the vendor, including but not limited to actions relating to any license, permit, or certification held by the vendor; (ii) the vendor is the subject of a filing in bankruptcy (either by the vendor or another party); (iii) the vendor is a party to litigation or other legal action where damages or other remedies are sought from the vendor, including but is not limited to actions alleging the vendor’s default on payment of wages, indebtedness, or taxes; (iv) the vendor’s assets are subject to a court-ordered restriction on transfer, including but not limited to attachment or garnishment (however, an order to garnish the wages of an employee of the vendor is not considered to be a restriction on the transfer of the vendor’s assets, for purposes of this Agreement); (v) any officer, director, or other management official of the vendor, or any person owning or controlling over 25% of any class of securities issued by the vendor, is the subject of regulatory enforcement action, criminal prosecution, or an action alleging dishonesty or fraud.

6.1.29 “May” indicates something that is not mandatory but permissible.

6.1.30 “Member/Member Representative” means with respect to the Client, either the Client or the Responsible Person, as appropriate.

6.1.31 “Procurement Officer” means the person duly authorized to enter into and administer Agreements and make written determinations with respect to the Agreement or his/her designee.

6.1.32 “Professional Independent Provider” means a person who is licensed or certified under Title 32, A.R.S., who provides services for members as a Qualified Vendor and is not an employee or a subcontractor of a provider agency.

6.1.33 “Qualified Vendor” means any person or entity that has an Agreement with the Division of Developmental Disabilities.

6.1.34 “Record” means any data in any form that is required to be created and/or maintained to document performance of the Agreement.

6.1.35 "Responsible person" means the parent or guardian of a developmentally disabled minor, the guardian of a developmentally disabled adult or a developmentally disabled adult who is a member (client) for whom no guardian has been appointed.

6.1.36 "Shall" or "Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application or termination of the Agreement, in whole or in part.

6.1.37 "Should" indicates something that is recommended but not mandatory. If the Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the Application without the information.

6.1.38 "Subcontract" means any arrangement, expressed or implied, between the Qualified Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Agreement.

6.1.39 "State" means the State of Arizona and the Department or Agency of the State that executes the Agreement.

6.1.40 "Third Party Liability" means the resources available from a person or entity that is or may be, by Agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client (A.A.C. R6-6-101.71 and A.A.C. Title 9, Chapter 22, Article 10).

6.1.41 "Third Party Payor" means any individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of a Division client (A.A.C. R6-6-101.72).

6.1.42 "Vendor Call" means a notice from the Division inviting Qualified Vendors and individual independent providers to submit a response indicating their availability to provide services for a specific member or specific group of members, based on the requirements defined in the member's planning document.

6.2 Agreement Interpretation

6.2.1 Arizona Law.

Arizona law applies to this Agreement.

6.2.2 Implied Agreement Terms.

Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

6.2.3 Agreement Order of Precedence.

In the event of a conflict in the provisions of the Agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

6.2.3.1 Qualified Vendor Award;

6.2.3.2 DES/DDD Standard Terms and Conditions for Qualified Vendors;

6.2.3.3 Service Requirements/Scope of Work;

6.2.3.4 Service Specifications;

6.2.3.5 Rates;

6.2.3.6 Information entered into the Qualified Vendor Application and Directory System ("QVADS") (most recently approved); and

6.2.3.7 Attachments to information entered into QVADS (most recently approved).

6.2.4 Relationship of Parties.

The Qualified Vendor under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement. In the event that the Qualified Vendor or its personnel is sued or prosecuted for conduct arising from this Agreement, the Qualified Vendor or its personnel will not be represented by the Department or the Arizona Attorney General. In addition, taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Qualified Vendor shall make arrangements to directly pay such expenses.

6.2.5 Severability.

The provisions of this Agreement and any amendments to the Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement or the amendment.

6.2.6 No Parol 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.

6.2.7 No Waiver.

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 to it.

6.2.8 Headings.

The section headings used in the Agreement are for reference and convenience only and shall not enter into any interpretation of the Agreement.

6.3 Agreement Administration and Operation

6.3.1 Records.

6.3.1.1 Under A.R.S. §§ 35-214 and 35-215, the Qualified Vendor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the date of final payment under the Agreement. In compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows: (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records.

6.3.1.2 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 as to which exception has been taken by the State, shall be retained by the Qualified Vendor until such grievances, disputes, litigation, claims or exceptions have been resolved.

6.3.1.3 The Qualified Vendor shall provide at no charge all records requested by the Department or its attorneys (which may include, but is not limited to, requests relating to Adult Protective Services, Child Support Enforcement, or Child Protective Services), and/or the AHCCCS and all information from its records relating to the performance of this Agreement that the Department or the AHCCCS may reasonably require. The Qualified Vendor reporting requirements hereunder may include, but are not limited to, timely and detailed utilization statistics, information and reports. Unless otherwise agreed to by the Department, records requested by the Department or its attorneys are to be provided prior to or on the date set forth in the request. If the Qualified Vendor receives the request less than seven (7) business days prior to the response date specified, the Qualified Vendor shall make diligent efforts to comply with the request, and notify the Department of the status of its efforts to comply.

6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for the acceptance, retention, disposition, and accounting for member (client) funds. The Qualified Vendor also shall develop and maintain internal policies and procedures for the administration of such funds. All Division policies are posted on the Division's website at www.azdes.gov/ddd.

6.3.1.5 The Division is responsible for submission of accurate Encounters to AHCCCS for all Agreement services rendered to eligible members by the Qualified Vendor and any subcontractor. Claims filed by the Qualified Vendor are the basis of the encounter submission by the Division. Qualified Vendors shall work with the Division to ensure that Encounters effectively occur. This shall include adhering to Division Billing Requirements. Billing Requirements are posted on the Division website at www.azdes.gov/ddd.

6.3.1.6 Agreement service records will be maintained in accordance with this Agreement. Records shall, as applicable, meet the following standards:

6.3.1.6.1 Adequately identify the service provided;

6.3.1.6.2 Include personnel records, which contain applications for employment, job titles and descriptions, hire and termination dates, copies of the fingerprint clearance cards, wage rates, and effective dates of personnel actions affecting any of these items;

6.3.1.6.3 Include time and attendance records for individual employees to support all salaries and wages paid and claims for payment from the Division;

6.3.1.6.4 Include records of the source of all receipts and the deposit of all funds received by the Qualified Vendor;

6.3.1.6.5 Include original copies of billing or other records relating to disbursements including but not limited to invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Agreement;

6.3.1.6.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Agreement; and

6.3.1.6.7 Include copies of lease/rental contracts, mortgages and/or any other contracts, which in any way may affect Qualified Vendor expenditures.

6.3.1.7 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

6.3.1.8 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of final payment under the Agreement. In compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows; (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later. Records which related to 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 the state, shall be retained by the Qualified Vendor until such disputes, litigations, claims or exceptions are resolved by way of a binding agreement, the rendering of a final judgment, or the claims have otherwise been dismissed.

6.3.2 Non-Discrimination.

In accordance with A.R.S. § 41-1461 *et seq.* and Executive Order 2009-09, the Qualified Vendor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation.

6.3.2.1 Unless exempt under Federal law, the Qualified Vendor shall comply with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, and the Arizona Disability Act.

6.3.2.2 If Qualified Vendor is an Indian Tribal Government, Qualified Vendor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Qualified Vendor to engage in Indian preference in hiring.

6.3.2.3 Unless expressly waived by the Division, the following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of Agreement services:

Under Titles VI and VII of the Civil Rights Act of 1964 (respectively "Title VI" and "Title VII") and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Qualified Vendor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Qualified Vendor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Qualified Vendor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print

materials. It also means that the (*insert Qualified Vendor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Qualified Vendor contact person and phone number here*) Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Qualified Vendor contact person and phone number here)*".

6.3.3 Audit.

6.3.3.1 Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years, or in compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows; (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later, the Qualified Vendor's and/or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or subcontract.

6.3.3.2 All Qualified Vendors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services.

6.3.3.2.1 The Qualified Vendor shall comply with the AHCCCS financial viability standards. AHCCCS' current financial viability standards include: current assets divided by current liabilities must be equal to or greater than a ratio of 1.00. Current assets may include any long-term investments that can be converted to cash within twenty-four (24) hours without significant penalty [(i.e., greater than twenty (20) percent]. If current assets include a receivable from a parent company, the parent company must have liquid assets that support the amount of the inter-company loan.

6.3.3.3 The Qualified Vendor must prepare financial reports in accordance with Generally Accepted Accounting Principles ("GAAP"). Annual financial audit reports must be conducted in accordance with Generally Accepted Auditing Standards ("GAAS") audited by an independent Certified Public Accountant. The completed audited Financial Statement Report package must be submitted to the Division person designated to receive notices within thirty (30) days after completion of the audit unless a different time is requested and approved by the Division.

6.3.3.3.1 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 United States Code ("U.S.C.") Section 7501 *et seq.* and A.R.S. §35-181.03 and any other applicable statutes, rules, regulations, and standards.

6.3.3.4 A Qualified Vendor receiving five million dollars ($5,000,000) or more in payments from the Department for Qualified Vendor services in any state fiscal year shall provide the Department the following: (a) Quarterly financial statements no later than sixty (60) days following the end of the quarter, and (b) Annual audited financial statements no later than thirty (30) days after the completion of the audit unless a different time has been requested and approved by the Division.

6.3.3.5 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least two million dollars ($2,000,000) but less than five-million dollars ($5,000,000) shall provide the Department the following: (a) Semi-annual financial statements no later than sixty (60) days following the end of the second quarter; and (b) Annual financial statements that have been reviewed by an independent Certified Public Accountant. Review report must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the review unless a different time has been requested and approved by the Division.

6.3.3.6 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least one million dollars ($1,000,000) to less than two-million dollars ($2,000,000) shall provide the Department an annual financial compilation that has been compiled by an independent Certified Public Accountant. A compilation must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the compilation unless a different time has been requested and approved by the Division.

6.3.3.7 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year less than one million dollars ($1,000,000) shall provide the Department an annual financial statement that consists of a Balance Sheet, Income Statement, and Statement of Cash Flows within one hundred twenty (120) days after fiscal year end.

6.3.4 <u>Notices</u>.

All Notices from the Division to Qualified Vendors shall reference the Solicitation RFQVA. Notices from Qualified Vendors to the Division shall reference the Agreement Number. Notices to the Qualified Vendor required by

this Agreement may be made by the State via email to the email contact indicated on the Qualified Vendor Application form submitted by the Qualified Vendor. Notices to the Qualified Vendor by the State may be made solely via email. Therefore, the Qualified Vendor is required to keep their Qualified Vendor Agreement email contact and address updated at all times to ensure receipt of notices from the State. Notices to the State required by the Agreement shall be mailed by the Qualified Vendor to the Division's Contract Manager at the following address:

Contract Management Unit
Business Operations – Site Code 791A
Arizona Department of Economic Security
Division of Developmental Disabilities
P.O. Box 6123
Phoenix, Arizona 85005-6123

or e-mailed to DDDContractsManager@azdes.gov unless a hardcopy signature or original document is required. All notices or other documentation supplied to the Division by the Qualified Vendor shall contain the Qualified Vendor number, Agreement number, and name of the entity.

6.3.5 Advertising and Promotion of Agreement.

6.3.5.1 The Qualified Vendor shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the Division.

6.3.5.2 The Qualified Vendor shall provide to the Division for review and approval all reports or publications (written, visual, and/or audio) which are intended for Division members or applicants regarding services funded or partially funded under the Qualified Vendor Agreement a minimum of thirty (30) calendar days prior to delivery or publication. The preceding sentence does not apply to communications directed to the general public. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on submitting and processing materials pursuant to this subsection.

6.3.5.2.1 All reports and publications, whether written, visual, and/or audio, shall contain the following statement: "The program described in this publication is funded through a contract with the Arizona Department of Economic Security (the "Department"). Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

6.3.6 Property of the State.

6.3.6.1 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the State. The Qualified Vendor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Qualified Vendor shall not use or release these materials without the prior written consent of the State.

6.3.6.2 The Federal and State governments reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State government purposes such materials, reports, data or information system, software, documentation and manuals.

6.3.6.3 At the termination of the Agreement, in whole or in part, the Qualified Vendor shall make available all such relevant materials, reports, data and information to the Division within thirty (30) days following termination of the Agreement or such longer period as approved by the Division.

6.3.7 Confidentiality.

6.3.7.1 The Qualified Vendor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of Agreement services. To the extent permitted by law, the Qualified Vendor shall release information to the Department and the Attorney General's Office as required by the terms of this Agreement, by law or upon their request.

6.3.7.2 The Qualified Vendor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.*

6.3.8 Agreement Term.

The term of this Agreement shall be the period of time from the date of signing by the Department to the Agreement termination date as awarded or extended, or such earlier date as provided under Section 6.10. The Qualified Vendor will not be paid or reimbursed for Agreement services provided prior to the date services are authorized to begin.

6.3.9 Agreement Extension.

The maximum term for this Agreement is six (6) years from January 1, 2011. This Agreement will expire no later than December 31, 2017. The Agreement can be terminated as specified in Section 6.10 *et seq.* of these terms and conditions. The Procurement Officer may exercise the Division's option to extend or renew the Agreement by unilateral Agreement amendment; a written amendment signed by both parties shall not be necessary. The Division has no obligation to extend or renew this Agreement.

6.3.10 Cooperation.

6.3.10.1 The Department may undertake or award other Agreements or Contracts for additional work related to the work performed by the Qualified Vendor, and the Qualified Vendor must fully cooperate with such other Qualified Vendors, Contractors, and State employees, and carefully fit its own work to such other work. The Qualified Vendor may not commit or permit any act that will interfere with the performance of work by any other Qualified Vendor, Contractor, or by State employees. The Qualified Vendor shall cooperate with the State in the transfer of work, services, case records or files from the Qualified Vendor to any other Qualified Vendor(s), Contractor(s), or State employee(s) that the State deems appropriate for the other Qualified Vendor(s), Contractor(s), or State employee(s) to perform work under their Agreement, Contract, or duties as a State employee.

6.3.11 Technical Assistance.

The Division may, but shall not be obligated to, provide technical assistance to the Qualified Vendor in the administration of Agreement services, or relating to the terms and conditions, policies and procedures governing this Agreement. Notwithstanding the foregoing, the Qualified Vendor shall not be relieved of full responsibility and accountability for the provision of Agreement services in accordance with the terms and conditions set forth herein.

6.3.12 Enrollment; Disenrollment.

Procedures for enrollment of a member in Qualified Vendor services and termination of enrollment with the Qualified Vendor shall be in accordance with the Agreement and all applicable Division and/or AHCCCS rules and policies. AHCCCS rules and policies may be found at www.azahcccs.gov/default.aspx.

6.3.13 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 the State of Arizona or Members and may involve access to or transmission of secure or sensitive data or personal information or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications or scope of work, this definition 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.

6.4 Costs and Payments

6.4.1 Payments.

6.4.1.1 Upon delivery of goods or services, the Qualified Vendor shall submit a claim. Submission of the claim constitutes an affirmation by the Qualified Vendor that the claim is accurate. Nothing in this Agreement requires the State to pay claims any sooner than thirty (30) days after receipt of an accurate claim.

6.4.1.2 The Qualified Vendor is paid a specified amount for each unit of service or deliverable as designated in the service specification and *RateBook* or negotiated rate, not to exceed the maximum number of units indicated by the authorization for each Agreement service/deliverable.

6.4.1.3 The Qualified Vendor shall report Agreement expenditures to the Division in the manner prescribed by the "Records," "Audits," and "Reporting Requirements" sections of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Division shall authorize payment or reimbursement in accordance with the method(s) prescribed by this Agreement.

6.4.1.4 If the Qualified Vendor is in any manner in default in the performance of any obligation under this Agreement, or if audit exceptions are identified, the Division may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment until satisfactory resolution of the default or exception.

6.4.1.5 The Division will not pay the Qualified Vendor:

6.4.1.5.1 For services that exceed the authorization.

6.4.1.5.2 For services performed prior to or after the term of the Agreement.

6.4.1.5.3 For services delivered prior to licensing if licensing is required.

6.4.1.5.4 For services delivered prior to required certification including but not limited to certification as a Home and Community Based Service provider.

6.4.1.5.5 For services delivered prior to AHCCCS registration.

6.4.1.6 Claims by the Qualified Vendor shall be submitted to the Division on the Division's approved Billing Documents and in the format required by the Division, AHCCCS or the Federal government under the electronic submission requirements of the HIPAA of 1996.

6.4.1.7 The Division is not obligated to pay for services provided without prior authorization. Claims for services delivered must be initially received by the Division not later than nine (9) months after the last date of service shown on the claim. A resubmitted claim shall not be considered for payment unless it is received by the Division as a clean claim not later than twelve (12) months after the last date of service shown originally on the claim.

6.4.1.8 For the purpose of determining the date of receipt of a claim, the date of receipt is the date the Division receives the claim. Only claims received by the Division in accordance with the provisions of this section will be considered for payment.

6.4.1.9 The Qualified Vendor must obtain any necessary authorization from the Division or AHCCCS for services provided to members and shall comply with encounter reporting and claims submission requirements of the Division and AHCCCS.

6.4.1.10 Corrections to claims submitted to the Division in which an underpayment was made due to either billing errors or an error on the part of the Division when paying must be made within a twelve (12) month period of time following delivery of service. Underpayment billing corrections will not be considered beyond twelve (12) months from service delivery.

6.4.2 Applicable Taxes.

6.4.2.1 *Payment of Taxes*

The Qualified Vendor shall be responsible for paying all applicable taxes.

6.4.2.2 *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 responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

6.4.2.3 *Tax Indemnification*

The Qualified Vendor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Qualified Vendor. The Qualified Vendor shall, and 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.

6.4.2.4 *Arizona Substitute W-9 Form*

In order to receive payment under the Agreement, the Qualified Vendor shall have a current Arizona Substitute W-9 Form on file with the State of Arizona and shall submit an Arizona Substitute W-9 upon request by the Division. An Arizona Substitute W-9 will need to be submitted if there are any changes to the Qualified Vendor's address, name, telephone number or other information. A copy of this Arizona Substitute W-9 form can be found at the Arizona Department of Administration's General Accounting Office website at www.gao.az.gov.

6.4.3 Availability of Funds.

The Department may adjust payment authorizations, adjust prior service authorizations, or terminate this Agreement, in whole or in part, without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds.

6.4.3.1 Reduction in Appropriations.

If the State Legislature reduces the appropriations to the Department or Division resulting directly or indirectly in a decrease in funding for goods and service that are subject to this Agreement the State may take any appropriate action, including but not limited to the following actions:

- Post revised rates in the *RateBook*;
- Cancel the Agreement;
- Cancel the Agreement and re-solicit the requirements.

6.4.4 Certification of Cost or Pricing Data.

By signing the Qualified Vendor Application, Agreement, Agreement Amendment or other official form, the Qualified Vendor is certifying that, to the best of the Qualified Vendor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Qualified Vendor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when Agreement rates are set by law or regulation.

6.4.5 Fees and Program Income.

6.4.5.1 The Qualified Vendor shall impose no fees or charges of any kind upon members for services authorized under this Agreement; this prohibition includes but is not

limited to seeking indemnification, release, or other contract rights from the member.

6.4.5.2 The Qualified Vendor shall not submit a claim, demand, or otherwise collect payment from a member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCCS or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a member claiming to be ALTCS eligible without first receiving verification from the AHCCCS that the member was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).

6.4.5.3 The Division shall collect Client Share of Cost as described in A.A.C. R6-6-1201 *et seq*. The Qualified Vendor may not collect this amount from members.

6.4.5.4 Members may be assessed a cost sharing requirement in the form of a co-payment for certain medical services (A.A.C. R9-22-711). Residential Qualified Vendors may need to facilitate payment of this charge from client trust fund accounts.

6.4.6 Levels of Service.

6.4.6.1 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer members as may be identified or specified herein. Further, it is understood and agreed that this Agreement is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources.

6.4.6.2 Any administration within the Department may obtain services under this Agreement.

6.4.6.3 The Division makes no guarantee to purchase all of the service capacity or to provide any number of referrals.

6.4.6.4 Any change in member residential placement requires approval by the appropriate Division District Administration. The Division reserves the authority to make any and all determinations regarding member need. Except in an emergency need situation, changes in residential placement require sixty (60) day written prior notification by either the Qualified Vendor or the Division of Developmental Disabilities.

6.4.7 Payment Recoupment.

6.4.7.1 The Qualified Vendor shall reimburse the Division upon demand or the Division may deduct from future payments the following:

6.4.7.1.1 Any amounts received by the Qualified Vendor from the Division for Agreement services that have been inaccurately reported or fail to meet payment requirements;

6.4.7.1.2 Any amounts paid by the Qualified Vendor to a subcontractor if the Qualified Vendor entered into the subcontract without advance notice to the Division;

6.4.7.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these terms and conditions;

6.4.7.1.4 Any amounts paid by the Division for services that duplicate services covered or reimbursed by other specific grants, contracts, or payments;

6.4.7.1.5 Any amounts paid to the Qualified Vendor or reimbursed in excess of the Agreement or service reimbursement ceiling;

6.4.7.1.6 Any amounts paid to the Qualified Vendor that are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions;

6.4.7.1.7 Any payments made for services rendered before the Agreement date or after the Agreement termination date (whether in whole or in part); and

6.4.7.1.8 Any amount paid to the Qualified Vendor by the Division that is identified as a financial audit exception.

6.4.8 Reporting Requirements.

6.4.8.1 Unless otherwise provided in this Agreement, reporting shall adhere to the following schedule: no later than the thirtieth (30th) day following the end of each month during the Agreement term, the Qualified Vendor shall submit required programmatic and financial reports to the Division in the form set forth in the Agreement or as required by the Division. Failure to submit accurate and complete reports by the thirtieth (30th) day following the end of a month may result, at the option of the Division, in delay of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of the Division, in a termination of the Agreement.

6.4.8.2 No later than the forty-fifth (45th) day following the termination of this Agreement, in whole or in part, the Qualified Vendor shall submit to the Division a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Division, in forfeiture of final payment. Following the end of each Agreement term, the Qualified Vendor shall submit programmatic and financial reports to the Division

in the form set forth in the contract no later than the forty-fifth (45th) day following the end of the each Agreement term. The final fiscal report for the Agreement term shall include all adjustment to prior financial reports submitted for the Agreement term.

6.4.8.3 All records or other documentation supplied to the Division by the Qualified Vendor shall contain the Qualified Vendor number, Agreement number, name of the entity, and be submitted to the person designated by the Division.

6.4.8.4 Earned income reports for employment-related services shall be submitted to the Division by the Qualified Vendor no later than the fifteen (15th) day of each month following the service. This also applies to Qualified Vendors who contract with another division to provide employment-related services to the Division's members.

6.4.8.5 The Qualified Vendor shall comply with any other reporting requirements as specified in the Agreement or as required by the Division.

6.4.9 Substantial Interest Disclosure.

6.4.9.1 The Qualified Vendor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization that has a substantial interest in the Qualified Vendor's organization or with which the Qualified Vendor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Qualified Vendor has made a full written disclosure of the proposed payments, including amounts, to the Division.

6.4.9.2 Leases or rental contracts or purchase of real property that would be covered by item 6.4.9.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

6.4.9.3 For the purpose of this section, "relative" shall have the same meaning as in A.R.S. § 38-502, including the definition therein as it may be amended.

6.4.10 Coordination of Benefits; Third Party Liability Determination.

6.4.10.1 When applicable, the Qualified Vendor shall establish and maintain a third party payor identification process.

6.4.10.1.1 The Qualified Vendor shall report to the Division any updates to the member-specific third party liability information within ten (10) business days of learning of the new information.

6.4.10.2 When applicable, the Qualified Vendor shall seek payment from the third party utilizing the AHCCCS-approved Current Procedural Terminology codes (CPT) or Healthcare Common Procedure Coding System ("HCPCS") for the service provider's category of service, up to the amount of liability before submitting a claim to the Division.

6.4.10.3 When submitting a claim to the Division, the Qualified Vendor shall also provide information acceptable to the Division showing the rejection or nonpayment of the claim by the third party. Acceptable information includes, but is not limited to, an "explanation of benefits" form when the third party is an insurance company whose potential liability for the claim arises out of a contract of insurance.

6.4.10.4 In the event the Qualified Vendor receives payment from a third party payor in an amount that meets or exceeds the published rate, the Qualified Vendor shall report the provision of service on the claim document showing no amount due from the Division.

6.4.10.5 To the extent the Division pays all or a portion of a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to the Division all rights it would otherwise have had from the third party or from any other source.

6.4.10.6 AHCCCS rules apply to the coordination of benefits under this Agreement.

6.5 Accountability

6.5.1 Professional Standards.

The Qualified Vendor shall deliver services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Agreement.

6.5.2 Qualified Vendor Code of Conduct.

6.5.2.1 The Qualified Vendor shall subcontract with or utilize only those individuals or organizations that are culturally sensitive, who meet accessibility standards for the disabled, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation or socioeconomic status. Subcontractors and their credentials shall meet all the requirements that apply to the Qualified Vendor.

6.5.2.2 The Qualified Vendor must ensure that its personnel, subcontractors and any other individual utilized by the Qualified Vendor for this Agreement:

- Represent themselves, their credentials, and their relationship to Qualified Vendor accurately to members and others in the community.

- Participate as appropriate in the planning (e.g., ISP) process, including the implementation of plan objectives.
- Maintain consumer privacy and confidential information in conformity with federal and state law, rule, and policy.
- Ensure that all individuals who participate in this Agreement have been trained and have affirmed their understanding of federal and state law, rule, and policy regarding confidential information.
- Ensure that members receiving service are safely supervised and accounted for.
- Act in a professional manner, honor commitments, and treat members and families with dignity and respect.
- Display a positive attitude.
- Absolute zero tolerance for the following: sexual activity with members and family members; employ authority or influence with members and families for the benefit of a third party; exploit the member's trust in the Contractor; or accept any commission, rebates, or any other form of remuneration except for payment by the Contractor.

6.5.2.3 The Qualified Vendor shall avoid any action that might create or result in the appearance of:

6.5.2.3.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Agreement;

6.5.2.3.2 Acting on behalf of the State without appropriate authorization;

6.5.2.3.3 Providing favorable or unfavorable treatment to anyone;

6.5.2.3.4 Making a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

6.5.2.3.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the State; or,

6.5.2.3.6 Loss of impartiality when advising the State.

6.5.3 Personnel.

The Qualified Vendor's personnel must satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this Agreement.

6.5.4 Fingerprinting.

6.5.4.1 The Qualified Vendor shall comply with, and shall ensure that all of the Qualified Vendor's employees, independent contractors, subcontractors, volunteers and

other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to Agreement performance.

6.5.4.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Qualified Vendor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to Agreement performance. The reference to "juvenile" in A.R.S. § 46-141 shall include "vulnerable adult" as defined in A.R.S. § 13-3623.

6.5.4.3 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department of Public Safety for the purposes of obtaining a state and federal criminal records check pursuant to A.R.S. § 41-1750 and P. L. 92-544 or shall apply for fingerprint clearance card within seven (7) working days of employment.

6.5.4.4 The Qualified Vendor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in the Agreement.

6.5.4.5 The Qualified Vendor shall comply with the Division's Criminal Acts/ Fingerprinting Standards.

6.5.4.6 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Qualified Vendor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

6.5.4.7 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

6.5.4.8 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse or any act of abuse against a vulnerable adult as defined in A.R.S. § 13-3623.

6.5.5 Federally Recognized Native American Tribes or Military Bases Certifications.

Federally recognized Native American tribes or military bases may submit and the Department shall accept certifications that state that no personnel who are employed or who will be employed during the Agreement term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).

6.5.6 Background Checks for Employment through the ADES Central Registry.

If providing direct services to children or vulnerable adults, the following shall apply:

6.5.6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.

6.5.6.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor (subcontracting to provide member direct services) of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.5.6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

6.5.6.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract,

employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.5.6.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES members (clients) after completion and submittal of the Direct Service Position certification if:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

The Certification for Direct Service Position is located at: http://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

6.5.6.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES members (clients).

6.5.6.7 The Qualified Vendor shall comply with the provisions of A.R.S. § 8-804 (as may be amended) and submit the names of each employee, subcontractor, and subcontractor employee, including volunteers, providing direct service to Division members for the Central Registry Background Check. The form for submitting the request is in Section 9, Attachment G of this Agreement located https://www.azdes.gov/main.aspx?menu=96&id=4792 .

6.5.6.7.1 The Qualified Vendor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

6.5.6.7.2 For purposes of this Agreement, references to “juvenile” in A.R.S. § 8-804 shall also include “vulnerable adult” as defined in A.R.S. § 13-3623.

6.5.7 Evaluation.

The Department or third parties may evaluate, and the Qualified Vendor shall cooperate in the evaluation of, Agreement services. Evaluation may assess the quality and impact of services, either in isolation or in comparison with other similar services, and assess the Qualified Vendor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Agreement.

6.5.8 Visitation, Inspection and Copying.

The Qualified Vendor's or any subcontractor's facilities, services, members served, books and records pertaining to the Agreement shall be available for visitation, inspection and copying by the Division and any other appropriate agent of the State or Federal Government. At the discretion of the Division, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Division deems it to be an emergency situation, it may at any time visit and inspect the Qualified Vendor's or any subcontractor's facilities, services, and members served, as well as inspect and copy their Agreement-related books and records.

6.5.9 Supporting Documents and Information.

In addition to any documents, reports or information required by any other section of this Agreement, the Qualified Vendor shall furnish the Division with any further documents and information deemed necessary by the Division in the form requested by the Division to demonstrate that the Qualified Vendor is in compliance with programmatic and Agreement requirements. Upon receipt of a request for information from the Department, the Qualified Vendor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

6.5.10 Monitoring.

6.5.10.1 The Department may monitor the Qualified Vendor or any subcontractor and each shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

6.5.10.2 The Division will monitor the Qualified Vendor's compliance with the Agreement as deemed necessary by the Division. Monitoring may also be conducted, at reasonable times, by members, parents, member representatives, representatives of the Developmental Disabilities Advisory Council, and other recognized, on-going advocacy groups for persons with developmental disabilities. The Qualified Vendor shall adhere to all related policies and procedures the Division deems appropriate to adequately evaluate the quality and impact of services and to establish on-going monitoring of service performance. The Division reserves the right to monitor the actual provision of services for compliance with the Division Programmatic Standards and to conduct investigations in accordance with the

Division Investigation Standards and to verify staffing levels as authorized by the Division District Administration.

6.5.10.3 If the Division requires the Qualified Vendor to implement a corrective action plan, and the approved plan requires it, the Qualified Vendor shall notify all current and prospective members that they are operating under a corrective action plan.

6.5.11 Utilization Control/Quality Assurance.

6.5.11.1 The Qualified Vendor shall, at all times during the term of this Agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 C.F.R. Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:

6.5.11.1.1 Completing statistical or program reports as requested by the Division;

6.5.11.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;

6.5.11.1.3 Making records available upon request;

6.5.11.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and

6.5.11.1.5 Providing program information, upon request, to the Division.

6.5.11.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.

6.5.12 Sanctions Against the Division as a Result of Qualified Vendor Action or Inaction.

6.5.12.1 Sanctions imposed against the Division by AHCCCS for noncompliance with requirements for encounter data reporting, referenced in "Records" of these Terms and Conditions, that would not have been imposed but for the action or inaction of one or more Qualified Vendors, will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

6.5.12.2 Any other sanctions imposed against the Division by AHCCCS in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the action or inaction of one or more Qualified Vendors will

be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

6.5.12.3 Sanctions imposed against the Division by AHCCCS for failure of one or more Qualified Vendors or any subcontractor to submit requested disclosure statements will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

6.5.13 Fair Hearings and Members' Grievances.

6.5.13.1 The Qualified Vendor shall advise all members who receive services of their right, at any time and for any reason, to present to the Qualified Vendor and to the Division any grievances arising from the delivery of services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Division may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

6.5.13.2 If required by the Division, the Qualified Vendor shall maintain a system, subject to review upon request by the Division, for reviewing and adjudicating grievances by members or subcontractors concerning the actual provision of services and payment for same by or on behalf of the Qualified Vendor. This system shall follow the grievance procedure agreed to by AHCCCS and the Division in the current AHCCCS/Division intergovernmental Agreement and the Division rules and policies.

6.5.14 Merger or Acquisition.

6.5.14.1 The Qualified Vendor shall not change ownership and/or taxpayer identification number without the prior written consent of the Division during the term of this Agreement. Consent shall not be unreasonably withheld.

6.5.14.2 A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor shall require prior approval of the Division. In some cases, a new Application may be required.

6.5.15 Disclosure of Bankruptcy Filing and other Material Event.

Qualified Vendors shall immediately notify the Division of any and all filings made under the bankruptcy laws and regulations and promptly provide a copy of the court filing and any subsequent non-procedural Court orders to the Division, including the final order disposing of the bankruptcy. In addition, the Qualified Vendor shall immediately submit an amended Assurances and Submittals, to the Division's Contract Management Unit.

6.5.15.1 The Qualified Vendor shall notify the Division within twenty-four (24) hours, in writing, if the Qualified Vendor: (i) fails to so maintain any representation, comply with any covenant, or perform any duty as provided in this Agreement; (ii) receives notice or becomes aware of a claim or cause of action that would, if valid and enforceable against the Qualified Vendor, violate any provision in this Agreement; or (iii) becomes aware of any Material Event. The notice to the Division shall describe the event or facts that triggered the delivery of the notice.

6.5.16 Federal Database Checks.

6.5.16.1 The Division will not and the Qualified Vendor shall not employ or contract with any individual who has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 Code of Federal Regulations ("C.F.R.") § 438.610(a) and (b), 42 C.F.R. § 1001. 1901(b), 42 C.F.R. § 1003. 102(a)(2)]. The Division is obligated under 42 C.F.R. § 455.436 to screen all Qualified Vendors and the Qualified Vendor is obligated to screen all employees, contractors, and/or subcontractor employees providing Agreement services to determine whether any of them have been excluded from participation in Federal health care programs by checking the following Federal databases:

1. The List of Excluded Individuals/Entities ("LEIE") no less frequently than monthly (http://oig.hhs.gov/exclusions/)

2. The System for Award Management ("SAM") no less frequently than monthly (https://www.sam.gov/portal/public/SAM/),

3. And any other such databases that may be prescribed.

6.5.16.2 The Qualified Vendor shall maintain the Federal Database Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

6.5.17 Fraud and Abuse.

6.5.17.1 If the Qualified Vendor discovers, or is made aware, that an act of suspected fraud or abuse has occurred or been alleged, the Qualified Vendor shall immediately report the incident or allegation to the Division as well as to the AHCCCS, Office of the Inspector General. The Qualified Vendor shall refer to the Division's Provider Manual for guidance.

6.6 Agreement Changes

The Division may change the Agreement by posting a proposed amendment for thirty (30) days of review and comment. The amendment then requires signature by both parties in order for the Agreement to continue; however, amendments reflecting changes in law or generally applicable policies and procedures shall become a part of this Agreement without signature by the parties. If an amendment requires the signature of the Qualified Vendor, and the Qualified Vendor fails to sign and return the amendment in the form and within the timeframe specified by the Division, the Division may terminate the Agreement, in whole or in part. The Qualified Vendor may request a change to its Application and, upon approval by the Division; the change will become part of the ongoing Agreement.

6.6.1 Unauthorized Amendments.

Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Qualified Vendor are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement amendments, shall be void and without effect, and the Qualified Vendor shall not be entitled to any claim under this Agreement based on those changes.

6.6.1.1 The Division may withdraw a proposed amendment, in whole or in part, before it becomes effective, if it is determined to be in the best interest of the State.

6.6.2 Updating Information and Amending a Qualified Vendor Application.

6.6.2.1 The Qualified Vendor shall update in QVADS the general information section of the vendor contract information component, the assurances and submittal form and associated submittals, the program description section of the detail information component, and administrative and service sites as necessary to ensure that the information is current and accurate. These changes are Vendor-initiated Application amendments. Application amendments that require approval by the Division are indicated in the electronic submittal process for QVADS and do not become effective unless approved.

6.6.2.2 The Qualified Vendor shall update all other information in QVADS as necessary to ensure that the information is current and accurate.

6.6.2.3 If the Division finds that the information provided in the original Application or as an update to the application is materially inaccurate, and the Qualified Vendor fails to correct such information within the time specified in a notice from the Division, such failure may be cause for termination of the Agreement, in whole or

in part. The Division may delete the information from the directory until a correction is provided or the Agreement is terminated.

6.6.2.4 A Qualified Vendor seeking to add a service to its Agreement shall submit a request to the Division and if approved, the new service becomes part of the vendor's Agreement.

6.6.3 Subcontracts.

6.6.3.1 The Qualified Vendor shall not enter into any subcontract for direct services under this Agreement without advance notice to the Division.

6.6.3.2 Prior to adding a subcontractor to the Agreement, the Qualified Vendor shall submit a formal, written statement to the Contracts Manager. The statement shall:

6.6.3.2.1 Be on the Qualified Vendor's company letterhead;

6.6.3.2.2 Be signed by an authorized signatory of the Qualified Vendor; and

6.6.3.2.3 Contain the following information:

a. The subcontractor's name, address, phone number, e-mail address, and primary point of contact;

b. The certifications required of the subcontractor (if any);

c. The type of services to be provided by the subcontractor;

d. The amount of time or effort (as a percent of the total Agreement performance) that the subcontractor will perform in relation to total performance of the Agreement's requirements; and

e. A description of the quality assurance measures that the Qualified Vendor shall use to monitor the subcontractor's performance.

6.6.3.3 The State reserves the right to request additional information deemed necessary about any proposed subcontractor, and the right to require the Qualified Vendor to delay performance of the subcontract until the State determines that the subcontracting relationship is consistent with the requirements of this Agreement

6.6.3.4 The subcontract shall incorporate by reference the entirety of this Agreement and the AHCCCS Minimum Subcontract Provisions; for information regarding those provisions, see www.azahcccs.gov/commercial/default.aspx.

6.6.3.5 The Qualified Vendor shall provide copies of each subcontract with a subcontractor relating to the provision of Agreement services to the Division within five (5) business days of the request.

6.6.3.6 The Qualified Vendor shall be legally responsible for Agreement performance whether or not subcontractors are used.

6.6.3.7 No subcontract may operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by any subcontractor conform to the provisions of this Agreement.

6.6.4 Assignment and Delegation.

The Qualified Vendor shall not assign any right nor delegate any duty under this Agreement.

6.7 Risk and Liability

6.7.1 General Indemnification.

The Qualified Vendor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities 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 caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Qualified Vendor 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 Qualified Vendor 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 Qualified Vendor from and against any and all claims. It is agreed that Qualified Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Qualified Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Qualified Vendor for the State of Arizona.

6.7.1.1 This indemnity shall not apply if the Qualified Vendor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.7.2 Indemnification - Patent and Copyright.

To the extent permitted by A.R.S. §§ 41-621 and 35-154, the Qualified Vendor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Agreement performance or use by the State of materials furnished or work performed under this Agreement. The State will notify the Qualified Vendor of any claim for which it may be liable under this section.

6.7.3 Force Majeure.

6.7.3.1 Except for payment of sums due for services rendered in accordance with the terms of the Agreement, neither party shall be liable to the other nor deemed 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, 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.

6.7.3.2 Force majeure shall not include the following occurrences:

6.7.3.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.7.3.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.7.3.2.3 Inability of either the Qualified Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.7.3.3 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 business 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 section, 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 Agreement 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.

6.7.3.4 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.

6.7.4 Third Party Antitrust Violations.

The Qualified Vendor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Qualified Vendor toward fulfillment of this Agreement.

6.7.5 Predecessor and Successor Agreements.

The execution or termination of this Agreement, in whole or in part shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this Agreement or a prior Agreement with the Qualified Vendor.

6.7.6 Insurance.

6.7.6.1 *Insurance Requirements*

6.7.6.1.1 Qualified Vendor and subcontractors shall procure and maintain until all of their obligations 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 the Qualified Vendor, his agents, representatives, employees or subcontractors.

6.7.6.1.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Qualified Vendor from liabilities that might arise out of the performance of the work under this Agreement by the Qualified Vendor, its agents, representatives, employees or subcontractors, and Qualified Vendor is free to purchase additional insurance.

6.7.6.1.3 Minimum Scope and Limits of Insurance: Qualified Vendor shall provide coverage with limits of liability not less than those stated below:

6.7.6.1.3.1 *Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

a. For Qualified Vendors of Occupational, Physical or Speech Therapy services:

Coverage	Minimum Limits
• General Aggregate	$2,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability (Damage to Rented Premises)	$ 50,000
• Each Occurrence	$1,000,000

1. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor".* Such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement.

2. The policy shall contain a waiver of subrogation endorsement in favor of 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 Qualified Vendor.

3. Commercial General Liability may be satisfied if the Commercial General Liability policy is combined with the Professional Liability policy (item 6.7.6.2.3.4 below), provided that the Commercial General Liability coverage is written on an occurrence basis, and certified with the required coverage, limits and endorsements required for Section 6.7.6.2.3.1. If written with the Professional Liability policy, the Commercial General Liability section shall have separate limits from the Professional Liability.

b. For all other Qualified Vendors:

Coverage	Minimum Limits
• 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 (Damage to Rented Premises)	$ 50,000
• Each Occurrence	$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation. This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the Professional Liability.

2. The Qualified Vendor must provide the following statement on their certificate(s) of insurance: Sexual Abuse/Molestation Coverage in included.

3. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor".* Such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement.

4. The policy shall contain a waiver of subrogation endorsement if favor 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 Qualified Vendor.

6.7.6.1.3.2 *Business Automobile Liability*

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

a. Combined Single Limit (CSL) $1,000,000

1. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor, involving automobiles owned, leased, hired or borrowed by the Qualified Vendor".* Such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this Agreement.

2. The policy shall contain a waiver of subrogation endorsement in favor of 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 Qualified Vendor.

3. Policy shall contain a severability of interests provision.

4. This section, **Business Automobile Liability**, shall not be applicable in the event the Qualified Vendor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of the Agreement or if the utilization is only for commuting purposes. The term "commuting purposes" means a vehicle is used to travel from the Qualified Vendor's home to its principal place of business or to one designated location. The Qualified Vendor electing to utilize their vehicle solely for commuting purposes shall submit a request to the Division for a Business Automobile Liability Waiver. In the event the Qualified Vendor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Agreement or it utilizes it for other than commuting purposes under the Agreement, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization changed.

6.7.6.1.3.3 *Worker's Compensation and Employers' Liability*

a. Worker's Compensation — Statutory

b. Employer's Liability

Coverage	Minimum Limits
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

i. Policy shall contain a waiver of subrogation endorsement in favor of 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 Qualified Vendor.

ii. This requirement shall not apply to the Qualified Vendor or subcontractor exempt from the provisions of A.R.S. § 23-901. To claim this exemption, the Qualified Vendor or subcontractor shall submit a request to the Division for the appropriate waiver (Sole Proprietor Waiver or Independent Contractor Agreement) form.

6.7.6.1.3.4 *Professional Liability (Errors and Omissions Liability)*

Basis	Minimum Limits
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, the Qualified Vendor warrants

that any retroactive date under the policy shall precede the effective 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.

b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this Agreement.

6.7.6.1.4 For assistance, a Qualified Vendor may contact the Department of Insurance Market Assist hotline at 602-364-3100. The Qualified Vendor may obtain assistance with sources for Business Automobile Liability to comply with this Agreement and should specify the limit required as well as the Qualified Vendor's status with the Division.

6.7.6.1.5 *Additional Insurance Requirements*

6.7.6.1.5.1 The policies shall include, or be endorsed to include, the following provisions: *The State of Arizona and the Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement as provided by A.R.S. § 41-621 (E).*

6.7.6.1.5.2 The Qualified Vendor's insurance coverage shall be primary insurance with respect to all other available sources.

6.7.6.1.5.3 Coverage provided by the Qualified Vendor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.7.6.1.6 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, 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 Contract Management Unit, Business Operations, Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, AZ, 85005-6123, and shall be sent by certified mail, return receipt requested.

6.7.6.1.7 Acceptability of Insurers: Insurance shall be placed with duly licensed or approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A-VII or dually authorized to transact insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Qualified Vendor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool ("SSCIP") or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If the Qualified Vendor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

6.7.6.1.8 *Verification of Coverage*

6.7.6.1.8.1 The Qualified Vendor shall furnish the State of Arizona 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 on its behalf.

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

6.7.6.1.8.3 All certificates required by this Agreement shall be sent directly to:

Contract Management Unit
Business Operations – Site Code 791A
Arizona Department of Economic Security
Division of Developmental Disabilities
P.O. Box 6123
Phoenix, Arizona 85007

The State of Arizona Project/Agreement number (the Qualified Vendor Application and Agreement Award Number) and Project Description ("RFQVA DDD 710000") shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, copies of all insurance policies required by this Agreement at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION OR TO THE DES OFFICE OF PROCUREMENT.**

6.7.6.1.9 Subcontractors: Qualified Vendors' certificate(s) shall submit a listing of all subcontractors performing member direct services and include all subcontractors as insured under its policies **or** Qualified Vendors shall furnish/submit to the State of Arizona separate certificates and endorsements for each subcontractor

associated with the Agreement award. All insurance coverage for subcontractors shall be subject to the minimum requirements identified above.

6.7.6.1.9.1 Qualified Vendors that utilize subcontractors to provide Developmental Home services will be exempt from providing separate certificates and endorsements if the Qualified Vendor enters into a separate Agreement between the Qualified Vendor, the Developmental Home subcontractor and the Division. Such Agreement shall provide for the Developmental Home subcontractor to be covered under the Provider Indemnity Program ("PIP"). A sample format for the Agreement may be found on the Division's website at https://www.azdes.gov/ddd/.

6.7.6.1.10 Approval: Any modification or variation from the *insurance requirements* in this Agreement shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment, but may be made by administrative action.

6.7.6.1.11 Exceptions: In the event the Qualified Vendor or subcontractor(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 Qualified Vendor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that the Qualified Vendor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 6.7.6 above, the Qualified Vendor may request that the insurance requirements be modified pursuant to Section 6.7.6.1.10 provided that such request be delivered in writing to the Department as early as possible but in no event not less than ten (10) days prior to Agreement execution. The Qualified Vendor shall include with such request Qualified Vendor's justification for the modification with supporting documentation.

As provided in Section 6.7.6.1.10, the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the Department of Economic Security's Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved are done so on a case-by-case basis and shall not affect the insurance requirements for other Qualified Vendors for whom the modifications have not been approved. If a Qualified Vendor's request has not been approved or the Qualified Vendor fails to deliver its request prior the applicable deadline, then the Qualified Vendor shall be required to comply fully with the insurance requirements set forth in Section 6.7.6 above.

6.8 Warranties

6.8.1 Year 2000.

6.8.1.1 Notwithstanding any other warranty or disclaimer of warranty in this Agreement, the Qualified Vendor warrants that all products delivered and all services rendered under this Agreement shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Agreement. In addition, the defense of *force majeure* shall not apply to the Qualified Vendor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

6.8.1.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Agreement, the Qualified Vendor warrants that each hardware, software, and firmware product delivered under this Agreement shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Agreement properly exchanges date-time data with it. If this Agreement requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Agreement. In addition, the defense of *force majeure* shall not apply to the failure of the Qualified Vendor to perform any specification requirements as a result of any date-related data Year 2000 issues.

6.8.1.3 The Qualified Vendor warrants that all services provided under this Agreement shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Qualified Vendor shall not relieve the Qualified Vendor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Qualified Vendor's expense, require prompt correction of any services failing to meet the Qualified Vendor's warranty herein. Services corrected by the Qualified Vendor shall be subject to all of the provisions of this Agreement in the manner and to the same extent as the services originally furnished.

6.8.2 Compliance with Applicable Laws.

6.8.2.1 The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Qualified Vendor shall maintain all applicable licenses and permit requirements.

6.8.2.2 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; Agreements; limitation), as applicable, all members who receive Agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

6.8.2.3 The Qualified Vendor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 (as may be amended).

6.8.2.4 The Qualified Vendor shall comply with the requirements in A.R.S. § 46-454 related to reporting to a peace office or to a protective services worker any reason to believe that abuse, neglect, or exploitation of a vulnerable adult has occurred.

6.8.2.5 The Qualified Vendor shall comply with P.L. 101-121, Section 319 (21 U.S.C. Section 1352) (as may be amended) and 29 C.F.R. Part 93 (as may be amended) which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Qualified Vendor, its employees or agents, shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

6.8.2.6 The Qualified Vendor shall cooperate with all Division investigations, including investigations pursuant to A.R.S. § 36-557(G)(3) that involve danger to the health and safety of a Division member. This includes notification to the Division of all complaints involving a member.

6.8.2.7 The Qualified Vendor and any subcontractor shall comply with all applicable Federal laws, rules, regulations and policies, including Title XIX of the Social Security Act, the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35), Title 42 of the C.F.R., and Title 45 C.F.R., Parts 74 and 96. If the Qualified Vendor receives Title XX funds, the Qualified Vendor shall comply with The Arizona Title XX Social Services Plan and Section 2352, Title XX Block Grants, of the Omnibus Budget Reconciliation Act of 1981.

6.8.2.8 The Qualified Vendor and any subcontractor shall comply with all applicable licensure, certification, and registration standards established by the Department, the Division, and AHCCCS. The Qualified Vendor and any subcontractor shall

comply with all applicable Arizona law and applicable Department, Division, or AHCCCS administrative rules, policies, procedures, service standards and guidelines of their profession/occupation, including, but not limited to:

6.8.2.8.1 Hiring of ex-offenders;

6.8.2.8.2 Fingerprinting of Qualified Vendor's and any subcontractor's staff;

6.8.2.8.3 Completing of Fire Risk Profile requirements;

6.8.2.8.4 Reporting of unusual incidents involving children and/or adults;

6.8.2.8.5 Implementing program audit implementation plans;

6.8.2.8.6 Participating as a member of the planning (e.g., ISP) team;

6.8.2.8.7 Complying with all policies, procedures and instructions regarding planning documents (e.g., ISPs);

6.8.2.8.8 Submitting to the Division's Support Coordinators copies of the planning document (e.g., ISP) strategies and other required documentation;

6.8.2.8.9 Providing copies of member records, including evaluations and progress reports; and

6.8.2.8.10 Ensuring that all movement of Division members, except in emergency need situations, is coordinated through the planning (e.g., ISP) team. If a member is receiving Title XIX funded services, no member movement shall take place unless it is part of the member's planning document (e.g., ISP).

6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration ("OSHA") regulations regarding blood borne pathogens, 29 C.F.R. 1910.1030.

6.8.2.10 The terms of this Agreement shall be subject to the terms of the intergovernmental Agreement between the Department and AHCCCS for the provision of services to ALTCS members. The Qualified Vendor accepts and agrees to perform the duties and requirements applicable to a provider of services to ALTCS members, including but not limited to performance of the Provider Participation Agreement between AHCCCS and the Qualified Vendor.

6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (P. L. 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than one-hundred twenty (120) days prior to any required compliance date

if the Qualified Vendor is unwilling to or anticipates that it will be unable to comply with any of the requirements of this section. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this Agreement.

6.8.2.12 The Qualified Vendor shall comply with any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, or procedures, or to the intergovernmental agreement between the Department and AHCCCS.

6.8.2.13 By entering into this Agreement, the Qualified Vendor warrants compliance with the federal Immigration and Nationality Act ("INA") and all other state and federal immigration laws and regulations related to the immigration status of its employees. The Qualified Vendor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Division upon request. These warranties shall remain in effect through the term of the Agreement. The Qualified Vendor and its subcontractors shall 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 www.uscis.gov. The Division may request verification of compliance for any Qualified Vendor or subcontractor performing work under the Agreement. Should the Division suspect or find that the Qualified Vendor or any of its subcontractors are not in compliance, the Division 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 Qualified Vendor. All costs necessary to verify compliance are the responsibility of the Qualified Vendor.

6.8.2.14 By entering into this Agreement, the Qualified Vendor warrants compliance with the Deficit Reduction Act of 2005 (P.L. 109-171). Any Qualified Vendor that receives at least $5,000,000 (five million dollars) in Medicaid payments annually shall establish written policies for all employees (including management), and for all employees of any Qualified Vendor or agent of the Qualified Vendor, providing detailed information about false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws. These written policies must include a specific discussion of the foregoing laws and detailed information regarding the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, as well as the rights of employees to be protected as whistleblowers. In addition, the Qualified Vendor must establish a process for training, and train, existing staff and new hires on false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws and the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, and

the rights of employees to be protected as whistleblowers. All training must be conducted in such a manner that can be verified by the Division.

6.8.2.15 The Qualified Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, subsection A. (That subsection 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 warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and the Qualified Vendor may be subject to penalties up to and including termination of the Agreement. Failure to comply with a State audit process to randomly verify the employment records of Qualified Vendors and subcontractors shall be deemed a material breach of the contract and the Qualified Vendor may be subject to penalties up to and including termination of the Agreement. The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Qualified Vendor or subcontractor is complying with the warranty under this paragraph.

6.8.2.16 The Qualified Vendor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 (as may be amended) relating to new hire reporting, A.R.S. § 23-722.02 (as may be amended) relating to wage assignment orders to provide child support, and A.R.S. § 25-535 (as may be amended) relating to administrative or court-ordered health insurance coverage for children.

6.8.3 Advance Directives.

As appropriate, the Qualified Vendor shall comply with Federal and State law on advance directives for adult members. Requirements include:

6.8.3.1 Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the member's right to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the Qualified Vendor has a conscientious objection to carrying out an advance directive, it must be explained in policies. [A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. § 36-3205(C)(1).]

6.8.3.2 Providing written information to adult members regarding a member's right under State law to make decisions regarding medical care and the Qualified Vendor's written policies concerning advance directives (including any conscientious objections).

6.8.3.3 Documenting in the member's medical record as to whether the adult member has been provided the information and whether an advance directive has been created.

6.8.3.4 Not discriminating against a member because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care.

6.8.3.5 Provide education for staff on issues concerning advance directives including notification of direct care providers of services of any advanced directives executed by members to whom they are assigned to provide care.

6.8.4 Advising or Advocating on Behalf of a Member.

The Qualified Vendor shall comply with the requirements under 42 C.F.R. § 438.102 and the intergovernmental Agreement between the Division and AHCCCS. The Division may not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising or advocating on behalf of a member who is authorized to receive services from the provider for the following:

- The member's health status, medical care, or treatment options including any alternative treatment that may be self-administered.
- Any information the member needs in order to decide among all relevant treatment options.
- The risks, benefits, and consequences of treatment or no treatment.
- 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.

6.8.4.1 A Qualified Vendor may provide a member with factual information, but is prohibited from recommending or steering a member in the member's selection of a Qualified Vendor agency or Independent Provider.

6.8.5 Limited English Proficiency.

The Qualified Vendor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency, DES 1-01-34 and any subsequent revisions.

6.8.6 Service Process for Wards of the State.

In the event that an individual calls or appears at a physical location of the Qualified Vendor seeking to render service of process (summons and complaint, petition or subpoena, etc.) upon a minor who is in the physical custody of the Qualified Vendor but is a ward of the State of Arizona, Department of Economic Security, Qualified Vendor agrees not to accept service of that/those document(s) and to refer the individual to the child's Support Coordinator. If, by error, Qualified Vendor or its agent accepts any service of process, a copy shall

immediately be forwarded to the child's Support Coordinator and shall also contain a transmittal memorandum that indicates the date the legal document was received, the person receiving it and the place of service, as well as the child to whom it refers.

6.8.7 Suspension or Debarment.

6.8.7.1 The State may, by written notice to the Qualified Vendor, immediately terminate this Agreement if the State determines that the Qualified Vendor 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. This prohibition extends to any entity which employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity which is debarred, suspended or otherwise excluded from Federal procurement activity. Submittal of an offer or execution of an Agreement shall attest that the Qualified Vendor is not currently suspended or debarred. If the Qualified Vendor becomes suspended or debarred, the Qualified Vendor shall immediately notify the State.

6.8.7.2 The Qualified Vendor shall not be debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.

6.8.7.3 The Qualified Vendor shall not employ, consult, subcontract or otherwise reimburse for services any person or entity that is debarred, suspended or otherwise excluded from public procurement activity. This prohibition extends to any person or entity that employs, consults, subcontracts with or otherwise reimburses for services any person or entity substantially involved in the management of another entity that is debarred, suspended or otherwise excluded from public procurement activity.

6.8.7.4 The Qualified Vendor shall not retain as a director, officer, partner or owner of five (5) percent or more of the Qualified Vendor, any person, or affiliate of such a person, who is debarred, suspended or otherwise excluded from public procurement activity.

6.8.8 Survival of Rights and Obligations after Agreement Expiration or Termination.

All representations and warranties made by the Qualified Vendor under this Agreement shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510 (as may be amended) except as provided in A.R.S. § 12-529 (as may be amended), the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5 (as may be amended).

6.8.9 Certification of Compliance – Anti-Kickback.

By signing this Agreement, the Qualified Vendor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 U.S.C. §§ 1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (P.L. 101-239 and P.L. 101-432) and compensation there from.

6.8.10 Warranty of Services.

The Qualified Vendor, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Agreement.

6.8.11 Certification of Truthfulness of Representation.

By signing this Agreement, the Qualified Vendor certifies the following:

6.8.11.1 That all representations set forth herein are true to the best of its knowledge; and

6.8.11.2 That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Agreement.

6.9 State's Contractual Remedies

6.9.1 Right to Assurance.

The Procurement Officer may, at any time, demand in writing that the Qualified Vendor give a written assurance of intent to perform. Failure by the Qualified Vendor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Agreement under these Terms and Conditions or other rights and remedies available by law or provided by the Agreement. If the Qualified Vendor, at any time believes that it may potentially no longer be able to perform under this Agreement in the immediate future or at any time up to six (6) months into the future, the Qualified Vendor shall provide written notice to the Division informing the Division of the Qualified Vendor's potential inability to perform under this Agreement along with a detailed explanation as to why the Qualified Vendor believes it may not be able to complete performance.

6.9.2 Stop Work Order.

6.9.2.1 The State may, at any time, by written order to the Qualified Vendor, require the Qualified Vendor to stop all or any part of the work called for by this Agreement for a period(s) of days indicated by the State after the order is delivered to the Qualified Vendor, and for any further period to which the parties may agree. The

order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Qualified Vendor 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.

6.9.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Qualified Vendor shall resume work. The Procurement Officer shall make an equitable adjustment in the authorization schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

6.9.3 Non-Exclusive Remedies.

The rights and the remedies of the State set out in this Agreement are not exclusive.

6.9.4 Nonconforming Tender.

Reports or other documents supplied under this Agreement shall fully comply with the Agreement and all applicable law. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply with the Agreement and all applicable law constitutes a breach of Agreement. On delivery of nonconforming reports or other documents, the State may terminate the Agreement for default as defined in Section 6.10.6, Termination for Default, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

6.9.5 Right of Offset.

The State shall be entitled to offset against any sums due the Qualified Vendor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Qualified Vendor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages described in the Agreement Terms and Conditions.

6.9.6 Provisions for Default.

6.9.6.1 In addition to any other remedies available to the Division, if the Qualified Vendor fails to comply with any term of the Agreement, the Division may take one (1) or more of the following actions:

6.9.6.1.1 Withhold payment, in whole or in part;

6.9.6.1.2 Suspend enrollment, which includes (i) suspending new members from enrollment in any services provided by the Qualified Vendor, and (ii) suspending any new services for members currently served by the Qualified Vendor.

6.9.6.1.3 Suspend the Agreement, in whole or in part, by (i) suspending the authority to request addition of new services to the Agreement; (ii) suspending the authority to request modification to current services, (iii) deleting the Qualified Vendor from the Qualified Vendor List; or (iv) enrolling members with another provider.

6.10 Agreement Termination

6.10.1 Cancellation for Conflict of Interest.

Pursuant to A.R.S. § 38-511, the State 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 the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Qualified Vendor receives written notice of the cancellation unless the notice specifies a later time. If the Qualified Vendor is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. § 38-511.

6.10.2 Gratuities.

The State may, by written notice, terminate this Agreement, in whole or in part, if the State determines that employment or a gratuity was offered or made by the Qualified Vendor or a representative of the Qualified Vendor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about Agreement performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Qualified Vendor.

6.10.3 Termination for Convenience.

The State reserves the right, with written notice, to terminate the Agreement, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Qualified Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports

prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State. The Qualified Vendor 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.

6.10.4 Termination upon Request of the Qualified Vendor.

The Qualified Vendor may request termination of the Agreement, in whole or in part, at any time. The Qualified Vendor shall not terminate performance of this Agreement without the prior written consent of the Division. The Qualified Vendor shall provide at least sixty (60) days written notice to the Division setting forth the reasons for requesting termination. Upon determination that termination is appropriate, the Division shall provide written notice of acceptance of such termination and the termination date. Upon termination, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State on demand. The State may, upon termination, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.

6.10.5 Termination for Default.

6.10.5.1 In addition to the rights reserved in the Agreement, the State may terminate the Agreement, in whole or in part, due to the failure of the Qualified Vendor 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 Procurement Officer shall provide written notice of the termination and the reasons for it to the Qualified Vendor. The Department may immediately terminate this Agreement if the Department determines that the health or welfare or safety of service recipients is endangered.

6.10.5.2 The State reserves the right to terminate the Agreement, in whole or in part, when a Qualified Vendor no longer meets the criteria defined in the RFQVA; for non-compliance with the Agreement requirements; or for failure to maintain a valid license, AHCCCS registration or Division certification, as appropriate. The Division shall provide written notice of the termination and the reasons for it to the Qualified Vendor.

6.10.5.3 Upon termination under this section, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State on demand.

6.10.5.4 The State 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 Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor unless the Agreement is terminated solely for the convenience of the State.

6.10.5.5 This Agreement may immediately be terminated if the Department determines that the health or welfare or safety of members is endangered.

6.10.6 Continuation of Performance through Termination.

The Qualified Vendor shall continue to perform, in accordance with the requirements of the Agreement, up to or beyond the date of termination, in whole or in part, as directed in the termination notice or as provided in Section 6.10.7.3 below.

6.10.7 Termination for Any Reason.

6.10.7.1 In the event of termination or suspension of the Agreement by the Department, in whole or in part, such termination or suspension shall not affect the obligation of the Qualified Vendor to indemnify the Department and the State for any claim by any other party against the Department and/or the State arising from the Qualified Vendor's performance of this Agreement and for which the Qualified Vendor would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. § 41-621 *et seq.* or an obligation is unauthorized under A.R.S. § 35-154 (as may be amended), the provisions of this paragraph shall not apply.

6.10.7.2 In the event of early termination, any funds advanced to the Qualified Vendor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, whichever is earlier.

6.10.7.3 In the event the Agreement is terminated, in whole or in part, with or without cause, or expires, the Qualified Vendor shall assist the Division in the transition of members to other Qualified Vendors in accordance with applicable rules and policies. Such assistance and coordination shall include but shall not be limited to:

6.10.7.3.1 Forwarding program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records shall be borne by the Qualified Vendor.

6.10.7.3.2 Notifying of subcontractors and members.

6.10.7.3.3 Facilitating and scheduling medically necessary appointments for care and services.

6.10.7.3.4 Providing all reports set forth in this Agreement.

6.10.7.3.5 Making provisions for continuing all management/administrative services until the transition of members is completed and all other requirements of this Agreement are satisfied.

6.10.7.3.6 If required by the Division, extending performance until suitable arrangements are made by the Division for a replacement Qualified Vendor.

6.10.7.3.7 If required by the Division, at the Qualified Vendor's own expense, assisting in the training of personnel.

6.10.7.3.8 Paying all outstanding obligations for care rendered to members.

6.10.7.3.9 Providing the following financial reports to the Division until the Division is satisfied that the Qualified Vendor has paid all such obligations: (a) a monthly claims aging report by provider/creditor including Incurred But Not Reported (IBNR) amounts; (b) a monthly summary of cash disbursements; and (c) copies of all bank statements received by the Qualified Vendor in the preceding month for Qualified Vendor's bank accounts. All reports in this section shall be due on the fifteenth (15th) day of each succeeding month for the prior month.

6.10.7.4 In the event the Agreement is terminated in part, the Qualified Vendor shall continue the performance of the Agreement to the extent not terminated.

6.10.8 Voidability of Agreement.

This Agreement is voidable and may be immediately terminated by the Department upon the Qualified Vendor becoming insolvent or filing proceedings in bankruptcy or reorganization, or upon assignment or delegation of the Agreement without prior written approval from the Department.

6.11 Agreement Claims and Controversies

Other than protests and claims covered by A.A.C. R6-6-2115 and R6-6-2116, any other claims or controversies under this Agreement shall be resolved according to A.A.C. R6-6-2117.

6.12 Contingency Planning

The Qualified Vendor shall have a contingency plan that addresses the requirements of (1) a Business Continuity Plan ("BCP"), and (2) a Pandemic Performance Plan, as stipulated in Section 6.12.1 and 6.12.2. The Contingency

Plan is subject to the approval of the Division. The Qualified Vendor shall submit any amendment to the plan to the Division within ten (10) business days. The State may require a copy of the plan at any time prior to or post award of an Agreement.

6.12.1 Business Continuity.

6.12.1.1 Each Qualified Vendor shall establish a written BCP that illustrates how the Qualified Vendor shall provide contracted service(s) pursuant to the Agreement in the event of a natural or man-made disaster (e.g., earthquake, flood, catastrophic accident, fire, explosion, gas leak) or any other emergency event which may disrupt routine service delivery (e.g., power outage, disruption of essential utilities, evacuation by authorities). The BCP shall, at a minimum, include the following:

a. Internal emergency notification call-trees, organizational chart, and orders of succession.
b. Checklists to contact and coordinate with police, fire, medical, and other community emergency responders.
c. The Qualified Vendor's emergency points of contact(s) information, communication and reporting protocols with the Division.
d. Plans to respond, restore, and resume business operations as soon as practical and also protecting the life, health, and safety of members and the Qualified Vendor's staff.

6.12.1.2 In addition, the Qualified Vendor shall have contingencies for:

a. The loss of facilities/sites.
b. Electronic/telephone failure at primary place of business.
c. Loss of computer systems/records.
d. A facility evacuation plan that assures the successful evacuation of members and staff.
e. A self-sheltering (i.e., shelter in place) plan which maintains adequate staffing levels, food, water, prescribed medications and equipment that meet the needs of members for the duration of the emergency/disaster event.

6.12.1.3 The BCP shall be specific for each of its Arizona facilities and reference community emergency resources as described in Section 6.12.1.1.

6.12.1.4 The Qualified Vendor shall provide annual BCP training for all staff members.

6.12.1.5 The Qualified Vendor shall conduct BCP exercises, annually.

6.12.1.6 The Qualified Vendor shall review its BCP(s) as needed, amend the plan as required, and train all staff members on any changes to the plan.

6.12.1.7 In the event of a local disaster declaration, an emergency declared by the Governor of Arizona, the President of the United States, or the World Health Organization which makes the performance of any term of this Agreement impossible or impracticable, the Division shall have the authority to:

a. Temporarily void the Agreement(s), in whole or in part, if the Qualified Vendor cannot perform to the standards agreed upon in the initial terms.
b. Implement emergency procurements as authorized by the Director of the Arizona Department of Administration pursuant to A.R.S. § 41-2537 of the Arizona Procurement Code.
c. Reinstate the voided Agreement(s) if the Qualified Vendor can demonstrate ability to resume performance of the Agreement(s).

6.12.1.8 As a result of the provisions contained in Section 6.12.1.7 and subsections (a), (b), or (c) the Division shall not incur any liability with a Qualified Vendor during a disaster or emergency event.

6.12.2 Pandemic Contractual Performance.

6.12.2.1 The State shall require a written Pandemic Performance Plan that illustrates how the Qualified Vendor shall perform up to the Agreement standards in the event of a pandemic (e.g., influenza). At a minimum, the Pandemic Performance Plan shall include:

a. Key succession and performance planning if there is a sudden significant decrease in Qualified Vendor's workforce.
b. Alternative methods to ensure there are services or products in the supply chain.
c. An up to date list of company contacts and organizational chart.

6.12.2.2 The Qualified Vendor shall provide annual training on the Pandemic Performance Plan for all staff members.

6.12.2.3 The Qualified Vendor shall review its Pandemic Performance Plan as needed, amend the plan as required, and train all staff members on any changes to the plan.

6.12.2.4 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, the State shall have the following rights:

a. After the official declaration of a pandemic, the State may temporally void the Agreement(s) in whole or specific sections if the Qualifies Vendor cannot perform to the standards agreed upon.
b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the Arizona Procurement Code.

c. Once the pandemic is officially declared over and/or the Qualified Vendor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Agreement(s).

6.13 Certifications

6.13.1 Lobbying.

The Qualified Vendor shall submit the Certification Regarding Lobbying form, and by so doing, agrees to compliance with 49 C.F.R. Part 20. The Certification Regarding Lobbying form may be found in Section 9 as "Attachment C".

6.13.2 Suspension or Debarment.

In addition to the terms and conditions in Section 6, the Qualified Vendor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form, which may be found in Section 9 as "Attachment D".

6.13.3 Inclusive Qualified Vendor.

The Qualified Vendor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. The Qualified Vendor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Qualified Vendor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of Agreement utilization and how this effort will be administered and managed, including reporting requirements.

6.13.4 Data Sharing.

When determined by the Department that sharing of confidential data will occur with the Qualified Vendor, the Qualified Vendor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Qualified Vendor and each DES Program sharing confidential data. The Data Sharing Request Agreement form may be found in Section 9 as "Attachment E".

ARF-5072 **Consent Agenda Item 5. C.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Cooperative Extension Advisory Board Appointments

Background Information

A.R.S. §3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, *"The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services."*

Each member shall be appointed for a term of two years.

At the Gila County Cooperative Extension Advisory Board meeting of June 5, 2018, it was announced that Board members Fred Jimenez and Twila Cassadore agreed to serve another two-year term of office retroactive from January 1, 2018, through December 31, 2019. At that meeting, David Cook, Diana Hemovich and Albert Hunt submitted their resignations due to time constraints and new priorities. Since the Board of Supervisors will not need to take any action to reappoint Mr. Cook, Ms. Hemovich and Mr. Hunt for the two-year term that began on January 1, 2018, there are currently 3 vacancies. The following individuals have agreed to serve a two-year term of office that began on January 1, 2018, through December 31, 2019. Their term will begin on the day they are appointed by the Board of Supervisors.

Ben Dalmolin and Dorine Prine will represent "principal business" and Mike Henderson will represent "utilizes County agriculture extension services." If approved by the Board of Supervisors, their terms of office will begin on September 11, 2018, through December 31, 2019.

Evaluation

It would be beneficial to the County to retroactively reappoint Mr. Jimenez and Ms. Cassadore for another two-year term of office which began on January 1, 2018, and ends on December 31, 2019. It would also be beneficial to appoint Mr. Dalmolin, Ms. Prine and Mr. Henderson to the Gila County Cooperative Extension Advisory Board for a term beginning on September 11, 2018, through December 31, 2019.

Conclusion

The Board of Supervisors needs to consider re-appointing Fred Jiminez and Twila Cassadore for another two-year term, and appointing Ben Dalmolin, Dorine Prine and Mike Henderson for an initial term on the Gila County Cooperative Extension Advisory Board of Directors.

Recommendation

The Gila County Cooperative Extension Advisory Board recommends that the Board of Supervisors appoint the individuals as listed above.

Suggested Motion

Approval to reappoint or appoint the following individuals to the Gila County Cooperative Extension Advisory Board of Directors: Fred Jimenez and Twila Cassador-reappointment for the term that began on January 1, 2018, through December 31, 2019; and Ben Dalmolin, Dorine Prine and Mike Henderson-appointment to fill 3 vacancies for the term that ends on December 31, 2019.

Attachments

Cooperative Ext. Adv. Board List

GILA COUNTY COOPERATIVE EXTENSION ADVISORY BOARD

(Proposed to BOS on 9-11-18)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Clark Richins (Principal Business)	B	C (02/21/17)	16 years	01/01/17-12/31/18	01/01/17-12/31/18
Fred Jimenez (Utilizes County Ag. Extension Services)	B	C (09/11/18)	5 years, 10 months	01/01/18-12/31/19	01/01/18-12/31/19
Ben Dalmolin (Principal Business)	B	A (09/11/18)	-	09/11/18-12/31/19	01/01/18-12/31/19
Mike Burket (Youth Programs - 4-H)	B	C (02/21/17)	1 year, 7 months	01/01/17-12/31/18	01/01/17-12/31/18
Dorine Prine (Principal Business)	B	A (09/11/18)	-	09/11/18-12/31/19	01/01/18-12/31/19
Mike Henderson (Utilizes County Ag. Extension Services)	B	A (09/11/18)	-	09/11/18-12/31/19	01/01/18-12/31/19
Twila Cassadore (Principal Business)	B	C (09/11/18)	1 year, 2 months	01/01/18-12/31/19	01/01/18-12/31/19

[1] Appointment Information:

A. A.R.S. §3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, "*The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services.*"

B. Each member shall be appointed for a term of 2 years.

C. The University of Arizona, College of Agriculture and Life Sciences, administers all cooperative extension programs throughout the state.

[2] Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B. Supervisory Appointment: Member unrestricted by district.

C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type

A. New Appointment

B. Existing vacancy created by (provide name)

C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-5080 **Consent Agenda Item 5. D.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Mogollon Valley Pit Program Special Event Liquor License Application for September 14 and 15, 2018.

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 (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC 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 non-profit organization has properly completed the application and if the Board of Supervisors approves the application, the Mogollon Valley Pit Program will have used 2 days of the allowable 10 days to serve liquor at a special event in 2018.

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 DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Mogollon Valley Pit Program for a fundraising event to be held on September 14-15, 2018, at the Mary Ellen Randall Horse Arena in Pine.

Attachments

Mogollon Valley Pit Program - Application

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
Job #:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 12).

SECTION 1 Name of Organization, Candidate or Political Party/Govt: Mogollon Valley Pit Program

Name of Licensed Contractor **only** (if any): ~~Mogoll~~

SECTION 2 Non-Profit/IRS Tax Exempt Number: 82-1722543

SECTION 3 Event Location: Mary Ellen Randall Horse Arena

Event Address: 3180 Bradshaw Dr Pine Az 85544

SECTION 4 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: ASPESLAGH (Last) FRANK (First) MARTIN (Middle) 01-13-51 (Date of Birth)
2. Applicant's mailing address: 228 N. Coyote Wy (Street) PAYSON (City) AZ (State) 85541 (Zip)
3. Applicant's home/cell phone: 928 978-8765 Applicant's business phone: (___) _____
4. Applicant's email address: FMAGOLD2@GMAIL.COM

NOTARY

I, (Print Full Name) FRANK M. ASPESLAGH, hereby declare that I am the APPLICANT, I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

X (Signature) _____ Applicant Signature

State of ARIZONA County of GILA
The foregoing instrument was acknowledged before me this 29 (Day) of AUGUST (Month) 2018 (Year)

My commission expires on: 06/21/2019

PAUL ENGLISH NOTARY PUBLIC GILA COUNTY, ARIZONA COM. EXP. 6-21-19

_____ Signature of NOTARY PUBLIC

Individuals requiring ADA accommodations call (602)542-2999

SECTION 5 Will this event be held on a currently licensed premise and within the already approved premises? ☐Yes ☐No
(If yes, Local Governing Body Signature not required)

Name of Business	License Number	Phone (Include Area Code)

SECTION 6 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use
- ☐ Dispense and serve all spirituous liquors under retailer's license
- ☒ Dispense and serve all spirituous liquors under special event
- ☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 7 What is the purpose of this event?

☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

SECTION 8

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
   ☐ Yes ☒ No **(If yes, attach explanation.)**

2. How many special event days have been issued to this organization during the calendar year? 0
   (The number cannot exceed 10 days per year.)

3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?
   ☐ Yes ☒ No **(If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)**

4. 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. Attach an additional page if necessary.

Name Mogollon Valley Pit Program Percentage: 25%
Address 228 N. Coyote Wy, PA/Scw AZ 85211

Name PSFR Percentage: 35%
Address PO Box 67 Pine AZ 85544
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 2 Number of Security Personnel ☒ Fencing ☒ Barriers

Explanation: Temporary and existing fencing with three secured, manned entrances will serve as a barrier to prevent unauthorized entrance into the beer garden

SECTION 9 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

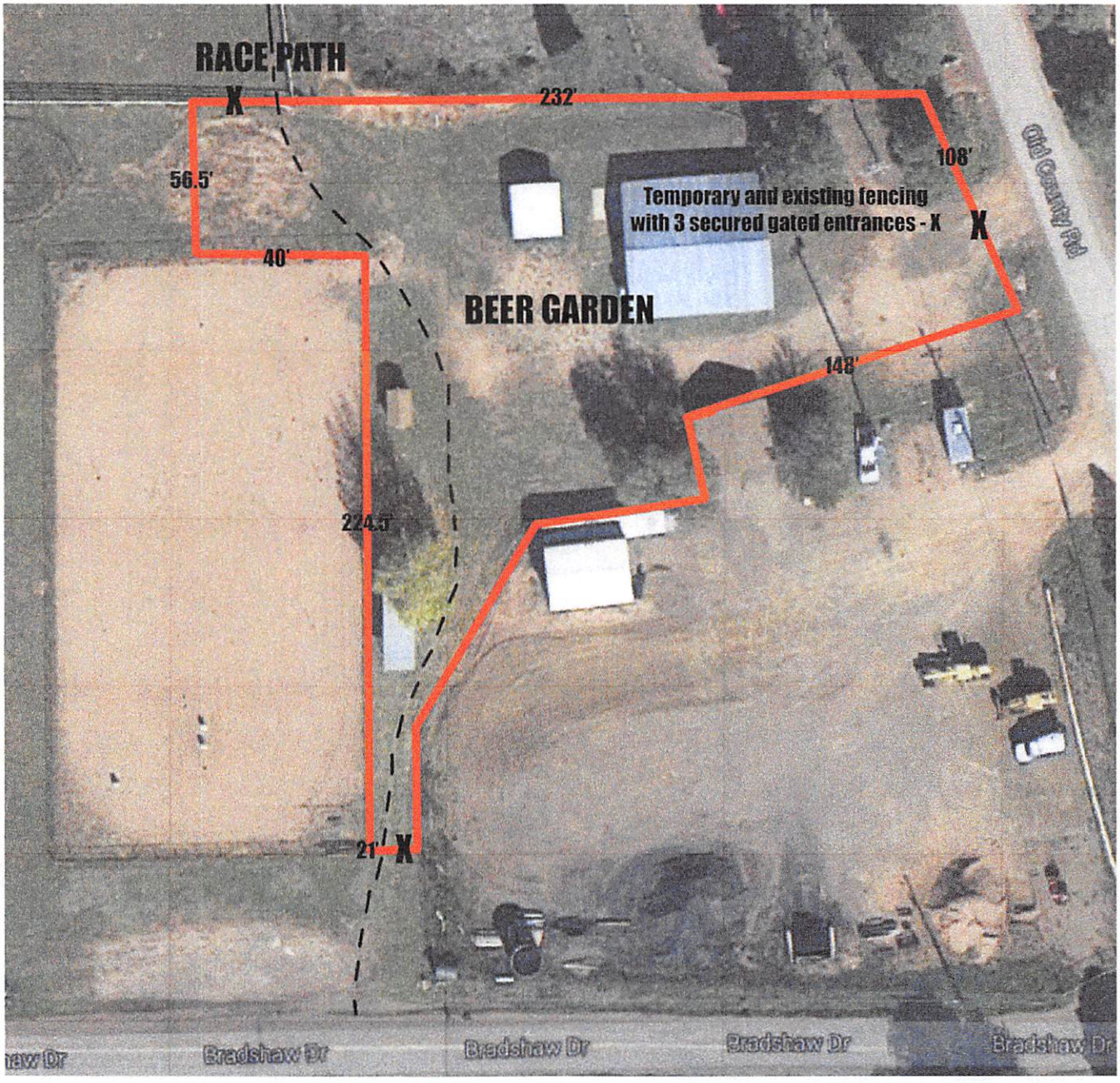
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	Sept 14, 2018	Friday	4 pm	10 pm
DAY 2:	Sept. 15, 2018	Saturday	9 am	6 pm
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

next page

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space 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 position.



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

LOCAL GOVERNING BOARD

Date Received: _____

I, _____ _____ recommend ☐APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

DLLC USE ONLY

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: _____/_____/_____

A.R.S. § 41-1030. <u>Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice</u>

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

ARF-5076 **Consent Agenda Item 5. E.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Reporting Period: July 2018

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region

---

Information

Subject

Payson Regional Justice of the Peace's Office monthly report for July 2018.

Suggested Motion

Acknowledgement of the July 2018 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

July 2018 reports

PAYSON JUSTICE COURT TREASURER'S RECAP

JULY, 2018 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
AZ DPS Forensics Fund	ZADPS	-000-000-2061-00	-2061	$ 482.45	$ 24.12	$ 458.33
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 47.52	$ 2.38	$ 45.14
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	$ 45.35		$ 45.35
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ 95.00	$ 4.75	$ 90.25
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ 5.00	$ 0.25	$ 4.75
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	$ 1,237.75		$ 1,237.75
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 5,803.89	$ 290.19	$ 5,513.70
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	$ 6,900.00	$ 345.00	$ 6,555.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 263.82	$ 13.19	$ 250.63
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 354.44	$ 17.72	$ 336.72
Elected Officials Retirement Plan 6%	ZEORP			$ 150.91	$ 7.55	$ 143.36
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	$ 998.06	$ 49.90	$ 948.16
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 10,809.66	$ 540.48	$ 10,269.18
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 864.37	$ 43.22	$ 821.15
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 25.00	$ 1.25	$ 23.75
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004615	$ 516.88		$ 516.88
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 157.87	$ 7.89	$ 149.98
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 959.93		$ 959.93
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 408.03	$ 20.40	$ 387.63
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 223.00		$ 223.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	$ 678.67	$ 33.93	$ 644.74
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,605.40	$ 80.27	$ 1,525.13
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 1,545.59	$ 77.28	$ 1,468.31
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 193.27	$ 9.66	$ 183.61
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 1.03	$ 0.05	$ 0.98
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 106.20	$ 5.31	$ 100.89
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 646.65	$ 32.33	$ 614.32
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ 4.00	$ 0.20	$ 3.80
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ 13.86	$ 0.69	$ 13.17
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 0.98	$ 0.05	$ 0.93
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	$ 28.55	$ 1.43	$ 27.12
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	$ -	$ -	$ -
Probation Surcharge 2006 ($10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	$ 20.84	$ 1.04	$ 19.80
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ 3,920.76	$ 196.04	$ 3,724.72
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ -	$ -	$ -
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 384.08	$ 19.20	$ 364.88
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	$ 470.79		$ 470.79
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 313.86		$ 313.86
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ -	$ -	$ -
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		$ 381.42	$ 19.07	$ 362.35
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 250.80	$ 12.54	$ 238.26
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 864.99	$ 43.25	$ 821.74
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
Domestic Violence Services Fund	ZDVSF		STATE	$ 100.00	$ 5.00	$ 95.00
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 1,016.19		$ 1,016.19
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 907.65		$ 907.65
Game and Fish - Wildlife	ZGF		STATE	$ 247.90	$ 12.40	$ 235.50
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 932.00	$ 46.60	$ 885.40
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 116.05	$ 5.80	$ 110.25
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ -		$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 44.13	$ 2.21	$ 41.92
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (T.A.R. Police)	ZSLPA		T.A.R. POLICE	$ 10.05	$ 0.50	$ 9.55
TOTALS				$ 45,154.64	$ 1,973.14	$ 43,181.50
			TOTAL ADJUSTED BALANCE VERIFICATION			$ 43,181.50

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/2/18	6220	$ 40,793.18	GILA COUNTY TREASURER
	6221	$ 4,309.99	ARIZONA STATE TREASURER
		$ -	GILA COUNTY BAD CHECK PROGRAM
	6222	$ 41.92	SHERIFF SUSPENDED PLATES AND HURF
		$ -	CITY SUSPENDED PLATES AND HURF
	6223	$ 9.55	T.A.R. SUSPENDED PLATES AND HURF
		$ 45,154.64	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JULY, 2018.

DOROTHY A. LITTLE / PAUL LARKIN, Pro-Tem
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: July 2018

CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	**151**	**4**	**150**	**305**
Filed	**5**	**1**	**26**	**32**
Transferred In	**0**	**0**	**0**	**0**
SUBTOTAL	**156**	**5**	**176**	**337**
Transferred Out	**0**	**0**	**0**	**0**
Other Terminations	**2**	**0**	**26**	**28**
TOTAL TERMINATIONS	**2**	**0**	**26**	**28**
Statistical Correction	0	0	0	**0**
Pending End of Month	**154**	**5**	**150**	**309**

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
252	4	0	**256**	**0**	**6**	**6**	0	**250**

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **1** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
411	329	0	740	0	26	272	298	0	442

Civil Traffic Hearings Held: **2**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed **85** Trans In **0** **TOTAL** **85**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: July 2018

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	539	44	0	**583**	0	48	48	*0*	**535**
Failure to Appear (Non-Traffic)	28	0	0	**28**	0	0	0	*0*	**28**
TOTAL	567	44	0	**611**	0	48	48	0	**563**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **1** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
10	**11**	**0**	21	**0**	**9**	9	0	**12**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **125**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**1**	**1**	2	**2**	0	**0**
TOTAL	1	1	2	2	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: July 2018

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	18	2	124	144
Filed	4	10	18	32
Transferred In	0	0	0	0
SUBTOTAL	22	12	142	176
Transferred Out	0	0	0	0
Other Terminations	4	11	28	43
TOTAL TERMINATIONS	4	11	28	43
Statistical Correction	0	0	0	0
Pending End of Month	18	1	114	133

Small Claims Hearings Held/Defaults: 0

Civil Court Trials Held: 11

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0

Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	13	12	1	13
Harassment	14	11	3	14

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 5

Injunction Against: 3

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 2

Juvenile Hearings Held: 0

Search Warrants Issued: 7

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2018

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	**106**
Serious Violations	**4**
All Other Violations	**403**
TRAFFIC TOTAL	**513**

CRIMINAL WARRANTS OUTSTANDING

Felony	**31**
Misdemeanor	**438**
CRIMINAL TOTAL	**469**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy A. Little
Name of Preparer

8-17-18
Date of Preparation

ARF-5065 **Consent Agenda Item** **5. F.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Reporting Period: Recorder's Office monthly report for July 2018

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office monthly report for July 2018.

Suggested Motion

Acknowledgment of the July 2018 monthly activity report submitted by the Recorder's Office.

Attachments

July

Gila County Recorder

REPORT FOR THE MONTH OF JULY 2018

I, SADIE JO BINGHAM, 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

Bank Deposit

From07/01/2018To07/31/2018

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$2,085.50	
Check	$3,131.00	
Electronic Transfer	$9,510.00	
Total Deposit	$14,726.50	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
5855	Jul 2, 2018	11_Payson_Mon / 5726	$464.50	$464.50		Bank Account
5856	Jul 2, 2018	1_ReceiptStation1_Mon / 5724	$397.00	$397.00		Bank Account
5857	Jul 3, 2018	2_ReceiptStation1_Tue / 5727	$452.00	$452.00		Bank Account
5858	Jul 3, 2018	12_Payson_Tue / 5728	$368.00	$368.00		Bank Account
5860	Jul 5, 2018	14_Payson_Thu / 5729	$454.00	$454.00		Bank Account
5861	Jul 5, 2018	4_ReceiptStation1_Thu / 5730	$649.00	$649.00		Bank Account
5862	Jul 6, 2018	5_ReceiptStation1_Fri / 5732	$630.00	$630.00		Bank Account
5863	Jul 6, 2018	15_Payson_Fri / 5733	$504.00	$504.00		Bank Account
5864	Jul 9, 2018	1_ReceiptStation1_Mon / 5735	$750.00	$750.00		Bank Account
5865	Jul 9, 2018	11_Payson_Mon / 5734	$300.00	$300.00		Bank Account
5866	Jul 10, 2018	2_ReceiptStation1_Tue / 5736	$251.00	$251.00		Bank Account
5867	Jul 10, 2018	12_Payson_Tue / 5737	$699.00	$699.00		Bank Account
5868	Jul 11, 2018	3_ReceiptStation1_Wed / 5738	$461.00	$461.00		Bank Account
5869	Jul 12, 2018	14_Payson_Thu / 5740	$656.00	$656.00		Bank Account
5870	Jul 12, 2018	4_ReceiptStation1_Thu / 5739	$2,366.00	$2,366.00		Bank Account
5871	Jul 13, 2018	5_ReceiptStation1_Fri / 5742	$1,310.00	$1,310.00		Bank Account
5872	Jul 13, 2018	15_Payson_Fri / 5741	$127.00	$127.00		Bank Account
5874	Jul 16, 2018	11_Payson_Mon / 5744	$595.00	$595.00		Bank Account
5875	Jul 17, 2018	2_ReceiptStation1_Tue / 5745	$539.00	$539.00		Bank Account
5876	Jul 17, 2018	12_Payson_Tue / 5746	$380.00	$380.00		Bank Account
5877	Jul 18, 2018	3_ReceiptStation1_Wed / 5747	$516.00	$516.00		Bank Account
5878	Jul 18, 2018	13_Payson_Wed / 5748	$875.00	$875.00		Bank Account
5879	Jul 19, 2018	14_Payson_Thu / 5749	$500.00	$500.00		Bank Account
5880	Jul 19, 2018	4_ReceiptStation1_Thu / 5750	$1,273.00	$1,273.00		Bank Account
5881	Jul 20, 2018	5_ReceiptStation1_Fri / 5752	$895.00	$895.00		Bank Account
5882	Jul 20, 2018	15_Payson_Fri / 5751	$97.00	$97.00		Bank Account
5883	Jul 23, 2018	1_ReceiptStation1_Mon / 5753	$1,759.00	$1,759.00		Bank Account
5884	Jul 23, 2018	11_Payson_Mon / 5754	$551.00	$551.00		Bank Account
5885	Jul 24, 2018	12_Payson_Tue / 5755	$622.00	$622.00		Bank Account
5886	Jul 24, 2018	2_ReceiptStation1_Tue / 5756	$258.00	$258.00		Bank Account
5887	Jul 16, 2018	1_ReceiptStation1_Mon / 5743	$690.00	$690.00		Bank Account
5888	Jul 25, 2018	3_ReceiptStation1_Wed / 5757	$1,236.00	$1,236.00		Bank Account
5889	Jul 25, 2018	13_Payson_Wed / 5758	$619.00	$619.00		Bank Account
5890	Jul 26, 2018	4_ReceiptStation1_Thu / 5760	$122.00	$122.00		Bank Account
5891	Jul 26, 2018	14_Payson_Thu / 5759	$320.00	$320.00		Bank Account
5892	Jul 27, 2018	15_Payson_Fri / 5761	$577.00	$577.00		Bank Account
5893	Jul 27, 2018	5_ReceiptStation1_Fri / 5762	$458.00	$458.00		Bank Account
5894	Jul 30, 2018	1_ReceiptStation1_Mon / 5763	$1,379.00	$1,379.00		Bank Account
5895	Jul 30, 2018	11_Payson_Mon / 5764	$334.00	$334.00		Bank Account
5896	Jul 31, 2018	2_ReceiptStation1_Tue / 5765	$775.00	$775.00		Bank Account
5903	Jul 31, 2018	previousday / 5771	$493.00	$493.00		Bank Account
5924	Jul 10, 2018	previousday / 5795	$17.00	$17.00		Bank Account

cwilliams@ Mon Aug 20 09:32:33 MST 2018

Bank Deposit

From07/01/2018To07/31/2018

Total	$26,718.50	$26,718.50
Non-Deposit Total	($11,992.00)	($11,992.00)
Deposit Total	**$14,726.50**	**$14,726.50**
Total Till Over/Short		$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$2,482.00	($215.00)	$2,267.00
Cash	Cash/Check	$5,216.50	$0.00	$5,216.50
D-1005-120-01-4612-023	Recording Fee (deferred)	$12.00	($12.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$12.00	($12.00)	$0.00
ETransfer	Electronic Transfers	$9,510.00	$0.00	$9,510.00
	Total	**$17,232.50**	**($239.00)**	**$16,993.50**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$24.00	($24.00)	$0.00
	Total	**$24.00**	**($24.00)**	**$0.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($943.00)	($943.00)
1005-120-01-4612-002	Certified Seal	$0.00	($96.00)	($96.00)
1005-120-01-4612-003	Postage	$0.00	($19.00)	($19.00)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($366.00)	($366.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($63.00)	($63.00)
005-120-01-4612-012	Overpayment	$0.00	($13.00)	($13.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($28.00)	($28.00)
1005-120-01-4612-023	Recording Fee	$0.00	($10,645.50)	($10,645.50)
1005-120-01-4612-026	Refunds	$0.00	($162.00)	($162.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($3,688.00)	($3,688.00)
7146-120-01-4612	Mining Fees	$0.00	($5.00)	($5.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($20.00)	($20.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($945.00)	($945.00)
eRecording	eRecording	$9,486.00	($9,486.00)	$0.00
	Total	**$9,486.00**	**($26,479.50)**	**($16,993.50)**
	Total	**$26,742.50**	**($26,742.50)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$5,216.50	$0.00	$5,216.50
	Range Total	**$5,216.50**	**$0.00**	**$5,216.50**

Column1	Column2	Column3	Column4	Column5	Column6	Column610	Column7	Column8	Column9	Column10
Sadie Bingham										
Gila County Recorder										
	FY	2018-2019								
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining Fee 7146	State mining	Interest	Refunds	MISC	Recorder Check to Treasurer
July	1100	$ 3,688.00	$ 12,335.50	$ 945.00	$ 5.00	$ 20.00	$ 0.21	$ (162.00)		$ 16,831.71
Aug										
Sept										
Oct										
Nov										
Dec										
Jan										
Feb										
Mar										
Apr										
May										
June										
										$ -
										$ -
										$ -
Total	1100	$ 3,688.00	$ 12,335.50	$ 945.00	$ 5.00	$ 20.00	$ 0.21	$ (162.00)		$ 16,831.71
Fiscal Year										
All Monies		16831.71								

Account	DS	EPN	Indecomm	Ingeo	IRS	Simplifile
Amount applied	$ 5,168.00	$ 369.00	$ 20.00	$ 824.00	$ 16.00	$ 2,375.00
Amount to come in AUGUST	$ 89.00			$ 85.00	$ 8.00	$ 148.00
	$ 285.00					$ 123.00
Total	$ 5,542.00	$ 369.00	$ 20.00	$ 909.00	$ 24.00	$ 2,646.00

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2018 - 07/31/2018

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(34.00)	0.00	0.00	(34.00)
ADOT	AZ DEPT OF TRANS	(240.00)	0.00	0.00	(240.00)
APS	APS/COPIES	(136.00)	0.00	0.00	(136.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	(43.00)	1.00	0.00	(42.00)
AWC	ARIZONA WATER COMPANY	(53.00)	0.00	0.00	(53.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1,050.80)
AZDWR	ARIZONA DEPARTMENT OF WATER RESOURCES	(100.00)	0.00	0.00	(100.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
BK	BILL KING	(36.00)	176.00	(215.00)	(75.00)
CRSI	Colorado Records Sooner Inc	(73.00)	0.00	0.00	(73.00)
CTS	COMPLETE TITLE SOLUTIONS	(72.00)	1.00	0.00	(71.00)
D2	D2 SURVEYING LLC	(148.00)	96.00	0.00	(52.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	5,542.00	(5,542.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(80.00)	35.00	0.00	(45.00)
EPN	eRecording Partners Network	(1,000.00)	369.00	(369.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(39.00)	17.00	0.00	(22.00)
FARES	CORELOGIC	(2,686.40)	175.00	0.00	(2,511.40)
FATM	FIRST AMERICAN MICROFICHE	(1,738.20)	245.00	0.00	(1,493.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(493.20)	175.00	0.00	(318.20)
GCCD	GILA COUNTY COMMUNITY	164.50	0.00	0.00	164.50

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2018 - 07/31/2018

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
	DEVELOPMENT				
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(102.00)	0.00	0.00	(102.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	20.00	(20.00)	(1,000.00)
Ingeo	Ingeo - eRecording	(1,127.00)	909.00	(909.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	24.00	(24.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(169.00)	0.00	0.00	(169.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	10.00	0.00	(857.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(321.00)	175.00	0.00	(146.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(6,135.00)	1,164.00	0.00	(4,971.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(240.00)	29.00	0.00	(211.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,285.00)	2,646.00	(2,646.00)	(1,285.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,004.20)	8.00	0.00	(996.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
ZILL	ZILLOW	(595.00)	175.00	0.00	(420.00)

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2018 - 07/31/2018

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
Totals		**(26,410.20)**	**11,992.00**	**(9,725.00)**	**(24,143.20)**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 8/20/18

CONTRACT #

GRANT #

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder (120)

BILLING PERIOD July 1-31, 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.120.3400.99		Recording Fee	12173	50
7145.120.3400.99		Recorder Storage	3688	—
7146.120.3400.99		Mining Fee (county)	5	—
7146.120.3400.99		Mining Fee (state)	20	—
7147.120.3400.99		Computer Svs	945	—
1005.120.3660.10		Interest		.21
			16831	.71

Preparer Signature: Title Chief Deputy

Approved Signature: Sadie Bingham Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	16831.71
Total	16831.71

TREASURER By Date 8/21/18

ORIGINAL OFFICE

127483

ARF-5039 **Consent Agenda Item 5. G.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Reporting Period: July 2018

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Esther Canez, Chief Deputy Clerk of the Superior Court

---

Information

Subject

Clerk of the Superior Court's Office Monthly Report for July 2018.

Suggested Motion

Acknowledgment of the July 2018 monthly activity report submitted by Clerk of the Superior Court's Office.

Attachments

Clerk's Report July 2018

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

JULY 2018

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of July 2018.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 2nd day of August, 2018.

ESTHER CANEZ
Chief Deputy

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 8/2/2018 11:06:34 AM

Criteria : From Date : 7/1/2018 To Date :7/31/2018

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$8970.52		($10423.48)		($1452.96)	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$19109.00				$19109.00	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2969.62		$533.22		$3502.84	$175.14
		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	$1254.23		$227.08		$1481.31	$74.07
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	$9.00		$4.00		$13.00	$0.65
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	$72.00		$32.00		$104.00	$5.20
		ZVAPB	30% INTERSTATE COMPACT	$153.00				$153.00	$7.65
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$110.00		$50.00		$160.00	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$68.98		$12.32		$81.30	$4.07
		ZATT	ATTORNEY FEE REIMBURSEMENT	$2197.50				$2197.50	$0.00

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZALTF	AZ LENGTHY TRIAL FUND	$600.00		$120.00		$720.00	$36.00
		ZFEE	BASE FEES (GENERAL FUND)	$6229.80		$1118.67		$7348.47	$367.42
		ZFINE	BASE FINES	$2859.38		$492.60		$3351.98	$167.60
		ZCIEF	CHILDREN ISSUES EDUC FUND	$754.89				$754.89	$37.74
		ZCEF	CLEAN ELECTIONS FUND	$293.49		$34.69		$328.18	$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$50.39		$9.09		$59.48	$2.97
		ZJDET	COUNTY JUV DETENTION	$1277.04				$1277.04	$63.85
		ZCLLF	COUNTY LAW LIBRARY FUND	$2969.56		$533.22		$3502.78	$175.14
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$1395.83		$163.02		$1558.85	$77.94
		ZDNAS	DNA STATE SURCHARGE	$143.27		$20.80		$164.07	$8.20
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1388.08		$283.11		$1671.19	$83.56
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$374.95		$67.38		$442.33	$22.12
		ZDREF	DOMESTIC RELATIONS EDUCATION	$111.38		$30.00		$141.38	$7.07
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	$1715.80		$309.60		$2025.40	$101.27
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$7.90				$7.90	$0.40
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$10.85				$10.85	$0.54

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDGEF	DRUG & GANG ENFORCEMENT FUND	$1.16				$1.16	$0.06
		ZDUIA	DUI ABATEMENT FUND	$156.00				$156.00	$7.80
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$412.10		$111.00		$523.10	$26.16
		ZWITN	EXPERT WITNESS FUND	$720.00		$360.00		$1080.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$117.83				$117.83	$5.89
		ZEXJU	EXTRA JUV PROBATION ASMNT	$171.40				$171.40	$8.57
		ZFAR2	FARE DELINQUENCY FEE	$96.00				$96.00	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$112.91				$112.91	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$205.47		$24.28		$229.75	$11.49
		ZCC	GEN JURIS CONCILIATION COURT	$1711.96		$316.82		$2028.78	$101.44
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$3086.87		$511.67		$3598.54	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$514.47		$85.28		$599.75	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$1543.45		$255.83		$1799.28	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1458.59		$261.89		$1720.48	$86.02

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$3710.70		$666.85		$4377.55	$218.88
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$210.19		$61.25		$271.44	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$390.37		$113.75		$504.12	$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$100.00		$1350.00		$1450.00	$72.50
		ZJS	JUVENILE PROBATION SERV FEES	$706.14		$40.00		$746.14	$37.31
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$385.71		$45.09		$430.80	$21.54
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	$19.08				$19.08	$0.95
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	$16.92		$16.00		$32.92	$1.65
		ZPP	PASSPORT APPLICATION FEES	$2240.00				$2240.00	$112.00
		ZPCOF	PRISON CONSTRUCTION AND	$1093.01				$1093.01	$54.65
		ZPRS6	PROB SURCH 2006	$0.09				$0.09	$0.00
		ZPBA	PROBATION FEE ADULT	$12248.19		$1065.00		$13313.19	$665.66
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$500.00				$500.00	$0.00
		ZRCF	RESOURCE CENTER FUND	$250.40		$45.37		$295.77	$14.79
		ZSMEN	SPOUSAL MAINTENANCE FUND	$121.69		$19.38		$141.07	$7.05

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZSTAT	STATE TREASURER - GENERAL FUND	$0.44				$0.44	$0.02
		ZTECH	TECHNICAL REGISTRATION FUND	$45.00		$15.00		$60.00	$3.00
		ZVAF	VICTIMS ASSISTANCE FUND	$357.00				$357.00	$17.85
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	$29.00		$2.00		$31.00	$1.55
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$140.00		$125.00		$265.00	$13.25
		ZPRS9	ZPRS9	$185.00		$65.00		$250.00	$12.50
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$66.00				$66.00	$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$7264.30		$826.22		$8090.52	$0.00
			Total:	**$95483.90**		**$0.00**		**$95483.90**	**$2921.18**

LESS SHADED AREAS:

Bonds, Restitution, Misc. Trust	-$27265.52
	$68218.38
Hold	+$1452.96
	$69671.34

ARF-5049 **Consent Agenda Item** **5. H.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Reporting Period: Payson Regional Constable's Office Monthly Report for July 2018

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for July 2018

Suggested Motion

Acknowledgment of the July 2018 monthly activity report submitted by the Payson Regional Constable's Office

---

Attachments

July 2018

Terry Phillips
Deputy Constable

Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

July 2018
MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Terry Phillips
Deputy Constable

Kimberly Rust
Constable Clerk

Office of
Payson Regional Constable
Tony McDaniel

July, 2018

Gila County Board of Supervisors
1400 East Ash St
Globe AZ 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **July 2018**, the Payson Regional Constable's Office:

Received a total of **172** papers for service with **234** attempts.

Drove a total of **2450.4** miles.

Collected a total of **$ 2088.72** as follows:

Total Deposited:	$2,088.72
Less Writ Fee (4 @ $5.00 each)	$20.00
Less Refunds:	$85.00
Paid to General Fund:	$1,983.72
Additonal Funds from an IGA from the Town of Paysc	$875.00
Grand Total Paid to General Fund:	**$2,858.72**

Respectfully submitted,

Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

108 W Main St Payson Az 85541 / Phone (928)474-3844

Constable Activity Log - Monthly

Constable: Tony McDaniel
Deputy: Terry Phillips
Constable Clerk: Kimberly Rust
County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 234

Mileage Total: 2450.4

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/19/18	Injunction Against Harassment	J0404CV2018000386	Payson Regional Justice Court	Protected Information	Mark Guthrie	Mark Guthrie / 108 W Main St Payson AZ	Mark Guthrie / 108 W Main St Payson AZ	7/2/18	Served			127.2	Rust
6/28/18	Order to Show Cause	2014CR12075	Payson Magistrate Court	State of Arizona	Michael Hartnett	Michael Hartnett / 108 W Main St Payson AZ (GCSO Jail)	Michael Hartnett / 108 W Main St Payson AZ (GCSO JAIL)	7/2/18	Served				Rust
6/28/18	Order to Show Cause	2015TR943	Payson Regional Justice Court	State of Arizona	Michael Hartnett	Michael Hartnett / 108 W Main St Payson AZ (GCSO Jail)	Michael Hartnett / 108 W Main St Payson AZ (GCSO JAIL)	7/2/18	Served				Rust
6/28/18	Order to Show Cause	2016CR12373	Payson Magistrate Court	State of Arizona	Michael Hartnett	Michael Hartnett / 108 W Main St Payson AZ (GCSO Jail)	Michael Hartnett / 108 W Main St Payson AZ (GCSO JAIL)	7/2/18	Served				Rust
6/29/18	Order to Show Cause	J0404CV2018000407	Payson Regional Justice Court	Protected Information	Althea Smith	Althea Smith / 648 S Moonlight Dr Payson AZ	Althea Smith / 648 S Moonlight Dr Payson AZ	7/2/18	Served				McDaniel
6/29/18	Order to Show Cause	2016CR12065	Payson Magistrate Court	State of Arizona	Saige Born	Saige Born / 16557 N AZ HWY 87 #19 Rye AZ	Saige Born / 16557 N AZ HWY 87 #19 Rye AZ	7/2/18	Served				McDaniel
6/29/18	Order to Show Cause	2018TR52	Payson Regional Justice Court	State of Arizona	Saige Born	Saige Born / 16557 N AZ HWY 87 #19 Rye AZ	Saige Born / 16557 N AZ HWY 87 #19 Rye AZ	7/2/18	Served				McDaniel
6/29/18	Subpoena	2017CR12472	Payson Magistrate Court	State of Arizona	Shawna Daniels	Officer Lee / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/2/18	Served				McDaniel
7/2/18	Order of Protection	J0404CV2018000411	Payson Regional Justice Court	Protected Information	Dillard Brown Jr	Dillard Brown Jr / Unknown	Dillard Brown Jr / 3933 E Hwy 260 #49 Payson AZ	7/2/18	Served				McDaniel
6/29/18	Subpoena	2017CR12472	Payson Magistrate Court	State of Arizona	Shawna Daniels	Jason Eastman/ Protected Information	Jason Eastman/ Protected Information	7/2/18	Served				McDaniel
6/29/18	Subpoena	2017CR12472	Payson Magistrate Court	State of Arizona	Shawna Daniels	Dannielle Davidson / Protected Information	Dannielle Davidson / Protected Information	7/2/18	Served				McDaniel
7/2/18	Hearing Order Injunction Against Harassment	J0404CV2018000408	Payson Regional Justice Court	Protected Information	Donald Reutter	Protected Information	Protected Information	7/2/18	Served				McDaniel
7/2/18	Order of Protection	J0404CV2018000412	Payson Regional Justice Court	Protected Information	James McCarthy	James McCarthy / Unknown	None	7/2/18	Attempted				McDaniel
7/2/18	Summons Eviction Action	2018CV4113FD	Payson Regional Justice Court	Michelle Hale	Jennifer & Larry Hopson	Jennifer & Larry Hopson / 370 E Sringdale Dr Star Valley AZ	Hope Hopson / 370 E Springdale Dr Star Valley AZ	7/3/18	Served			41.8	McDaniel
7/3/18	Child Custody Modification	DO201500207	Gila County Superior Court	Jennifer Barker	Thomas Barker	Jennifer Barker / 807 S Ponderosa Payson AZ	Jennifer Barker / 807 S Ponderosa Payson AZ	7/3/18	Served				McDaniel
7/3/18	Summons Eviction Action	2018CV416FD	Payson Regional Justice Court	Roy Haught	Naomi Butler	Naomi Butler / 190 N Cornerstone Way #4 Star Valley AZ	Naomi Butler / 190 N Cornerstone Way #4 Star Valley AZ	7/3/18	Served				McDaniel
7/3/18	Summons Eviction Action	2018CV417FD	Payson Regional Justice Court	Roy Haught	Cary Smith	Cary Smith / 190 N Cornerstone Way #43 Star Valley AZ	Posted & Certified Mailed / 190 N Cornerstone Way #43 Star Valley AZ	7/3/18	Served				McDaniel
7/3/18	Child Custody Modification	FC2012003880	Maricopa Superior Court	Crystalle Olivo	Ricky Aydelott	Ricky Aydelott / 602 E Bonita St Payson AZ	Ricky Aydelott / 602 E Bonita St Payson AZ	7/3/18	Served				McDaniel
7/5/18	Subpoena	2017CR12478	Payson Magistrate Court	State of Arizona	David Wicks Jr	Mario Barraza / Protected Information	Mario Barraza / Protected Information	7/5/18	Served			120.3	Phillips
7/5/18	Order to Show Cause	2017TR12611	Payson Magistrate Court	State of Arizona	Laini Nash	Laini Nash /8985 W. Stageline Payson AZ	None	7/5/18	Attempted				Phillips
7/5/18	Order to Show Cause	2013TR12439	Payson Magistrate Court	State of Arizona	Laini Nash	Laini Nash / 8985 W. Stageline Payson AZ	None	7/5/18	Attempted				Phillips
7/5/18	Subpoena	J0404TR2018001386	Payson Regional Justice Court	State of Arizona	Falecia Davila	Trooper Zickefoose / 201 N Colcord Payson AZ	DPS Clipboard / 201 N Colcord Payson AZ	7/5/18	Served				Phillips
7/5/18	Subpoena	M0444TR2018012441	Payson Magistrate Court	State of Arizona	Denval Wilson	Officer McAnerny / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/5/18	Served				Phillips
7/5/18	Order to Show Cause	2017CR12509	Payson Magistrate Court	State of Arizona	Kyle Listrom	Kyle Listrom / 404 E Eielweiss Cir Payson AZ	Kyle Listrom / 404 E Eielweiss Cir Payson AZ	7/5/18	Served				Phillips
7/5/18	Order to Show Cause	2017TR12064	Payson Magistrate Court	State of Arizona	Darrell Claiborne Jr	Darrell Claiborne Jr / 502 W Main St Payson AZ	Darrell Claiborne Jr / 502 W Main St Payson AZ	7/5/18	Served				Phillips
7/5/18	Order to Show Cause	201CR12024	Payson Magistrate Court	State of Arizona	Darrell Claiborne Jr	Darrell Claiborne Jr / 502 W Main St Payson AZ	Darrell Claiborne Jr / 502 W Main St Payson AZ	7/5/18	Served				Phillips
7/5/18	Injunction Against Harassment	J0404CV2018000418	Payson Regional Justice Court	Protected Information	Peter McCorry	Peter McCorry / 108 W Main ST (GCSO Jail) Payson AZ	Peter McCorry / 108 W Main ST (GCSO Jail) Payson	7/5/18	Served				McDaniel
7/5/18	Order of Protection	J0404CV2018000412	Payson Regional Justice Court	Protected Information	James McCarthy	James McCarthy / Unknown	None	7/5/18	Served				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel
Deputy: Terry Phillips
Constable Clerk: Kimberly Rust
County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 234

Mileage Total: 2450.4

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/5/18	Order of Protection	J0404CV2018000412	Payson Regional Justice Court	Protected Information	James McCarthy	James McCarthy / Unknown	James McCarthy / 201 W Main St #H Payson AZ	7/5/18	Served				Phillips
6/22/18	Notice to Appear; Petition	JV201800083	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/5/18	Served				McDaniel
7/6/18	Subpoena	CR20176430	Verde Valley Justice Court	State of Arizona	Gabrielle VonMazo	Alice Hall Florence / Protected Information	None	7/6/18	Attempted			149.4	Phillips
7/6/18	Subpoena	CR20176430	Verde Valley Justice Court	State of Arizona	Gabrielle VonMazo	Alice Hall Florence / Protected Information	Alice Hall Florence / Protected Information	7/6/18	Served				Phillips
7/6/18	Injunction Against Harassment	J0404CV2018000422	Payson Regional Justice Court	Protected Information	Mary Martell	Mary Martell / 300 W Bonita St #2 Payson AZ	Mary Martell / 300 W Bonita St #2 Payson AZ	7/6/18	Served				Phillips
7/6/18	Injunction Against Harassment	J0404CV2018000421	Payson Regional Justice Court	Protected Information	Frederick Martell	Frederick Martell / 300 W Bonita #2 Payson AZ	Frederick Martell / 300 W Bonita #2 Payson AZ	7/6/18	Served				Phillips
7/5/18	Order to Show Cause	2016CR12202	Payson Magistrate Court	State of Arizona	Andrew Shannon	Andrew Shannon / 208 W Bonita Payson AZ	None	7/6/18	Attempted				Phillips
7/5/18	Order to Show Cause	2016CR12202	Payson Magistrate Court	State of Arizona	Andrew Shannon	Andrew Shannon / 100 E HWY 260 Payson AZ	Andrew Shannon / 100 E HWY 260 Payson AZ	7/6/18	Served				McDaniel
7/9/18	Response to Child Custody	DO201800211	Gila County Superior Court	Gabriel Martinez	Summer Kelley	Gabriel Martinez / 307 E Phoenix St Payson AZ	Gabriel Martinez / 307 E Phoenix St Payson AZ	7/9/18	Served			41.5	McDaniel
7/9/18	Order to Show Cause	2017TR2412	Payson Regional Justice Court	State of Arizona	Roman Nutter	Roman Nutter / 3655 E AZ HWY 260 #12 Star Valley AZ	None	7/9/18	Attempted				McDaniel
7/9/18	Order to Show Cause	2017TR2673	Payson Regional Justice Court	State of Arizona	Roman Nutter	Roman Nutter / 3655 E AZ HWY 260 #12 Star Valley AZ	None	7/9/18	Attempted				McDaniel
7/9/18	Order to Show Cause	2017CR12262	Payson Magistrate Court	State of Arizona	Kishan Mootilal	Kishan Mootilal / 1804 E Underwood Pason AZ	None	7/9/18	Attempted				McDaniel
7/9/18	Injunction Against Harassment	J0404CV2018000426	Payson Regional Justice Court	Protected Information	Steven Conley	Steven Conley / 260 W Kings Drive Payson AZ	Steven Conley / 260 W Kings Dr Payson AZ	7/9/18	Served				McDaniel
7/9/18	Order to Show Cause	2016TR12194	Payson Magistrate Court	State of Arizona	Blanca Lopez	Blanca Lopez / 616 N Ponderosa #B Payson AZ	None	7/9/18	Attempted				McDaniel
7/9/18	Order to Show Cause	2016TR187	Payson Regional Justice Court	State of Arizona	Blanca Lopez	Blanca Lopez / 616 N Ponderosa #B Payson AZ	None	7/9/18	Attempted				McDaniel
7/9/18	Order to Show Cause	2016TR12194	Payson Magistrate Court	State of Arizona	Blanca Lopez	Blanca Lopez /8125W Gunsight Ridge Payson AZ	None	7/9/18	Attempted				McDaniel
7/9/18	Order to Show Cause	2016TR187	Payson Regional Justice Court	State of Arizona	Blanca Lopez	Blanca Lopez /8125W Gunsight Ridge Payson AZ	None	7/9/18	Attempted				McDaniel
7/9/18	Summons	2018TR12263	Payson Magistrate Court	State of Arizona	Ashley Griffith	Ashley Griffith / 284 W Round Up Way Payson AZ	None	7/9/18	Attempted				McDaniel
7/9/18	Order of Protection	J0404CV2018000428	Payson Regional Justice Court	Protected Information	Larry Hopson Jr	Larry Hopson Jr / Unknown	Larry Hopson Jr / SR 87 & Pine Creek Cyn Rd Pine AZ	7/9/18	Served				McDaniel
7/9/18	Subpoena	M0444TR2018012441	Payson Magistrate Court	State of Arizona	Denval Wilson	Officer Garvin / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Lynch / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Sgt Varga / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Rush / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Oldeschulte / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Meredith / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer McAnerny / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Linkey / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Castaneda / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Cadwell / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Brennan / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel
Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 234

Mileage Total: 2450.4

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Officer Bogatko / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Detective Varga / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Detective Johnson / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Chief Engler / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/9/18	Served				McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	F. Carmack / AZ DPS Crime Lab	Emailed	7/10/18	Served			117.4	McDaniel
7/9/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	H. Townes / AZ DPs Crime Lab	Emailed	7/10/18	Served				McDaniel
7/10/18	Subpoena	2017CR327	Payson Regional Justice Court	State of Arizona	Johniqua De Vargas	Trooper Kjellstrom / 201 N Colcord Payosn AZ	Trooper Richardson / 201 N Colcord Payson AZ	7/10/18	Served				Phillips
7/9/18	Order to Show Cause	2016TR12194	Payson Magistrate Court	State of Arizona	Blanca Lopez	Blanca Lopez /8125W Gunsight Ridge Payson AZ	None	7/10/18	Attempted				Phillips
7/9/18	Order to Show Cause	2016TR187	Payson Regional Justice Court	State of Arizona	Blanca Lopez	Blanca Lopez /8125W Gunsight Ridge Payson AZ	None	7/10/18	Attempted				Phillips
7/10/18	Order to Show Cause	2018TR12410	Payson Magistrate Court	State of Arizona	Kenneth Turner	Kenneth Turner / 150 E Brownsville Flats Rd #6 Tonto Basin AZ	Kenneth Turner / 150 E Brownsville Flats Rd #6 Tonto Basin AZ	7/10/18	Served				Phillips
7/10/18	Order to Show Cause	2018TR961	Payson Magistrate Court	State of Arizona	Kenneth Turner	Kenneth Turner / 150 E Brownsville Flats Rd #6 Tonto Basin AZ	Brownsville Flats Rd #6 Tonto Basin AZ	7/10/18	Served				Phillips
7/10/18	Summons Eviction Action	2018CV430FD	Payson Regional Justice Court	Oscar Culp	Charles & Beth Lauer	Charles & Beth Lauer / 144 E Quail Hollow Dr Payson AZ	Beth Lauer / 144 E Quail Hollow Dr Payson AZ	7/11/18	Served			176.8	McDaniel
7/11/18	Summons Eviction Action	2018CV435FD	Payson Regional Justice Court	Donald Hinds	Jeffery Choate	Jeffery Choate / 606 W Summit St Payson AZ	Cameron Choate / 606 W Summit St Payson AZ	7/11/18	Served				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Stephen Dietrich / Protected Information	Stephen Dietrich / Protected Information	7/11/18	Served				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Stephanie Creasy / Protected Information	Stephanie Creasy / Protected Information	7/11/18	Served				Phillips
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Justine Low / Protected Infomration	None	7/11/18	Attempted				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	John Roberts / Protected Information	John Roberts / Protected Information	7/11/18	Served				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Justine Low / Protected Infomration	Justine Low / Protected Information	7/11/18	Served				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Jack Thiene / Protected Information	Jack Thiene / Protected Information	7/11/18	Served				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Irene Covert / Protected Information	Irene Covert / Protected Information	7/11/18	Served				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Danny Tabanico / Protected Information	Danny Tabanico / Protected Information	7/11/18	Served				Phillips
7/11/18	Subpoena	DO201800188	Gila County Superior Court	Nathan Randau	Farah Wilson	Southwest Behaivoral / 404 E Aero Dr Payson AZ	Eddie Obrien / 404 E Aero Dr Payson AZ	7/11/18	Served				Phillips
7/11/18	Injunction Against Harassment	J0404CV2018000436	Payson Regional Justice Court	Protected Information	Anjelica Johnson	Anjelica Johnson / 7610 N Toya Vista Rd Payson AZ	None	7/11/18	Attempted				McDaniel
7/11/18	Injunction Against Harassment	J0404CV2018000437	Payson Regional Justice Court	Protected Information	Anjelica Johnson	Anjelica Johnson / 7610 N Toya Vista Rd Payson AZ	None	7/11/18	Attempted				McDaniel
7/11/18	Subpoena	DO2011-00007	Gila County Superior Court	Sean Austin	Sarah Edwards	Payson Police Department / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/11/18	Served				Phillips
7/11/18	Injunction Against Harassment	J0404CV2018000434	Payson Regional Justice Court	Protected Information	Brian Myers	Brian Myers / 907 E Phoenix St Payson AZ	None	7/11/18	Attempted				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Michael Piazza / Protected Information	None	7/11/18	Attempted				Phillips
7/11/18	Subpoena	DO2011-00007	Gila County Superior Court	Sean Austin	Sarah Edwards	Gila County Sheriff Office / 108 W Main St Payson AZ	K. Feezor / 108 W Main St Payson AZ	7/11/18	Served				McDaniel
7/11/18	Injunction Against Harassment	J0404CV2018000436	Payson Regional Justice Court	Protected Information	Anjelica Johnson	Anjelica Johnson / 605 W Johnson Payson AZ	Anjelica Johnson / 605 W Johnson Payson AZ	7/11/18	Served				McDaniel
7/11/18	Injunction Against Harassment	J0404CV2018000437	Payson Regional Justice Court	Protected Information	Anjelica Johnson	Anjelica Johnson / 605 W Johnson Payson AZ	Anjelica Johnson / 605 W Johnson Payson AZ	7/11/18	Served				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel
Deputy: Terry Phillips
Constable Clerk: Kimberly Rust
County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 234

Mileage Total: 2450.4

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/11/18	Injunction Against Harassment	J0404CV2018000434	Payson Regional Justice Court	Protected Information	Brian Myers	Brian Myers / 717 W Rim View Payson AZ	Brian Myers / 717 W Rim View Payson AZ	7/11/18	Served				McDaniel
7/9/18	Summons	2018TR12263	Payson Magistrate Court	State of Arizona	Ashley Griffith	Ashley Griffith / 284 W Round Up Way Payson AZ	Ashley Griffith / 284 W Round Up Way Payson AZ	7/11/18	Served				McDaniel
7/9/18	Order to Show Cause	2016TR12194	Payson Magistrate Court	State of Arizona	Blanca Lopez	Blanca Lopez /8125W Gunsight Ridge Payson AZ	None	7/11/18	Attempted				Phillips
7/9/18	Order to Show Cause	2016TR187	Payson Regional Justice Court	State of Arizona	Blanca Lopez	Blanca Lopez /8125W Gunsight Ridge Payson AZ	None	7/11/18	Attempted				Phillips
7/11/18	Subpoena	M0444TR2018012368	Payson Magistrate Court	State of Arizona	Aimee Olinger	Officer Keith / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/11/18	Served				Phillips
7/12/18	Order of Protection	J0404CV2018000440	Payson Regional Justice Court	Protected Information	Michael Evans	Michael Evans / 300 E Springdale Star Valley AZ	Michael Evans / 300 E Springdale Star Valley AZ	7/12/18	Served			185.5	Phillips
7/12/18	Summons & Complaint	2018CV370SC	Payson Regional Justice Court	Brian Thomas Myers	Randee Lundbon	Randee Lundbon / 200 W Aero #3 Payson AZ	None	7/12/18	Attempted				McDaniel
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Michael Piazza / Protected Information	None	7/12/18	Attempted				McDaniel
7/12/18	Summons Eviction Action	2018CV438FD	Payson Regional Justice Court	Tom Kolleck	Traci Tallant	Traci Tallant / 926 N Easy St Payson AZ	Posted & Certified Mailed 926 N Easy St Payson AZ	7/12/18	Served				McDaniel
7/12/18	Summons Eviction Action	2018CV439FD	Payson Regional Justice Court	Alternative Equities	Trevor Thomas & Jami Schnack	Trevor Thomas & Jami Schnack / 300 W Frontier #18 Payson AZ	None	7/12/18	Attempted				McDaniel
7/12/18	Summons & Complaint	2018CV363UN	Payson Regional Justice Court	Citibank	Cody Krause	Cody Krause / 8136 W Stallion Rd Payson AZ	None	7/12/18	Attempted				McDaniel
7/12/18	Summons & Complaint	2018CV364OV	Payson Regional Justice Court	Bank of America	Ruth & J. Zdoe Crull	Ruth & J. Doe Crull / 480 S Rainbow Dr #14 Payson AZ	James Crull / 480 S Rainbow Dr #14 Payson AZ	7/12/18	Served				McDaniel
7/12/18	Summons Eviction Action	2018CV439FD	Payson Regional Justice Court	Alternative Equities	Trevor Thomas & Jami Schnack	Trevor Thomas & Jami Schnack / 300 W Frontier #18 Payson AZ	Posted & Cerified Mailed / 300 W Frontier #18 Payson	7/12/18	Served				McDaniel
7/12/18	Summons & Complaint	2018CV370SC	Payson Regional Justice Court	Brian Thomas Myers	Randee Lundbon	Randee Lundbon / 620 E HWY 260 Payson AZ	Randee Lundbon / 620 E HWY 260 Payson AZ	7/12/18	Served				McDaniel
7/12/18	Summons & Complaint	2018CV363UN	Payson Regional Justice Court	Citibank	Cody Krause & J. Doe Krause	Cody Krause & J. Doe Krause / 8136 W Stallion Rd Payson AZ	Cody Krause / 8136 W Stallion Rd Payson AZ	7/12/18	Served				McDaniel
7/12/18	Summons & Complaint	2018CV82OV	Payson Regional Justice Court	Midland Funding	Paul Sigeti & J. Doe Sigeti	Paul Sigeti & J. Doe Sigeti / 598 Elusive Dr Payson AZ	Rebecca Sigeti / 598 Elusive Dr Payson AZ	7/12/18	Served				McDaniel
7/11/18	Summons & Complaint	CC201836443	West Mesa Justice	Insurance Farmers	Dean Pennington	Dean Pennington / 357 W Meadows Pl Payson AZ	None	7/12/18	Attempted				McDaniel
7/12/18	Summons	J0404TR2018001763	Payson Regional Justice Court	State of Arizona	Keith Larson	Ketih Larson / 609 S McLane Rd Payson AZ	None	7/12/18	Attempted				Phillips
7/12/18	Answer Eviction Action	2018CV438FD	Payson Regional Justice Court	Tom Kolleck	Traci Tannant	Tom Kolleck / 300 N Beeline HWY Payson AZ	Tom Kolleck / 300 N Beeline HWY Payson AZ	7/12/18	Served				Phillips
7/12/18	Request for Hearing	DO201800187	Gila County Superior Court	Tanya Winters	Megan Winters	Megan Winters / 1106 N Beeline HWY Payson AZ	Megan Winters / 1106 N Beeline HWY Payson AZ	7/12/18	Served				McDaniel
7/12/18	Writ of Restitution	2018CV413FD	Payson Regional Justice Court	Michelle Hale	Jennifer & Larry Hopson	Jennifer & Larry Hopson / 370 E Springdale Dr Star Valley AZ	Posted / 370 E Springdale Dr Star Valley AZ	7/12/18	Served				Phillips
7/12/18	Summons	J0404TR2018001763	Payson Regional Justice Court	State of Arizona	Keith Larson	Ketih Larson / 480 W Keye Dr Payson AZ	None	7/12/18	Attempted				Phillips
7/11/18	Summons	M0444TR2018012524	Payson Magistrate Court	State of Arizona	Lee Huebner	Lee Huebner / 209 S Ponderosa #28 Payson AZ	Lee Huebner / 209 S Ponderosa #28 Payson AZ	7/12/18	Served				McDaniel
7/11/18	Summons	J0404TR2018001668	Payson Regional Justice Court	State of Arizona	Tori Wilbanks	Tori Wilbanks / 806 S Ponderosa Payson AZ	Tori Wilbanks / 806 S Ponderosa Payson AZ	7/12/18	Served				McDaniel
7/11/18	Summons	J0404TR2018001737	Payson Regional Justice Court	State of Arizona	Pennie Houston	Pennie Houston / 480 S Rainbow Dr #30 Payson AZ	Pennie Houston / 480 S Rainbow Dr #30 Payson AZ	7/12/18	Served				McDaniel
7/12/18	Order to Show Cause	2015CR12290	Payson Magistrate Court	State of Arizona	Riley Jones	Rita Jones / 203 N Buckhorn Ln Payson AZ	Rita Jones / 203 N Buckhorn Ln Payson AZ	7/13/18	Served			94.0	McDaniel
7/12/18	Order to Show Cause	2015CR12290	Payson Magistrate Court	State of Arizona	Riley Jones	Riley Jones / 203 N Buckhorn Ln Payson AZ	None	7/13/18	Attempted				McDaniel
7/12/18	Order to Show Cause	2015CR12290	Payson Magistrate Court	State of Arizona	Riley Jones	Riley Jones / 108 W Main St Payson AZ	Riley Jones / 108 W Main St Payson AZ	7/13/18	Served				McDaniel
7/13/18	Injunction Against Harassment	J0305PO2018001001	Page Justice Court	Protected Information	Jack Pierce	Jack Pierce / 409 W Johnson Dr Payson AZ	Jack Pierce / 409 W Johnson Dr Payson AZ	7/13/18	Served				McDaniel
7/12/18	Summons	J0404TR2018001763	Payson Regional Justice Court	State of Arizona	Keith Larson	Ketih Larson / 480 W Keye Dr Payson AZ	None	7/13/18	Attempted				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 234

Mileage Total: 2450.4

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/13/18	Summons & Complaint	2018CV425OV	Payson Regional Justice Court	Finesse Construction LLC	Star Lite L.L.C.	Bharat Ahir / 809 E AZ HWY 260 Payson AZ	Bharat Ahir / 809 E AZ HWY 260 Payson AZ	7/13/18	Served				McDaniel
7/13/18	Writ of Restitution	CV2018000410FD	Payson Regional Justice Court	Payson Apartments	Lee Huebner	Lee Huebner / 209 S Ponderosa #28 Payson AZ	Lee Huebner / 209 S Ponderosa #28 Payson AZ	7/13/18	Served				McDaniel
7/13/18	Notice of Hearing	GC2018029	Gila County Superior Court	Protected Information	None	Tanya Cozens / 1910 N McLane Rd Payson AZ	Tanya Cozens / 1910 N McLane Rd Payson AZ	7/13/18	Served				McDaniel
7/13/18	Arrest Warrant	M0444TR2018012411	Payson Magistrate Court	State of Arizona	Lisa Orozco	Lisa Orozco / 2101 N Houston Mesa Rd Payson AZ	None	7/13/18	Notified of Warrant				McDaniel
7/16/18	Child Custody Packet	DO201800234	Gila County Superior Court	Beau Lootans	Casey Brassick	Casey Brassick / 801 N Beeline HWY Payson AZ	None	7/16/18	Attempted			191.9	McDaniel
7/16/18	Child Custody Packet	DO201800234	Gila County Superior Court	Beau Lootans	Casey Brassick	Casey Brassick / 404 S Colcord Rd Payson AZ	None	7/16/18	Attempted				McDaniel
7/12/18	Summons	J0404TR2018001763	Payson Regional Justice Court	State of Arizona	Keith Larson	Ketih Larson / 480 W Keye Dr Payson AZ	None	7/16/18	Attempted				Phillips
7/16/18	Writ of Restitution	2018CV416FD	Payson Regional Justice Court	Roy Haught	Naomi Butler	Naomi Butler / 190 N Cornerstone Way #4 Star Valley AZ	Naomi Butler / 190 N Cornerstone Way #4 Star Valley AZ	7/16/18	Served				Phillips
7/11/18	Criminal Subpoena	CR2017-475	Gila County Superior Court	State of Arizona	Matthew Tanguy	Michael Piazza / Protected Information	Michael Piazza / Protected Information	7/16/18	Served				Phillips
7/11/18	Summons & Complaint	CC201836443	West Mesa Justice	Insurance Farmers	Dean Pennington	Dean Pennington / 357 W Meadows Pl Payson AZ	None	7/16/18	Attempted				McDaniel
7/16/18	Summons & Complaint	2018CV312SC	Payson Regional Justice Court	Longhorn Apartments	Destiny Bindgen	Destiny Bindgen / 107 E Pine Dr Payson AZ	None	7/16/18	Attempted				McDaniel
7/11/18	Summons & Complaint	CC201836443	West Mesa Justice	Insurance Farmers	Dean Pennington	Dean Pennington / 357 W Meadows Pl Payson AZ	None	7/16/18	Attempted				McDaniel
7/16/18	Child Custody Packet	DO201800234	Gila County Superior Court	Beau Lootans	Casey Brassick	Casey Brassick / 404 S Colcord Rd Payson AZ	Casey Brassick / 404 S Colcord Rd Payson AZ	7/16/18	Served				McDaniel
7/17/18	Subpoena	J0404TR2018001531	Payson Regional Justice Court	State of Arizona	Sarah Skubal	Deputy Kilbourne / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	7/17/18	Served			185.9	McDaniel
7/12/18	Summons	J0404TR2018001763	Payson Regional Justice Court	State of Arizona	Keith Larson	Ketih Larson / 480 W Keye Dr Payson AZ	None	7/17/18	Attempted				Phillips
7/17/18	Summons	M0444CR2018012243	Payson Magistrate Court	State of Arizona	Joseph Mustaca	Jospeh Mustaca / 906 E Wagon Wheel Cir Payson AZ	None	7/17/18	Attempted				McDaniel
7/17/18	Summons	M0444CR2018012243	Payson Magistrate Court	State of Arizona	Joseph Mustaca	Jospeh Mustaca / 906 E Wagon Wheel Cir Payson AZ	None	7/17/18	Attempted				McDaniel
7/17/18	Subpoena	M0444TR201801318	Payson Magistrate Court	State of Arizona	James Carter	Officer Davies / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/17/18	Served				McDaniel
7/17/18	Subpoena	M0404TR2018012453	Payson Magistrate Court	State of Arizona	James Morris	Officer Meza / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/17/18	Served				McDaniel
7/17/18	Subpoena	M0444TR2018012477	Payson Magistrate Court	State of Arizona	Robert James	Officer Oldeschulte / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/17/18	Served				McDaniel
7/17/18	Subpoena	M0444TR2018012472	Payson Magistrate Court	State of Arizona	Destiney Rodriguez-Cordero	Officer Brennan / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/17/18	Served				McDaniel
7/17/18	Subpoena	M0444TR2018012417	Payson Magistrate Court	State of Arizona	Zecharia Sawyers	Officer Gomez / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/17/18	Served				McDaniel
7/17/18	Summons	J0404TR2018001782	Payson Regional Justice Court	State of Arizona	Kenneth Yocum	Kenneth Yocum / 8021 W Louthian Ln Strawberry AZ	None	7/17/18	Attempted				Phillips
7/17/18	Summons	J0404TR2018001782	Payson Regional Justice Court	State of Arizona	Kenneth Yocum	Kenneth Yocum / 4344 N HWY 87 #20 Pine AZ	Kenneth Yocum / 4344 N HWY 87 #20 Pine AZ	7/17/18	Served				Phillips
7/11/18	Summons & Complaint	CC201836443	West Mesa Justice	Insurance Farmers	Dean Pennington	Dean Pennington / 357 W Meadows Pl Payson AZ	None	7/17/18	Attempted				McDaniel
7/16/18	Summons & Complaint	D-307-CV-2018-01364	3rd Judical Court Dona Ana County NM	Wilmington Savins Fund Society	James Erbes	James Erebes / 1709 W. Point Dr. Payson AZ	James Erebes / 1709 W. Point Dr. Payson AZ	7/17/18	Attempted				Phillips
7/16/18	Summons & Complaint	D-307-CV-2018-01364	3rd Judical Court Dona Ana County NM	Wilmington Savins Fund Society	James Erbes	James Erebes / 1709 W. Point Dr. Payson AZ	James Erebes / 1709 W. Point Dr. Payson AZ	7/17/18	Attempted				McDaniel
7/18/18	Order to Appear	DO2018197	Gila County Superior Court	Tricia Pacion	Justin Henley	Justin Henley / 198 N Beeline HWY Payson AZ	Justin Henley / 198 N Beeline HWY Payson AZ	7/18/18	Served			174.7	Phillips
7/18/18	Order to Show Cause	2011TR1513	Payson Regional Justice Court	State of Arizona	Sunny Rae Jolie	Sunny Rae Jolie / 211 S Ponderosa #23 Payson AZ	Sunny Rae Jolie / 211 S Ponderosa #23 Payson AZ	7/18/18	Served				Phillips

Constable Activity Log - Monthly

Constable: Tony McDaniel
Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 234

Mileage Total: 2450.4

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/18/18	Summons Eviction Action	2018CV445FD	Payson Regional Justice Court	Jan Pritchard	Kristy Ray & Ted Hart	Kristy Ray / 105 W Holly Cir Payson AZ	Kristy Ray / 105 W Holly Cir Payson AZ	7/18/18	Served				McDaniel
7/18/18	Injunction Against Harassment	J0404CV2018000446	Payson Regional Justice Court	Protected Information	Lawrence Misch	Lawrence Misch / 1071 Highline Dr Star Valley AZ	Lawrence Misch / 1071 Highline Dr Star Valley AZ	7/18/18	Served				McDaniel
7/16/18	Summons & Complaint	2018CV312SC	Payson Regional Justice Court	Longhorn Apartments	Destiny Bindgen	Destiny Bindgen / 111 W Cedar Dr Payson AZ	Destiny Bindgen / 111 W Cedar Dr Payson AZ	7/18/18	Served				Phillips
7/18/18	Order to Show Cause	2017CR287	Payson Regional Justice Court	State of Arizona	Bruce Hoffman	Bruce Hoffman / Young AZ	None	7/18/18	Attempted				McDaniel
7/18/18	Order to Show Cause	2014TR12100	Payson Regional Justice Court	State of Arizona	Bruce Hoffman	Bruce Hoffman / Young AZ	None	7/18/18	Attempted				McDaniel
7/18/18	Subpoena	2016CR12200	Payson Magistrate Court	State of Arizona	Jeffrey Conner	Heather Johnson / Protected Information	None	7/18/18	Attempted				McDaniel
7/18/18	Subpoena	2016CR12200	Payson Magistrate Court	State of Arizona	Jeffrey Conner	Heather Johnson / Protected Information	Heather Johnson / Protected Information	7/18/18	Served				McDaniel
7/18/18	Order to Show Cause	2016CR158	Payson Regional Justice Court	State of Arizona	Dawn Dawson	Dawn Dawson / Unknown	None	7/18/18	Attempted				Phillips
7/18/18	Order to Show Cause	2016CR12158	Payson Magistrate Court	State of Arizona	Dawn Dawson	Dawn Dawson / Unknown	None	7/18/18	Attempted				Phillips
7/12/18	Summons	J0404TR2018001763	Payson Regional Justice Court	State of Arizona	Keith Larson	Ketih Larson / 480 W Keye Dr Payson AZ	None	7/18/18	Attempted				Phillips
7/12/18	Summons	J0404TR2018001763	Payson Regional Justice Court	State of Arizona	Keith Larson	Ketih Larson / 400 E HWY 260 Payson AZ	Ketih Larson / 400 E HWY 260 Payson AZ	7/18/18	Served				McDaniel
7/17/18	Summons	M0444CR2018012243	Payson Magistrate Court	State of Arizona	Joseph Mustaca	Jospeh Mustaca / 906 E Wagon Wheel Cir Payson AZ	Jospeh Mustaca / 906 E Wagon Wheel Cir Payson AZ	7/18/18	Served				McDaniel
7/17/18	Summons	M0444CR2018012243	Payson Magistrate Court	State of Arizona	Joseph Mustaca	Jospeh Mustaca / 906 E Wagon Wheel Cir Payson AZ	Jospeh Mustaca / 906 E Wagon Wheel Cir Payson AZ	7/18/18	Served				McDaniel
7/18/18	Order of Protection	J404CV2018000447	Payson Regional Justice Court	Protected Information	Anthony Trueblood	Anthony Trueblood / 301 W. Wade Payson AZ	None	7/18/18	Attempted				Phillips
7/18/18	Order of Protection	J404CV2018000447	Payson Regional Justice Court	Protected Information	Anthony Trueblood	Anthony Trueblood / 301 W. Wade Payson AZ	None	7/18/18	Attempted				McDaniel
7/18/18	Order of Protection	J404CV2018000447	Payson Regional Justice Court	Protected Information	Anthony Trueblood	Anthony Trueblood / 301 W. Wade Payson AZ	None	7/19/18	Attempted			90.7	McDaniel
7/18/18	Order of Protection	J404CV2018000447	Payson Regional Justice Court	Protected Information	Anthony Trueblood	Anthony Trueblood / 96 N. Beaver Flat Loop Payson AZ	None	7/19/18	Attempted				McDaniel
7/18/18	Order of Protection	J404CV2018000447	Payson Regional Justice Court	Protected Information	Anthony Trueblood	Anthony Trueblood / 501 W. Wade Payson AZ	Anthony Trueblood / 501 W. Wade Payson AZ	7/19/18	Served				McDaniel
7/18/18	Order to Show Cause	2018TR12216	Payson Regional Justice Court	State of Arizona	Timothy Richard Schofield	Timothy Richard Schofield / 7401 S. FS Rd. 184 Spc. #8 Tonto Basin, AZ	7401 S. FS Rd. 184 Spc. #8 Tonto Basin, AZ	7/18/18	Served				Phillips
7/18/18	Order to Show Cause	2017CR12325TP	Payson Regional Justice Court	State of Arizona	Sherry Lynn Urban	Sherry Lynn Urban / 57560 N. Hwy 188 Jakes Corner MHP Payson, AZ	None.	7/18/18	Attempted				Phillips
7/19/18	Order to Show Cause	2017TR1636	Payson Regional Justice Court	State of Arizona	Rawnell Rhodes	Rawmell Rhodes / 190 N. Cornerstone Way #43 Star Valley Az	None	7/19/18	Attempted				McDaniel
7/19/18	Order to Show Cause	2017CR12269	Payson Regional Justice Court	State of Arizona	Tylor Sherman	Tyler Sherman / 304 S. Clark #34 Payson AZ	None	7/19/18	Attempted				McDaniel
7/19/18	Order to Show Cause	2016CR149	Payson Regional Justice Court	State of Arizona	Colten Varga	Colten Varga / 905 S. McLane #24 Payson AZ	None	7/19/18	Attempted				McDaniel
7/19/18	Order to Show Cause	2015TR1503	Payson Regional Justice Court	State of Arizona	Colten Varga	Colten Varga / 905 S. McLane #24 Payson AZ	None	7/19/18	Attempted				McDaniel
7/19/18	Order to Show Cause	2016CR149	Payson Regional Justice Court	State of Arizona	Colten Varga	Colten Varga / 905 S. McLane #24 Payson AZ	Colten Varga / 108 W. Main St. Payson AZ	7/19/18	Served				McDaniel
7/19/18	Order to Show Cause	2015TR1503	Payson Regional Justice Court	State of Arizona	Colten Varga	Colten Varga / 905 S. McLane #24 Payson AZ	Colten Varga / 108 W. Main St. Payson AZ	7/19/18	Served				McDaniel
7/19/18	Letter	N/A	N/A	Tom Kolleck	Traci Tallant	Traci Tallant / 926 N Easy St Payson AZ	Traci Tallant / 926 N. Easy St. Payson AZ	7/19/18	Served				McDaniel
7/19/18	Order to Show Cause	2010CR268	Payson Regional Justice Court	State of Arizona	Glenn Rogers	Glenn Rogers / 203 S Granite Payson AZ	None	7/19/18	Attempted				McDaniel
7/19/18	Child Custody	18-3-02501-9	Washington Superior Court	Kiana Leighty	Kye Green halgh	Kye Greenhalgh / 1313 N William Tell Cir Payson AZ	Kye Greenhalgh / 1313 N William Tell Cir Payson AZ	7/20/18	Served			57.5	McDaniel
7/19/18	Order to Show Cause	2010CR268	Payson Regional Justice Court	State of Arizona	Glenn Rogers	Glenn Rogers / 203 S Granite Payson AZ	None	7/20/18	Attempted				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 234

Mileage Total: 2450.4

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/19/18	Order to Show Cause	2010CR268	Payson Regional Justice Court	State of Arizona	Glenn Rogers	Glenn Rogers / 203 S Granite Payson AZ	Glenn Rogers / 8308 W. Gibson Ranch Rd Payson AZ	7/20/18	Served				McDaniel
7/19/18	Order to Show Cause	2017TR733	Payson Regional Justice Court	State of Arizona	Irma Chase	Irma Chase / 45 S. Walters Ln Star Valley AZ	None	7/20/18	Attempted				McDaniel
7/19/18	Order to Show Cause	2015TC12008	Payson Regional Justice Court	State of Arizona	Irma Chase	Irma Chase / 45 S. Walters Ln Star Valley AZ	None	7/20/18	Attempted				McDaniel
7/13/18	Warrant	M0444TR2017012744	Payson Magistrate Court	State of Arizona	Matthew Schreur	Matthew Schreur / 600 N. Easy St. Payson AZ	None	7/20/18	Notified of Warrant				McDaniel
7/23/18	Child Support Packet	DO2006-207	Gila County Superior Court	Elixabeth Alexander	Mark Alexander	Elizabeth Alexander / 1501 N. Beeline Hwy Unit 8 Payson AZ	Elizabeth Alexander / 1501 N. Beeline Hwy Unit 8 Payson AZ	7/23/18	Served			51.7	McDaniel
7/23/18	Notice of Abandonement	N/A	N/A	Patrica Schwen	William & Denice Cox	William & Dencie Cox / 605 E. Timber Dr. Payson AZ	Posted / 605 E. Timber Dr. Payson AZ	7/23/18	Served				McDaniel
7/23/18	Subpoena / Serve For GCSO	CR201700300	Gila County Superior Court	State of Arizona	Theresa Benensky	S. Skaggs / AZ DPS Globe	Emailed to S. Skaggs	7/23/18	Served				McDaniel
7/24/18	ATL subject at request of Justice Court / Neg Cont.	N/A	Payson Regional Justice Court	State of Arizona	Breanna Kym Ramirez	Breanna Kym Ramirez / 801 E. Frontier #4 Payson AZ	NONE	7/24/18	ATL			68.9	McDaniel
7/24/18	Order of Protection	J404CV2018000064	Payson Regional Justice Court	Protected Information	Protected Information	Protected Information	Protected Information / 714 S. Beeline Hwy. Payson, AZ	7/24/18	Served				McDaniel
7/24/18	Civil Citation	CE18-0049	Payson Magistrate Court	State of Arizona	Michelle Failkosky	Michelle Failkosky / 407 W. Saddle Ln. Payson, AZ	None.	7/24/18	Attempted				McDaniel
7/24/18	Civil Citation	CE18-0049	Payson Magistrate Court	State of Arizona	Michelle Failkosky	Michelle Failkosky / 407 W. Saddle Ln. Payson, AZ	None.	7/24/18	Attempted				McDaniel
7/24/18	Civil Citation	CE18-0049	Payson Magistrate Court	State of Arizona	Michelle Failkosky	Michelle Failkosky / 407 W. Saddle Ln. Payson, AZ	Michelle Failkosky / 407 W. Saddle Ln. Payson, AZ	7/24/18	Served				McDaniel
7/24/18	Subpoena	M0444TR2018012433	Payson Magistrate Court	State of Arizona	Sharon Lippert	Officer Oldeschulte / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/24/18	Served				McDaniel
7/24/18	Subpoena	M0444TR2018012433	Payson Magistrate Court	State of Arizona	Sharon Lippert	Officer Garvin / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/24/18	Served				McDaniel
7/24/18	Summons	CV201800164	Gila County Superior Court	George Schriner	Clint Fruitman	George Schriner / 1501 N. Farview Dr. Payson, AZ	None	7/24/18	Attempted				McDaniel
7/25/18	Summons	CV201800164	Gila County Superior Court	George Schriner	Clint Fruitman	George Schriner / 1501 N. Farview Dr. Payson, AZ	George Schriner / 1501 N. Fairview Dr. Payson, AZ	7/25/18	Served			238.0	McDaniel
7/25/18	Order to Show Cause	2017CR12325TP	Payson Regional Justice Court	State of Arizona	Sherry Lynn Urban	Sherry Lynn Urban / 57560 N. Hwy 188 Jakes Corner MHP Payson, AZ	None.	7/25/18	Attempted				Phillips
7/24/18	Order to Show Cause	2018CR49	Payson Regional Justice Court	State of Arizona	Michael Thomas Davoren	Michael Thomas Davoren / 963 Beaver Flat Rd. / Beaver Valley Payson, AZ	Michael Thomas Davoren / 108 W. Main St. Payson, AZ	7/25/18	Served				McDaniel
7/16/18	Summons	D307CV201801364	3rd Judical Court Dona Ana County NM	Wilmington Savins Fund Society	James Erbes	James Erebes / 1709 W. Point Dr. Payson AZ	Barbara Erbes / 1709 W. Point Dr. Payson, AZ	7/25/18	Served				Phillips
7/16/18	Summons	D307CV201801364	3rd Judical Court Dona Ana County NM	Wilmington Savins Fund Society	James Erbes	James Erebes / 1709 W. Point Dr. Payson AZ	None.	7/25/18	Attempted				McDaniel
7/24/18	Summons	M0444TR2018012418	Payson Magistrate Court	State of Arizona	Bud Robert Boehme	Bud Robert Boehme / 205 W. Pinon Cir. Payson, AZ	None.	7/25/18	Attempted				Phillips
7/25/18	Arrest Warrant	M0444CR2017012311	Payson Magistrate Court	State of Arizona	Joseph Lloyd Myers - Garza	Joseph Lloyd Myers - Garza / 613 N. Luzern Cir. Payson, AZ	Joseph Lloyd Myers - Garza 607 W. Main St. Payson, AZ	7/25/18	Attempted				McDaniel
7/25/18	Arrest Warrant	M0444TR2016012422	Payson Magistrate Court	State of Arizona	Joseph Lloyd Myers - Garza	Joseph Lloyd Myers - Garza / 613 N. Luzern Cir. Payson, AZ	Joseph Lloyd Myers - Garza 607 W. Main St. Payson, AZ	7/25/18	Attempted				McDaniel
7/25/18	Notice of Hearing	2018CV460	Payson Regional Justice Court	Brittany M Dewitt	David Donald Heater	David Donald Heater / 47041 N. AZ HWY. 288 Young, AZ	David Donald Heater / 47041 N. AZ HWY 288 Young, AZ	7/25/18	Served				McDaniel
7/25/18	Order of Protection	J-404-CV-2018000460	Payson Regional Justice Court	Protected Information	David Donald Heater	David Donald Heater / 47041 N. AZ HWY. 288 Young, AZ	David Donald Heater / 47041 N. AZ HWY 288 Young, AZ	7/25/18	Served				McDaniel
7/25/18	Notice of Hearing	2018CV459	Payson Regional Justice Court	Brittany M Dewitt	Joan Heater	Joan Heater / 47041 N. AZ HWY 288 Young, AZ	Joan Heater / 47041 N. AZ HWY288 Young, AZ	7/25/18	Served				McDaniel
7/25/18	Order of Protection	J404CV2018000459	Payson Regional Justice Court	Protected Information	Joan Heater	Joan Heater / 47041 N. AZ HWY 288 Young, AZ	Joan Heater / 47041 N. AZ HWY288 Young, AZ	7/25/18	Served				McDaniel
7/25/18	Order to Show Cause	2017CR12325TP	Payson Regional Justice Court	State of Arizona	Sherry Lynn Urban	Sherry Lynn Urban / 57560 N. Hwy 188 #13 Jakes Corner MHP Payson, AZ	Globe GCSO Jail / 1100 South St. Globe, AZ	7/25/18	Served				R.C. Taylor
7/25/18	Injunction Against Harassment	J-404-CV-2018000461	Payson Regional Justice Court	Protected Information	Joshua Morris Merrill	Joshua Morris Merrill / Transient / ATL	None.	7/25/18	Attempted				McDaniel
7/26/18	Subpoena	M-0444-TR-201812549	Payson Magistrate Court	State of Arizona	Harry Wayne Troutman	Officer McAnerny / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/26/18	Served			71.6	Phillips

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 234

Mileage Total: 2450.4

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/26/18	Subpoena	J-0404-TR-2018001572	Payson Regional Justice Court	State of Arizona	Andrian Chee	Trooper Halenar / 201 N. Colcord Rd. Payson, AZ	DPS Clipboard / 201 N Colcord Payson AZ	7/26/18	Served				Phillips
7/26/18	Subpoena	M-0444-TR-2018012507	Payson Magistrate Court	State of Arizona	Michael Robinson	Officer Lee / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/26/18	Served				Phillips
7/26/18	Subpoena	M-0444-TR-2018012510	Payson Magistrate Court	State of Arizona	Robert Wayne Bourgeois	Officer Keith / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/26/18	Served				Phillips
7/26/18	Subpoena	M-0444-TR-201812379	Payson Magistrate Court	State of Arizona	Kent Buckley	Officer Keith / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/26/18	Served				Phillips
7/26/18	Subpoena	M-0444-TR-2018012368	Payson Magistrate Court	State of Arizona	Aimee Aurora Olinger	Officer Keith / 303 N Beeline HWY Payson AZ	PPD Front Reception / 303 N Beeline HWY Payson AZ	7/26/18	Served				Phillips
7/24/18	Summons	M0444TR2018012418	Payson Magistrate Court	State of Arizona	Bud Robert Boehme	Bud Robert Boehme / 205 W. Pinon Cir. Payson, AZ	None.	7/27/18	Attempted			126.4	McDaniel
7/24/18	Summons	M0444TR2018012418	Payson Magistrate Court	State of Arizona	Bud Robert Boehme	Bud Robert Boehme / 300 W. Bonita #1 Payson, AZ	Bud Robert Boehme / 300 W. Bonita #1 Payson, AZ	7/27/18	Served				McDaniel
7/26/18	Order to Show Cause	2017CR12443	Payson Regional Justice Court	State of Arizona	Alex Clem	Alex Clem / 7949 E. Thelma Dr. Prescott AZ	None/Phone call	7/27/18	Attempted				McDaniel
7/26/18	Order to Show Cause	2017CR12427	Payson Regional Justice Court	State of Arizona	Michael Hillgren	Michael Hillgren / 905 N. Beeline Hwy #18 Payson AZ	None	7/27/18	Attempted				McDaniel
7/26/18	Order to Show Cause	2017CR12427	Payson Regional Justice Court	State of Arizona	Michael Hillgren	Michael Hillgren / 8177 W. Gunsight Ridge Payson AZ	Michael Hillgren / 8177 W. Gunsight Ridge Payson AZ	7/27/18	Served				McDaniel
7/27/18	Notice to Appear; Petition	JV2018--00096	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/27/18	Served				McDaniel
7/27/18	Notice to Appear; Petition	JV2018--00096	Gila County Superior Court	State of Arizona	Protected Information	Rodolfo Rocha / 301 W. Cherry St. #5 Payson AZ	Rodolfo Rocha / 301 W. Cherry St. #5 Payson AZ	7/27/18	Served				McDaniel
7/27/18	Notice to Appear; Petition	JV2018--00095	Gila County Superior Court	State of Arizona	Protected Information	Rodolfo Rocha / 301 W. Cherry St. #5 Payson AZ	Rodolfo Rocha / 301 W. Cherry St. #5 Payson AZ	7/27/18	Served				McDaniel
7/27/18	Notice to Appear; Petition	JV2018--00097	Gila County Superior Court	State of Arizona	Protected Information	Rodolfo Rocha / 301 W. Cherry St. #5 Payson AZ	Rodolfo Rocha / 301 W. Cherry St. #5 Payson AZ	7/27/18	Served				McDaniel
7/26/18	Order to Show Cause	2017CR12421	Payson Regional Justice Court	State of Arizona	Kimberly Haros	Kimberly Haros / 312 E. Eidelweiss Payson AZ	None	7/27/18	Attempted				McDaniel
7/26/18	Order to Show Cause	2017CR12421	Payson Regional Justice Court	State of Arizona	Kimberly Haros	Kimberly Haros /1302 N. Beeline Hwy Trailer/FIG Payson AZ	None	7/27/18	Attempted				McDaniel
7/25/18	Injunction Against Harassment	J-404-CV-2018000461	Payson Regional Justice Court	Protected Information	Joshua Morris Merrill	Joshua Morris Merrill / Transient / ATL	None.	7/27/18	Attempted				McDaniel
7/26/18	Order to Show Cause	2017CR12421	Payson Regional Justice Court	State of Arizona	Kimberly Haros	Kimberly Haros /1304 N. Beeline Hwy #53 Payson AZ	None	7/30/18	Attempted			72.3	McDaniel
7/26/18	Order to Show Cause	2017CR12421	Payson Regional Justice Court	State of Arizona	Kimberly Haros	Kimberly Haros / 300 N. Beeline Hwy Payson AZ	None	7/30/18	Attempted				McDaniel
7/30/18	Injunction Against Harassment	J404CV2018000463	Payson Regional Justice Court	Protected Information	Kyle Listrom	Kyle Listrom / 206 W. Main St #3 Payson AZ	Kyle Listrom / 206 W. Main St #3 Payson AZ	7/30/18	Served				McDaniel
7/30/18	Summons & Complaint	DO201800236	Gila County Superior Court	Christine Thornton	Bret Thornton	Bret Thornton / 181 W. Midway Payson AZ	None	7/30/18	Attempted				McDaniel
7/30/18	Summons & Complaint	DO201800236	Gila County Superior Court	Christine Thornton	Bret Thornton	Bret Thornton / 181 W. Midway Payson AZ	Bret Thornton / 2000 N. Beeline Hwy Payson AZ	7/30/18	Served				McDaniel
7/30/18	Child Custody Packet	DO201700352	Gila County Superior Court	Starla Zimmerschied	Thomas Titus	Thomas Titus / 202 W. Aero Payson AZ	Thomas Titus / 202 W. Aero Payson AZ	7/30/18	Served				McDaniel
7/30/18	Writ of Restitution	CV2018000444FD	Payson Regional Justice Court	Maurnez Apts	Richard Andersen	Richard Andersen / 110 W. Airport Rd #19 Payson AZ	Posted / 110 W. Airport Rd #19 Payson AZ	7/31/18	Served			66.9	McDaniel
7/30/18	Criminal Summons	CR2018305	Gila County Superior Court	State of Arizona	Bernadette Key	Bernadette Key / 801 E. Frontier St. #30 Payson AZ	None	7/31/18	Attempted				McDaniel
7/31/18	Order of Protection	J404CV2018000466	Payson Regional Justice Court	Protected Information	Bret Thornton	Bret Thornton / 181 W. Midway Payson AZ	Bret Thornton / 1305 N. Heather Cir. Payson AZ	7/31/18	Served				McDaniel
4/9/18	Injunction Against Harassment	JO404CV2018000203	Payson Regional Justice Court	Protected Information	Hector Gonzalez	Hector Gonzalez / 2101 N. Houston Mesa Rd. Payson AZ	None	7/31/18	Attempted				McDaniel

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

122951 AUG-22

DATE 8-1-18

CONTRACT #

GRANT #

DEPOSIT TO FUND MULTIPLE FUNDS FUND #

REMITTING AGENCY PAYSON REGIONAL CONSTABLES OFFICE 324

BILLING PERIOD JULY 2018

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.324.3405.80		SERVICE FEES	2088	72
T9162061		CESTB WRIT FEES	20	00
			2088	72

Preparer Signature: Title CONSTABLE

Approved Signature: Title CONSTABLE

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	2088.72
Total	2088.72

TREASURER By Date 8/2/18

ORIGINATING OFFICE

141209

ARF-5059 **Consent Agenda Item** **5. I.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Reporting Period: Globe Regional Constable's Office Monthly Report for July 2018

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Michael Sellars, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Report for July 2018.

Suggested Motion

Acknowledgment of the July 2018 Monthly Activity Report submitted by the Globe Regional Constable's Office.

Attachments

July 2018

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE

1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

JULY 2018

MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Richard Taylor
Deputy Constable

Michael Sellars
Constable Clerk

Office of
Globe Regional Constable
Ruben Mancha

, 2018

Gila County Board of Supervisors
1400 East Ash St
Globe AZ 85501

GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **July 2018**, the Globe Regional Constable's Office:

Received a total of **240** papers for service with 301 attempts.

Drove a total of **1044** miles.

Mailed a total of **83** warrant letters.

Bailiff for Justice Court **4**.

Collected a total of **$1215.00** as follows:

Total Deposited:	$1,215.00
Less Writ Fee (1 @ $5.00 each)	$5.00
Less Refunds	($8.00)
Paid to General Fund:	$1,207.00

Respectfully submitted,

Ruben Mancha
Globe Regional Constable
Gila County, Globe, Arizona

GLOBE REGIONAL CONSTABLE OFFICE
FEES COLLECTED
JULY 2018

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH	RECEIPT NUMBER
6/29/2018	LeeAnn Tucker	1806CO156		Ncourt	320023
6/29/2018	ProVest Litigation	1806CO154	$64.00	Check	320024
7/3/2018	Savannah Edwards	1807CO015		Ncourt	320025
7/5/2018	Stacia Hill	1807CO022		Ncourt	320026
7/6/2018	Brenda Blaine	1807CO023	$40.00	Check	320027
7/9/2018	SWR LLC	1807CO044 1807CO045 1807CO046	$120.00	Check	320028
7/12/2018	JJL Process	1807CO067	$64.00	Check	320029
7/12/2018	Stacia Hill	1807CO069		Ncourt	320030
7/12/2018	ProVest Litigation	1807CO071	$64.00	Check	320031
7/16/2018	Mironda Cox	1807CO072	$40.00	Cash	320032
7/16/2018	Janie Martinez	1807CO073	$48.00	Cash	320033
7/16/2018	GPS Services	1807CO075	$40.00	Check	320034
7/17/2018	Flores & Clark	1807CO077 1807CO078 1807CO079	$120.00	Check	320035
7/18/2018	SWR LLC	1807CO110	$48.00	Check	320036
7/18/2018	John Kelley	1807CO111	$48.00	Cash	320037
7/20/2018	Globe MHP	1807CO141	$48.00	Cash	320039
7/23/2018	Payson Regional Constable	Month of July 2018	$184.00	Check	320040
7/26/2018	William Clemmens	1807CO175 1807CO176	$80.00	Check	320041
7/27/2018	Joshua Evans	1807CO186	$56.00	Cash	320043
7/30/2018	John Kelley	1807CO230	$87.00	Cash	320044
7/30/2018	ProVest Litigation	1807CO232	$64.00	Check	320045
	On August Fee Log				320038
	On August Fee Log				320042
Collected:			$1,215.00		
Writ Fee:			$5.00		
Refund:			$8.00		
Total:			$1,207.00		

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor
Constable Clerk:

County: Gila
Precinct: Globe Regional

Mileage Total: 1044

Total Cases Served/Attempted: 240

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/29/18	Divorce Packet	DO201800210	Gila County Superior Court	Steven Whitney	Ashley Whitney	Ashley Whitney/8107 Marlin Dr. Globe, Az 85501	None	7/2/18	Attempted			30	Mancha
6/29/18	Divorce Packet	DO201800210	Gila County Superior Court	Steven Whitney	Ashley Whitney	Ashley Whitney/8107 Marlin Dr. Globe, Az 85501	None	7/3/18	Attempted				Mancha
6/29/18	Divorce Packet	DO201800210	Gila County Superior Court	Steven Whitney	Ashley Whitney	Ashley Whitney/8107 Marlin Dr. Globe, Az 85501	Ashley Whitney/8107 Marlin Dr. Globe, Az 85501	7/3/18	Served				Mancha
6/29/18	Summons & Complaint	J0403CV2018-299	Globe Regional Justice Court	Jefferson Capital Systems, LLC	Gregory Lazarin	Gregory Lazarin/240 s. Latham Blvd. Miami, Az. 85539	Gregory Lazarin/1400 E. Ash St. Globe, Az.85501	7/3/18	Served				Mancha
7/3/18	Summons & Complaint	J0403CR2018-456	Globe Regional Justice Court	State of Arizona	Francine Allen	Francine Allen/359 S. Sutherland St. Globe, Az 85501	None	7/3/18	Attempted				Mancha
7/3/18	Summons	J0403CR2018-456	Globe Regional Justice Court	State of Arizona	Francine Allen	Francine Allen/1404 South St. Globe, Az 85501	None	7/3/18	Attempted				Mancha
6/18/18	Order to Show Cause	J0403CR2018-102	Globe Regional Justice Court	State of Arizona	Andrew Ortiz	Andrew Ordiz/6167 S. Calle De Loma Claypool, Az 85532	None	7/2/18	Attempted				Mancha
6/18/18	Subpoena	CR2017-488	Gila County Superior Court	State of Arizona	Leroy Fluker	Larry Allphin/26 W. Ruiz Canyon Rd. Glob, Az 85501	Larry Allphin/26 W. Ruiz Canyon Rd. Glob, Az 85501	7/3/18	Served				Mancha
7/3/18	Order to Show Cause	J0403CR2009-749	Globe Regional Justice Court	State of Arizona	Samantha Kovach	Samantha Kovach/496 E. Kline St Globe, Az 85501	Samantha Kovach/ GCSO-1100 South St. Globe, Az 85501	7/3/18	Served				Mancha
7/3/18	Order to Show Cause	J0403CR2008-124	Globe Regional Justice Court	State of Arizona	Rayna Zaragoza	Rayna Zaragoza/5706 E. Globe Cyn Ave. Globe, Az 85501	Rayna Zaragoza/5706 E. Globe Cyn Ave. Globe, Az 85501	7/3/18	Served				Mancha
7/3/18	Order to Show Cause	J0403CR2007-988	Globe Regional Justice Court	State of Arizona	Rayna Zaragoza	Rayna Zaragoza/5706 E. Globe Cyn Ave. Globe, Az 85501	Rayna Zaragoza/5706 E. Globe Cyn Ave. Globe, Az 85501	7/3/18	Served				Mancha
7/9/18	Summons; Forcible Detainer	J0403CV2018-328	Globe Regional Justice Court	Savannah Edwards	Larry Lee Ownsby	Larry Ownsby/464 S. Fourth St. Globe, Az 85501	Larry Ownsby/464 S. Fourth St. Globe, Az 85501	7/3/18	Served				Mancha
7/3/18	Subpoena	FC2018-051076	Superior Court of Maricopa County	Dahlkestiere Eichelberger	Monic Lynn Parish	Gila County Superior Court/1400 E. Ash St. Globe, Az 85501	Ester Canez-Deputy Clerk/Gila County Superior Court1400 E. Ash	7/3/18	Served				Mancha
7/3/18	Order to Show Cause	J0403CR2006-28	Globe Regional Justice Court	State of Arizona	Erik Herrera Diaz	Eric Herrera Diaz/Pinal View #7 Globe, Az 85501	None	7/3/18	Attempted				Mancha
7/3/18	Order to Show Cause	J0403TR2018-50	Globe Regional Justice Court	State of Arizona	Enrique Lopez	Enrique Lopez/8738 S. Sharp Rd. Globe, Az 85501	None	7/3/18	Attempted				Mancha
7/3/18	Order to Show Cause	J0403TR2006-1125	Globe Regional Justice Court	State of Arizona	Erik Herrera Diaz	Eric Herrera Diaz/Pinal View #7 Globe, Az 85501	None	7/3/18	Attempted				Mancha
7/3/18	Order to Show Cause	J0403TR2017-2140	Globe Regional Justice Court	State of Arizona	Tina Robinson	Tina Robinson/5916 S. Old Oak St Claypool, Az 85501	None	7/3/18	Attempted				Mancha
7/3/18	Summons	J0403CR2018-453	Globe Regional Justice Court	State of Arizona	Jay-Lahn Hernandez	Jay-Lahn Hernandez/840 S. Highland Dr. Globe, Az 85501	Jay-Lahn Hernandez/840 S. Highland Dr. Globe, Az 85501	7/3/18	Served			53	Mancha
7/3/18	Summons	J0403CR2018-456	Globe Regional Justice Court	State of Arizona	Francine Allen	Francine Allen/359 S. Sutherland St. Globe, Az 85501	None	7/5/18	Attempted				Mancha
7/3/18	Order to Show Cause	J0403TR2018-969	Globe Regional Justice Court	State of Arizona	Caleb Gonzalez	Caleb Gonzalez/4301 E. Upper Wilson St Claypool, Az. 85532	None	7/5/18	Attempted				Mancha
7/3/18	Order to Show Cause	J04403TR2018-969	Globe Regional Justice Court	State of Arizona	Caleb Gonzalez	Caleb Gonzalez/ 4103 E. Upper Wilson St. Globe, Az 85501	None	7/5/18	Attempted				Mancha
7/3/18	Order to Show Cause	J0403CR2017-598	Globe Regional Justice Court	State of Arizona	Daryl Goss	Daryl Goss/4751 Central St. Claypool, Az 85532	None	7/5/18	Attempted				Mancha
7/3/18	Order to Show Cause	J0403CR2015-696	Globe Regional Justice Court	State of Arizona	James Castaneda	James Castaneda/260 Chisholm Ave 245 Miami, Az 85532	James Castaneda/260 Chisholm Ave 245 Miami, Az 85532	7/5/18	Served				Mancha
7/5/18	Notice to Appear; Petition	JV2018-00088	Gila County Superior Court	State of Arizona	Protected Information	Tai Kay Higginbotham/5900 N. Main St #98 Globe, Az 85501	Tai Kay Higginbotham/5900 N. Main St #98 Globe, Az 85501	7/5/18	Served				Mancha
7/5/18	Notice to Appear; Petition	JV2018-00089	Gila County Superior Court	State of Arizona	Protected Information	Elizabeth Green/818 S. Jesse Hayes Rd. Globe, Az 85501	None	7/5/18	Attempted				Mancha
7/5/18	Notice to Appear; Petition	JV2018-00089	Gila County Superior Court	State of Arizona	Protected Information	Elizabeth Green/818 S. Jesse Hayes Rd. Globe, Az 85501	Elizabeth Green/818 S. Jesse Hayes Rd. Globe, Az 85501	7/5/18	Attempted				Mancha
7/5/18	Injunction Against Harassment	J0403CV2018-329	Globe Regional Justice Court	Protected Information	Brenda Blaine	Brenda Blaine/8494 S. Sharps Rd Globe, Az 85501	None	7/5/18	Attempted				Mancha
7/5/18	Injunction Against Harassment	J0403CV2018-329	Globe Regional Justice Court	Protected Information	Brenda Blaine	Brenda Blaine/8494 S. Sharps Rd Globe, Az 85501	Brenda Blaine/8494 S. Sharps Rd Globe, Az 85501	7/5/18	Served				Mancha

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

Constable Clerk:

County: Gila

Precinct: Globe Regional

Mileage Total: 1044

Total Cases Served/Attempted: 240

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/5/18	Notice to Appear; Petition	JV2018-00087	Gila County Superior Court	State of Arizona	Protected Information	Marcelina Rich/8958 S. Six Shooter #92 Globe, Az 85501	None	7/5/18	Attempted				Mancha
7/5/18	Notice to Appear; Petition	JV2018-00087	Gila County Superior Court	State of Arizona	Protected Information	Marcelina Rich/8958 S. Six Shooter #92 Globe, Az 85501	None	7/5/18	Attempted				Mancha
7/5/18	Notice to Appear; Petition	JV2018-00087	Gila County Superior Court	State of Arizona	Protected Information	Marcelina Rich/8958 S. Six Shooter #92 Globe, Az 85501	Marcelina Rich/1788 N. Broad St. Globe, Az 85501	7/5/18	Served			111	Mancha
7/5/18	Notice to Appear; Petition	JV2018-00087	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/6/18	Served				Mancha
7/9/18	Summons	J0403CR2018-484	Globe Regional Justice Court	State of Arizona	Christopher Castaneda	Christopher Castaneda/5611 E. Block Ave. #1 Globe, Az 85501	Christopher Castaneda/5611 E. Block Ave. #1 Globe, Az 85501	7/6/18	Served			11	Holmes-GCSO
7/6/18	Thirty Day Notice	None	None	Brenda Blaine	Stacia Hill	Stacia Hill/8686 S. Springfield Rd. Globe, Az 85501	Stacia Hill/8686 S. Springfield Rd. Globe, Az 85501	7/9/18	Served				Holmes-GCSO
7/9/18	Hearing Order on IAH	J0403CV2018-329	Globe Regional Justice Court	Protected Information	Brenda Blaine	Stacia Hill/8686 S. Springfield Rd. Globe, Az 85501	Stacia Hill/8686 S. Springfield Rd. Globe, Az 85501	7/9/18	Served				Holmes-GCSO
7/11/18	Notice to Appear; Petition	JV2018-093	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/11/18	Served				Taylor
7/5/18	Subpoena	J0403TR2018-1081	Globe Regional Justice Court	State of Arizona	Jerad Lee Irwin	Trooper Pena/DPS 1902 HWY 60/77 Globe, Az 85501	D. Sneezy-DPS/DPS 1902 HWY 60/77 Globe, Az 85501	7/11/18	Served				Taylor
7/11/18	Notice to Appear; Petition	JV2018-092	Gila County Superior Court	State of Arizona	Protected Information	Melissa Brantley/4157 Wilson St. Globe, Az 85501	Melissa Brantley/4157 Wilson St. Globe, Az 85501	7/11/18	Served				Taylor
7/11/18	Notice to Appear; Petition	JC2018-092	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/11/18	Served				Taylor
7/9/18	Five Day Notice	None	None	Steve Schell	Brandie Green	Brandie Green/8958 S. Six Shooter Cyn # 30 Globe, Az 85501	Brandie Green/8958 S. Six Shooter Cyn # 30 Globe, Az 85501	7/11/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Deputy Keith Charles/1100 E. South St. Globe, Az 85501	None	7/11/18	Attempted				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Sterling White-Globe Fire Dept. 175 N. Pine Rd Globe, Az 85501	7/11/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Sterling White-Globe Fire Dept. 175 N. Pine Rd Globe, Az 85501	7/11/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Sterling White-Globe Fire Dept. 175 N. Pine Rd Globe, Az 85501	7/11/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Officer Joel Eagleton/175 N. Pine St. Globe, Az 85501	Beth McCreary-GPD Records 175 N. Pine St. Globe, Az 85501	7/11/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Detective Steve Shaw/1400 E. Ash St. Globe, Az 85501	Misty Allison- case worker/1400 E. Ash St. Globe, Az 85501	7/11/18	Served				Taylor
7/9/18	Criminal Subpoena	CR2018-099	Gila County Superior Court	State of Arizona	Christopher Lechuga	Trooper Rosales/DPS 1902 HWY 60/77 Globe, Az 85501	D. Sneezy-DPS/DPS 1902 HWY 60/77 Globe, Az 85501	7/11/18	Served				Taylor
7/9/18	Criminal Subpoena	CR2018-099	Gila County Superior Court	State of Arizona	Christopher Lechuga	Trooper Fink/DPS 1902 HWY 60/77 Globe, Az. 85501	D. Sneezy-DPS/DPS 1902 HWY 60/77 Globe, Az 85501	7/11/18	Served				Taylor
7/11/18	Notice to Appear; Petition	JV2018-093	Gila County Superior Court	State of Arizona	Protected Information	Cody Williams/281 S. Loomis Ave. Miami, Az 85539	Cody Williams/281 S. Loomis Ave. Miami, Az 85539	7/11/18	Served				Taylor
7/9/18	Five Day Notice	None	None	Steve Schell	Keith Shank	Keith Shank/8958 S. Six Shooter Cyn # 58 Globe, Az 85501	None	7/11/18	Attempted			54	Taylor
7/9/18	Five Day Notice	None	None	Steve Schell	Keith Shank	Keith Shank/8958 S. Six Shooter Cyn # 58 Globe, Az 85501	None	7/12/18	Attempted				Taylor
7/10/18	Summons	CR2017-00182	Gila County Superior Court	State of Arizona	Jamie Leonard	Jamie Leonard/5296 S. High St. Globe, Az. 85501	None	7/12/18	Attempted				Taylor
7/9/18	Order to Show Cause	J0403CR000950236	Globe Regional Justice Court	State of Arizona	Jody Herrera	Jody Herrera/589 W. Hackney Hill Globe, Az 85501	Robert Herrera/589 W. Hackney Hill Miami, Az 85539	7/12/18	Served				Taylor
7/9/18	Order to Show Cause	J0403CR2006-540	Globe Regional Justice Court	State of Arizona	Jody Herrera	Jody Herrera/589 W. Hackney Hill Globe, Az 85501	Robert Herrera/589 W. Hackney Hill Miami, Az 85539	7/12/18	Served				Taylor
7/9/18	Order to Show Cause	J0403CR2012-447	Globe Regional Justice Court	State of Arizona	James Theodore Harris	James Harris/GC 2 Holiday Hills MHP #139 Globe, Az. 85501	None	7/12/18	Attempted				Taylor
7/9/18	Order to Show Cause	J0403CR2012-447	Globe Regional Justice Court	State of Arizona	James Theodore Harris	James Harris/GC 2 Holiday Hills MHP #139 Globe, Az. 85501	James Harris/1244 S. Hagen Rd. Globe, Az 85501	7/12/18	Served				Taylor
7/9/18	Order to Show Cause	J0403TR2002-2415	Globe Regional Justice Court	State of Arizona	Jody Herrera	Jody Herrera/589 W. Hackney Hill Globe, Az 85501	Robert Herrera/589 W. Hackney Hill Miami, Az 85539	7/12/18	Served				Taylor
7/9/18	Order to Show Cause	M0441TR2007-7635	Globe Regional Justice Court	State of Arizona	Jody Herrera	Jody Herrera/589 W. Hackney Hill Globe, Az 85501	Robert Herrera/589 W. Hackney Hill Miami, Az 85539	7/12/18	Served				Taylor
7/9/18	Order to Show Cause	J0403TR2010-1205	Globe Regional Justice Court	State of Arizona	Jody Herrera	Jody Herrera/589 W. Hackney Hill Globe, Az 85501	Robert Herrera/589 W. Hackney Hill Miami, Az 85539	7/12/18	Served				Taylor

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

Constable Clerk:

County: Gila

Precinct: Globe Regional

Mileage Total: 1044

Total Cases Served/Attempted: 240

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/9/18	Order to Show Cause	J0403TR2010-6092	Globe Regional Justice Court	State of Arizona	Jody Herrera	Jody Herrera/589 W. Hackney Hill Globe, Az 85501	Robert Herrera/589 W. Hackney Hill Miami, Az 85539	7/12/18	Served				Taylor
7/9/18	Order to Show Cause	J0403TR2004-1316	Globe Regional Justice Court	State of Arizona	Jody Herrera	Jody Herrera/589 W. Hackney Hill Globe, Az 85501	Robert Herrera/589 W. Hackney Hill Miami, Az 85539	7/12/18	Served				Taylor
7/9/18	Five Day Notice	None	None	Steve Schell	Cheyanne Teeter	Cheyanne teeter/8958 S. Six Shooter Cyn #65 Globe, Az. 85501	Nevada Teeter/8958 S. Six Shooter Cyn #65 Globe, Az 85501	7/12/18	Served				Taylor
7/9/18	Order to Show Cause	J0403CR2017-19	Globe Regional Justice Court	State of Arizona	David Tabor	David Tabor/7744 S. Hopi Ave. Globe, Az 85501	David Tabor/7744 S. Hopi Ave. Globe, Az 85501	7/12/18	Served				Taylor
7/9/18	Order to Show Cause	J0403CR2017-29	Globe Regional Justice Court	State of Arizona	David Tabor	David Tabor/7744 S. Hopi Ave. Globe, Az 85501	David Tabor/7744 S. Hopi Ave. Globe, Az 85501	7/12/18	Served				Taylor
7/12/18	Order to Appear	CR2017-488	Gila County Superior Court	State of Arizona	Leroy Fluker	Larry Allphin/26 W. Ruiz Canyon Rd. Glob, Az 85501	Larry Allphin/26 W. Ruiz Canyon Rd. Glob, Az 85501	7/12/18	Served			39	Taylor
7/12/18	Summons & Complaint	J0403CV2018-310	Globe Regional Justice Court	Jefferson Capital Systems, LLC	Joseph Martinez	Joseph Martinez/605 E. Sycamore St. Globe, Az 85501	April Martinez/605 E. Sycamore St. Globe, Az 85501	7/13/18	Served				Taylor
7/12/18	Summons & Complaint	CV201800191	Gila County Superior Court	Stacia Hill	Brenda Blaine	Brenda Blaine/8494 S. Sharps Rd Globe, Az 85501	Brenda Blaine/8494 S. Sharps Rd Globe, Az 85501	7/13/18	Served				Taylor
7/12/18	Motion to Continue	TR2018-000864	Globe Regional Justice Court	State of Arizona	Brandon Martinez	Trooper Hogan/DPS Hwt 60/70 Globe, Az 85501	D. Sneezy-DPS/DPS 1902 HWY 60/77 Globe, Az 85501	7/13/18	Served				Taylor
7/9/18	Five Day Notice	None	None	Steve Schell	Keith Shank	Keith Shank/8958 S. Six Shooter Cyn # 58 Globe, Az 85501	None	7/13/18	Attempted				Taylor
7/9/18	Order to Show Cause	J0403CR2013-465	Globe Regional Justice Court	State of Arizona	Anna Martin	Anna Martin/223 E. Yuma St. Globe, Az 85501	Anna Martin Guerrero/223 E. Yuma St. Globe, Az 85501	7/13/18	Served				Taylor
7/9/18	Order to Show Cause	M0441TR2005-7157	Globe Regional Justice Court	State of Arizona	Anna Martin	Anna Martin/223 E. Yuma St. Globe, Az 85501	Anna Martin Guerrero/223 E. Yuma St. Globe, Az 85501	7/13/18	Served				Taylor
7/9/18	Order to Show Cause	J0403TR2013-2749	Globe Regional Justice Court	State of Arizona	Anna Martin	Anna Martin/223 E. Yuma St. Globe, Az 85501	Anna Martin Guerrero/223 E. Yuma St. Globe, Az 85501	7/13/18	Served				Taylor
7/9/18	Order to Show Cause	J0403CR2009-739	Globe Regional Justice Court	State of Arizona	Anna Martin	Anna Martin/223 E. Yuma St. Globe, Az 85501	Anna Martin Guerrero/223 E. Yuma St. Globe, Az 85501	7/13/18	Served				Taylor
7/9/18	Order to Show Cause	J0403CR2014-450	Globe Regional Justice Court	State of Arizona	Anna Martin	Anna Martin/223 E. Yuma St. Globe, Az 85501	Anna Martin Guerrero/223 E. Yuma St. Globe, Az 85501	7/13/18	Served				Taylor
7/9/18	Order to Show Cause	J0403CR2010-458	Globe Regional Justice Court	State of Arizona	Anna Rivera	Anne Rivera/223 E. Yuma St. Globe, Az 85501	Anne Rivera Guerrero/223 E. Yuma St. Globe, Az 85501	7/13/18	Served				Taylor
7/9/18	Order to Show Cause	J0403TR2005-1868	Globe Regional Justice Court	State of Arizona	Anna Rivera	Anne Rivera/223 E. Yuma St. Globe, Az 85501	Anne Rivera Guerrero/223 E. Yuma St. Globe, Az 85501	7/13/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Protected Information	7/13/18	Served			53	Taylor
7/16/18	Injunction Against Harassment	J0403CV2018-338	Globe Regional Justice Court	Protected Information	Katheryn Benally	Katheryn Benally/RT 6 MP 6 San Carlos, Az 85550	Katheryn Benally/1100 E. South St Globe, Az 85501	7/16/18	Served				Taylor
7/16/18	Summons; Forcible Detainer	J0403CV2018-334	Globe Regional Justice Court	Janie Martinez	Jonathan Martinez Steven Gutierrez Melissa Cox	Jonathan Martinez Steven Gutierrez Melissa Cox/5945 S. Morrow Ave Claypool, Az 85532	Jonathan Martinez Melissa Cox/1400 E. Ash St. Globe, Az 85501	7/16/18	Served				Taylor
7/12/18	Summons & Complaint	J0403CV2018-320	Globe Regional Justice Court	Midland Funding, LLC	Jeffrey Mapps Jr	Jeffrey Mapps Jr./1775 N. Broad St. Globe, Az 85501	Jeffrey Mapps Jr/5615 Burnham St Midland city, Az	7/16/18	Served			32	Taylor
7/17/18	Subpoena	M0441CR2018-7002	Globe Regional Justice Court	State of Arizona	Michael Black	Officer Dan Rodriguez/740 W. Sullivan St. Miami, Az 85539	Stephanie Borunda-MPD/740 W. Sullivan St. Miami, Az 85539	7/17/18	Served				Taylor
7/17/18	Subpoena	M0441CR2018-7002	Globe Regional Justice Court	State of Arizona	Michael Black	Officer Richard Shaw/740 W. Sullivan St. Miami, Az 85539	Stephanie Borunda-MPD/740 W. Sullivan St. Miami, Az 85539	7/17/18	Served				Taylor
7/17/18	Subpoena	M0441CR2018-7002	Globe Regional Justice Court	State of Arizona	Michael Black	Thomas Foster Jr./517 W. Sullivan St. Miami, AZ 85539	Thomas Foster Jr./150 N. Plaza Circle Miami, Az 85539	7/17/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Protected Information	7/17/18	Served				Taylor
7/16/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Protected Information	7/17/18	Served				Taylor
7/12/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	None	7/17/18	Attempted				Mancha
7/16/18	Summons & Complaint	J0403CV2018-180	Globe Regional Justice Court	Midland Funding, LLC	Dawn Davis	Dawn Davis/375 N. 5th St. Globe, Az 85501	None	7/17/18	Attempted			47	Taylor
7/17/18	Order to Show Cause	J0403TR2004-1001	Globe Regional Justice Court	State of Arizona	Adrienne Licano	Adrienne Licano/1039 E. Saguaro Dr. #E-28	None	7/18/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2004-1001	Globe Regional Justice Court	State of Arizona	Adrienne Licano	Adrienne Licano/1039 E. Saguaro Dr. #E-28	None	7/18/18	Attempted				Taylor
7/17/18	Order to Show Cause	M0441CR2004-7024	Globe Regional Justice Court	State of Arizona	Adrienne Licano	Adrienne Licano/1039 E. Saguaro Dr. #E-28	None	7/18/18	Attempted				Taylor

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

Constable Clerk:

County: Gila

Precinct: Globe Regional

Mileage Total: 1044

Total Cases Served/Attempted: 240

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/17/18	Order to Show Cause	J0403TR2004-311	Globe Regional Justice Court	State of Arizona	Adrienne Licano	Adrienne Licano/1039 E. Saguaro Dr. #E-28	None	7/18/18	Attempted				Taylor
7/17/18	Order to Show Cause	M0441TR2004-7261	Globe Regional Justice Court	State of Arizona	Adrienne Licano	Adrienne Licano/1039 E. Saguaro Dr. #E-28	None	7/18/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2004-386	Globe Regional Justice Court	State of Arizona	Adrienne Licano	Adrienne Licano/1039 E. Saguaro Dr. #E-28	None	7/18/18	Attempted				Taylor
7/17/18	Order to Show Cause	M0441TR2004-7218	Globe Regional Justice Court	State of Arizona	Adrienne Licano	Adrienne Licano/1039 E. Saguaro Dr. #E-28	None	7/18/18	Attempted				Taylor
7/17/18	Order to Show Cause	M0441TR2007-7217	Globe Regional Justice Court	State of Arizona	Adrienne Licano	Adrienne Licano/1039 E. Saguaro Dr. #E-28	None	7/18/18	Attempted				Taylor
7/12/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	None	7/18/18	Attempted				Mancha
7/1/18	Warrant Letter	J0403CR2005-891	Globe Regional Justice Court	State of Arizona	Tracy McCoy	Tracy McCoy/124 E. Haskins Rd. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2004-651	Globe Regional Justice Court	State of Arizona	Tracy McCoy	Tracy McCoy/124 E. Haskins Rd. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2018-17	Globe Regional Justice Court	State of Arizona	David Miles IV	David Miles IV/5900 N. Main St #48 Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2010-95	Globe Regional Justice Court	State of Arizona	Tiffany Gates	Tiffany Gates/P O Box 1654 San Carlos, Az 85550	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2011-884	Globe Regional Justice Court	State of Arizona	Tiffany Gates	Tiffany Gates/P O Box 1654 San Carlos, Az 85550	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2011-555	Globe Regional Justice Court	State of Arizona	Tiffany Gates	Tiffany Gates/P O Box 1654 San Carlos, Az 85550	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	JJ0403CR2004-349	Globe Regional Justice Court	State of Arizona	Julian Aurrellin	Julian Aurrellin/5590 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2008-197	Globe Regional Justice Court	State of Arizona	Julian Aurrellin	Julian Aurrellin/5590 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2008-243	Globe Regional Justice Court	State of Arizona	Julian Aurrellin	Julian Aurrellin/5590 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2001-436	Globe Regional Justice Court	State of Arizona	Larry Mallow Jr	Larry Mallow Jr/P O Box 1294 San Carlos, Az 85550	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403TR2017-1106	Globe Regional Justice Court	State of Arizona	Koree Billingsley	Koree Billingsley/2500 S. 17th Ave. Apt 15 Safford, Az 85546	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2017-301	Globe Regional Justice Court	State of Arizona	Manuel Marquez	Manuel Marquez/110 W. Blake St. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403CR2002-633	Globe Regional Justice Court	State of Arizona	Ralph Hayton	Ralph Hayton/8958 S. Six Shooter Cyn #68 Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403TR2012-2064	Globe Regional Justice Court	State of Arizona	Stephen Salas	Stephen Salas/1100 E. Skyview Dr. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/1/18	Warrant Letter	J0403TR2008-871	Globe Regional Justice Court	State of Arizona	Melinda Shawd	Melinda Shawd/6863 E. Milagro Ave. Mesa, Az 85209	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Summons; Forcible Detainer	J0403CV2018-344	Globe Regional Justice Court	Pueblo Heights MHP	Brandie Green	Brandie Green/8958 S. Six Shooter Cyn # 30 Globe, Az 85501	Jayden Hocker/8958 S. Six Shooter # 30 Globe, Az. 85501	7/18/18	Served				Taylor
7/17/18	Order to Show Cause	J0403TR2016-657	Globe Regional Justice Court	State of Arizona	Manuel Pesquiera	Manuel Pesquiera/5975 S. Morrow Ave Claypool, Az 85532	Manuel Pesquiera/5975 S. Morrow Ave Claypool, Az 85532	7/18/18	Served				Taylor
7/17/18	Order to Show Cause	J0403TR2018-1030	Globe Regional Justice Court	State of Arizona	Davey Jost	Davey Jost/2280 E. Maple St. Globe, Az 85501	Davey Jost/2280 E. Maple St. Globe, Az 85501	7/18/18	Served				Taylor
7/17/18	Order to Show Cause	J0403CR2006-288	Globe Regional Justice Court	State of Arizona	Lacey Huggins	Lacey Huggins/5611 E. Block Ave. #13 Globe, Az 85501	Lacey Huggins/5611 E. Block Ave. #13 Globe, Az 85501	7/18/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Protected Information	7/18/18	Served				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Protected Information	7/18/18	Served				Taylor
7/18/18	Warrant Letter	J0403TR2014-2857	Globe Regional Justice Court	State of Arizona	Clara Rason	Clara Rason/1741 N. Wheatfields Rd.Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403CR2015-640	Globe Regional Justice Court	State of Arizona	Sophia Ochoa	Sophia Ochoa/216 N. Chisholm Ave. Miami, Az 85539	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403TR0098000625	Globe Regional Justice Court	State of Arizona	Michael Hosay	Michael Hosay/207 S. Clarendon #9B Phoenix, Az 85005	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403TR2009-4443	Globe Regional Justice Court	State of Arizona	Joseph Miller	Joseph Miller/614 Fourth Ave Annex Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

Constable Clerk:

County: Gila

Precinct: Globe Regional

Mileage Total: 1044

Total Cases Served/Attempted: 240

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/18/18	Warrant Letter	J0403TR2008-4742	Globe Regional Justice Court	State of Arizona	Timothy Fish	Timothy Fish/314 S. Second St. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403TR2011-472	Globe Regional Justice Court	State of Arizona	Timothy Fish	Timothy Fish/314 S. Second St. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403CR2017-60	Globe Regional Justice Court	State of Arizona	Timothy Fish	Timothy Fish/314 S. Second St. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403CR0009901531	Globe Regional Justice Court	State of Arizona	Amanda Wallace	Amanda Wallace/6170 S. Dairy Cyn Claypool, Az 85532	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403TR2012-1098	Globe Regional Justice Court	State of Arizona	Rodney Spotted Elk	Rodney Spotted Elk 5881 E. Monroe Pl. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403TR2016-1319	Globe Regional Justice Court	State of Arizona	Rodney Spotted Elk	Rodney Spotted Elk 5881 E. Monroe Pl. Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403CR2017-303	Globe Regional Justice Court	State of Arizona	Amador Gonzales	Amador Gonzales/496 E. Kline St Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403CR2013-317	Globe Regional Justice Court	State of Arizona	Thomas Dorame	Thomas Dorame/5900 N. Main St. #19 Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403CR2013-457	Globe Regional Justice Court	State of Arizona	Thomas Dorame	Thomas Dorame/5900 N. Main St. #19 Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed				Sellars
7/18/18	Warrant Letter	J0403TR2014-1033	Globe Regional Justice Court	State of Arizona	Thomas Dorame	Thomas Dorame/5900 N. Main St. #19 Globe, Az 85501	Warrant Letter Mailed	7/18/18	Mailed			88	Sellars
7/18/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/19/18	Attempted				Taylor
7/18/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Dana Nosie/1264 E. Montecito Dr. Globe, Az 85501	None	7/19/18	Attempted				Taylor
7/19/18	Criminal Subpoena	J0403CR2018-203	Globe Regional Justice Court	State of Arizona	Jeremy Smith	Protected Information	None	7/19/18	Attempted				Taylor
11/24/96	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	None	7/19/18	Attempted				Taylor
7/19/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/19/18	Attempted				Taylor
7/19/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Dana Nosie/1264 E. Montecito Dr. Globe, Az 85501	None	7/19/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2018-703	Globe Regional Justice Court	State of Arizona	Michael Thomas	Michael Thomas/8263 S. Colt Dr Globe, Az 85501	None	7/19/18	Attempted				Taylor
7/19/18	Criminal Subpoena	J0403CR2018-203	Globe Regional Justice Court	State of Arizona	Jeremy Smith	Protected Information	None	7/19/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2018-464	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/478 E. Sycamore St. Globe, Az 85501	None	7/19/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2011/1450	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/478 E. Sycamore St. Globe, Az 85501	None	7/19/18	Attempted				Taylor
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	None	7/19/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2018-997	Globe Regional Justice Court	State of Arizona	Billy Philpot	Billy Philpot/1065 N. Wheatfields Rd #20 Globe, Az 85501	None	7/19/18	Attempted			69	Taylor
7/18/18	Summons; Forcible Detainer	J0403CR2018-345	Globe Regional Justice Court	John Kelley	Carrie Clark	Carrie Clark/420 E. Cedar St. Apt C Globe, Az 85501	Posted & Certified Mail	7/20/18	Served				Taylor
7/18/18	Summons	CR2018-341	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/20/18	Served				Taylor
7/18/18	Summons	CR2018-341	Gila County Superior Court	State of Arizona	Protected Information	Lorianna Guerrero/5954 S. El Camino Claypool, Az 85532	Lorianna Guerrero/5954 S. El Camino Claypool, Az 85532	7/20/18	Served				Taylor
7/20/18	Injunction Against Harassment	J0403CV2018-356	Globe Regional Justice Court	Protected Information	William Ingram	William Ingram/51087 N. Pinal Ranch Rd. Miami, Az 85539	None	7/20/18	Attempted				Mancha
7/20/18	Injunction Against Harassment	J0403CV2018-356	Globe Regional Justice Court	Protected Information	William Ingram	William Ingram/51087 N. Pinal Ranch Rd. Miami, Az 85539	William Ingram/1400 N. Ash St. Globe, Az 85501	7/20/18	Served				Mancha
7/20/18	Summons	CR2018-346	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/20/18	Attempted				Mancha
7/20/18	Summons	CR2018-346	Gila County Superior Court	State of Arizona	Protected Information	Tabatha Sneezy/664 S. East St. Globe, Az 85501	None	7/20/18	Attempted				Mancha
7/20/18	Criminal Subpoena	J0403CR2018-162	Globe Regional Justice Court	State of Arizona	Manuel Robles	Officer Monteros/175 N. Pine St Globe, Az 85501	Anthony Martinez-GPD Records/175N. Pine St. Globe, Az 85501	7/20/18	Served				Taylor
7/20/18	Criminal Subpoena	J0403CR2018-162	Globe Regional Justice Court	State of Arizona	Manuel Robles	Officer Eagleton/175 N. Pine St Globe, Az 85501	Anthony Martinez-GPD Records/175N. Pine St. Globe, Az 85501	7/20/18	Served				Taylor

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

Constable Clerk:

County: Gila

Precinct: Globe Regional

Mileage Total: 1044

Total Cases Served/Attempted: 240

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/20/18	Criminal Subpoena	J0403CR2018-222	Globe Regional Justice Court	State of Arizona	Manuel Robles	Officer Yeager/175 N. Pine St. Globe, Az 85501	Anthony Martinez-GPD Records/175N. Pine St. Globe, Az 85501	7/20/18	Served				Taylor
7/20/18	Summons	J0403TR2018-1183	Globe Regional Justice Court	State of Arizona	Jeffrey Zitsch	Trooper Hogan/DPS Hwt 60/70 Globe, Az 85501	D. Sneezy-DPS/DPS 1902 HWY 60/77 Globe, Az 85501	7/20/18	Served				Taylor
7/19/18	Criminal Subpoena	J0403CR2018-162	Globe Regional Justice Court	State of Arizona	Manuel Robles	Protected Information	Protected Information	7/20/18	Served				Taylor
7/19/18	Hearing Order on OP	J0403CV2018-303	Globe Regional Justice Court	Protected Information	Gregory Lazarin	Protected Information	Protected Information	7/20/18	Served				Taylor
7/18/18	Summons; Forcible Detainer	J0403CV2018-357	Globe Regional Justice Court	Globe MHP	Shadey Payton/Mary Lyman	Shadey Payton/Mary Lyman/1775 N. Broad St #84 Globe, Az 85501	Lonny Dumas/1775 N. Broad St. #84 Globe, Az 85501	7/20/18	Served			75	Mancha
7/10/18	Subpoena	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	none	7/23/18	Attempted				Taylor
7/18/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Dana Nosie/1264 E. Montecito Dr. Globe, Az 85501	None	7/23/18	Attempted				Taylor
7/18/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/23/18	Attempted				Taylor
7/19/18	Criminal Subpoena	J0403CR2018-203	Globe Regional Justice Court	State of Arizona	Jeremy Smith	Protected Information	None	7/23/18	Attempted				Taylor
7/19/18	Criminal Subpoena	J0403CR2018-203	Globe Regional Justice Court	State of Arizona	Jeremy Smith	Protected Information	None	7/23/18	Attempted				Taylor
7/19/18	Criminal Subpoena	J0403CR2018-203	Globe Regional Justice Court	State of Arizona	Jeremy Smith	Protected Information	Protected Information	7/23/18	Served				Taylor
7/17/18	Order to Show Cause	J0403TR2018-703	Globe Regional Justice Court	State of Arizona	Michael Thomas	Michael Thomas/8263 S. Colt Dr Globe, Az 85501	Michael Thomas/8263 S. Colt Dr Globe, Az 85501	7/23/18	Served				Taylor
7/18/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/23/18	Attempted				Taylor
7/18/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Dana Nosie/1264 E. Montecito Dr. Globe, Az 85501	None	7/23/18	Attempted				Taylor
7/18/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/23/18	Attempted				Taylor
7/18/18	Summons	CR2018-347	Gila County Superior Court	State of Arizona	Protected Information	Dana Nosie/1264 E. Montecito Dr. Globe, Az 85501	None	7/23/18	Attempted				Taylor
7/19/18	Criminal Subpoena	J0403CR2018-203	Globe Regional Justice Court	State of Arizona	Jeremy Smith	Protected Information	none	7/23/18	Attempted				Taylor
7/19/18	Criminal Subpoena	J0403CR2018-203	Globe Regional Justice Court	State of Arizona	Jeremy Smith	Protected Information	None	7/23/18	Attempted				Taylor
7/19/18	Criminal Subpoena	J0403CR2018--203	Globe Regional Justice Court	State of Arizona	Jeremy Smith	Protected Information	None	7/23/18	Attempted				Mancha
7/9/18	Order to Show Cause	J0403CR2016-697	Globe Regional Justice Court	State of Arizona	Joseph Arnett	Joseph Arnett/164 E. Hardy Miami, Az 85539	None	7/23/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2018-464	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/478 E. Sycamore St. Globe, Az 85501	None	7/23/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2011-1450	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/478 E. Sycamore St. Globe, Az 85501	None	7/23/18	Attempted				Taylor
7/17/18	Order to Show Cause	J0403TR2018-464	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/478 E. Sycamore St. Globe, Az 85501	None	7/23/18	Attempted				Mancha
7/17/18	Order to Show Cause	J0403TR2011-1450	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/478 E. Sycamore St. Globe, Az 85501	None	7/23/18	Attempted				Mancha
7/17/18	Order to Show Cause	J0403TR2018-464	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/469 S. 7th St. Globe, Az 85501	None	7/23/18	Attempted				Mancha
7/17/18	Order to Show Cause	J0403TR2011-1450	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/469 S. 7th St. Globe, Az 85501	None	7/23/18	Attempted				Mancha
7/16/18	Summons & Complaint	J0403CV2018-180	Globe Regional Justice Court	Midland Funding, LLC	Dawn Davis	Dawn Davis/375 N. 5th St. Globe, Az 85501	Dawn Davis/586 N. Deveraux St. Globe, Az 85501	7/23/18	Served				Sellars
7/23/18	Warrant Letter	J0403TR2002-1736	Globe Regional Justice Court	State of Arizona	Brenda Achterhof	Brenda Achterhof/300 S. Cherry Flats Rd. Miami, Az 85539	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403TR2001-1400	Globe Regional Justice Court	State of Arizona	Brenda Achterhof	Brenda Achterhof/300 S. Cherry Flats Rd. Miami, Az 85539	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403TR2017-1074	Globe Regional Justice Court	State of Arizona	Danielle Rocha	Danielle Rocha/P O Box 167 Miami, Az 85539	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403TR2005-1308	Globe Regional Justice Court	State of Arizona	Marc Shipley	Mark Shipley 1717 N. Old Ranch Rd Tucson, Az 85745	Warrant Letter Mailed	7/23/18	Attempted				Sellars

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

Constable Clerk:

County: Gila

Precinct: Globe Regional

Mileage Total: 1044

Total Cases Served/Attempted: 240

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/23/18	Warrant Letter	J0403TR2017-709	Globe Regional Justice Court	State of Arizona	Sean Perez	Sean Perez/433 W. Tremont St. Globe, Az 85501	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403TR2000-1212	Globe Regional Justice Court	State of Arizona	Augustin Calvillo	Augustin Calvillo/5872 S. El Camino Claypool, Az 85532	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403TR2000-2716	Globe Regional Justice Court	State of Arizona	Augustin Calvillo	Augustin Calvillo/5872 S. El Camino Claypool, Az 85532	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403TR2006-1845	Globe Regional Justice Court	State of Arizona	Augustin Calvillo	Augustin Calvillo/5872 S. El Camino Claypool, Az 85532	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	j0403cr2012-167	Globe Regional Justice Court	State of Arizona	Augustin Calvillo	Augustin Calvillo/5872 S. El Camino Claypool, Az 85532	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403CR2001-1412	Globe Regional Justice Court	State of Arizona	Augustin Calvillo	Augustin Calvillo/5872 S. El Camino Claypool, Az 85532	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403TR2006-495	Globe Regional Justice Court	State of Arizona	Augustin Calvillo	Augustin Calvillo/5872 S. El Camino Claypool, Az 85532	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/23/18	Warrant Letter	J0403CR2012-558	Globe Regional Justice Court	State of Arizona	Justin Dewey	Justin Dewey/P O Box 283 Bylas, Az 85530	Warrant Letter Mailed	7/23/18	Attempted			61	Sellars
7/23/18	Warrant Letter	J0403CR2009-342	Globe Regional Justice Court	State of Arizona	Shawn Johnson	Shawn Johnson/P O Box 763 Globe, Az 85501	Warrant Letter Mailed	7/23/18	Attempted				Sellars
7/17/18	Order to Show Cause	J0403TR2018-464	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/478 E. Sycamore St. Globe, Az 85501	Brett Hicks/1400 S. Ash St. Globe,Az 85501	7/24/18	Served				Mancha
7/17/18	Order to Show Cause	J0403TR2011-1450	Globe Regional Justice Court	State of Arizona	Brett Hicks	Brett Hicks/478 E. Sycamore St. Globe, Az 85501	Brett Hicks/1400 S. Ash St. Globe,Az 85501	7/24/18	Served				Mancha
7/24/18	Order to Show Cause	M0441TR2013-7151	Globe Regional Justice Court	State of Arizona	Gerald Leach	Gerald Leach/833 W. Merritt St. Miami, Az 85539	Gerald Leach/1100 South St. Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	J0403TR2018-1002	Globe Regional Justice Court	State of Arizona	Fernando Morales	Fernando Morales/8065 S. ice House Cyn Globe, Az 85501	Fernando Morales/8065 S. Ice House Cyn Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	J0403TR2018-390	Globe Regional Justice Court	State of Arizona	Eddie Benavidez	Eddie Benavidez/5704 S. Central Dr. Globe, Az 85501	Eddie Benavidez/5704 S. Central Dr. Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	M0441TR2015-7088	Globe Regional Justice Court	State of Arizona	Eddie Benavidez	Eddie Benavidez/5704 S. Central Dr. Globe, Az 85501	Eddie Benavidez/5704 S. Central Dr. Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	J0403TR2015-1594	Globe Regional Justice Court	State of Arizona	Eddie Benavidez	Eddie Benavidez/5704 S. Central Dr. Globe, Az 85501	Eddie Benavidez/5704 S. Central Dr. Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	J0403TR2015-2546	Globe Regional Justice Court	State of Arizona	Eddie Benavidez	Eddie Benavidez/5704 S. Central Dr. Globe, Az 85501	Eddie Benavidez/5704 S. Central Dr. Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Hearing Order Prior to IAH	J0403CV2018-348	Globe Regional Justice Court	State of Arizona	Robert Janecek	Protected Information	Protected Information	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	J0403TR2017-231	Globe Regional Justice Court	State of Arizona	Sarah Bread	Sarah Bread 1601 N. Cherry Ave. Globe, Az 85501	Sarah Bread 1601 N. Cherry Ave. Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	J0403CR2018-93	Globe Regional Justice Court	State of Arizona	Lisa Conrad	Lisa Conrad/323 S. Sutherland St. Globe, Az 85501	Lisa Conrad/323 S. Sutherland St. Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	J0403TR2016-2241	Globe Regional Justice Court	State of Arizona	Justin Clyder	Justin Clyder/1775 N. Broad St. # 84 Globe, Az 85501	Justin Clyder/1775 N. Broad St. # 84 Globe, Az 85501	7/24/18	Served				Taylor
7/24/18	Order to Show Cause	J0403CR2017-163	Globe Regional Justice Court	State of Arizona	Christine Kimble	Christine Kimble/2165 N. Wheatfields Rd #59 Globe, Az 85501	None	7/24/18	Attempted				Taylor
7/24/18	Order to Show Cause	J0403TR2018-997	Globe Regional Justice Court	State of Arizona	Derek Hansen	Derek Hansen/589 W. Banker Ave. Globe, Az 85501	None	7/24/18	Attempted			65	Taylor
7/24/18	Order to Show Cause	J0403CR2017-163	Globe Regional Justice Court	State of Arizona	Christine Kimble	Christine Kimble/2165 N. Wheatfields Rd #59 Globe, Az 85501	None	7/25/18	Attempted				Taylor
7/24/18	Hearing Order on IAH	J0403CV2018-362	Globe Regional Justice Court	Protected Information	Emelie Plunkett	Emelie Plunkett/5488 E. Story St. Globe, Az 85501	Emelie Plunkett/5488 E. Story St. Globe, Az 85501	7/25/18	Served				Taylor
7/24/18	Order to Show Cause	J0403TR2018-997	Globe Regional Justice Court	State of Arizona	Derek Hansen	Derek Hansen/589 W. Banker Ave. Globe, Az 85501	Isabel Hansen/589 W. Banker Ave Globe, Az 85501	7/25/18	Served				Taylor
7/24/18	Orderd fto Shjow Cause	J0403TR2018-524	Globe Regional Justice Court	State of Arizona	Brittany Pearsall	Brittany Pearsall/1408 E. Birch St. Globe, Az 85501	Adam Verdugo/1408 E. Birch St. Globe, Az 85501	7/25/18	Served				Taylor
7/24/18	Order to Show Cause	2018CR12325	Payson Regional Court	State of Arizona	Sherry Urban	Sherry Urban/57560 N. AZ HWY 188 Payson, Az 85541	Sherry Urban/1100 South St. Globe, Az 85501	7/25/18	Served				Taylor
7/25/18	Notice of Hearing	J0403TR2018-1603	Globe Regional Justice Court	State of Arizona	Robert Clark Jr.	Deputy Avalos/1100 South St. Globe, Az 85501	Jessica Carbijal-GCSO 1100 South St. Globe, Az 85501	7/25/18	Served				Taylor
7/25/18	Notice of Hearing	J0403TR2018-1506	Globe Regional Justice Court	State of Arizona	Mercedes Robles	Trooper Hogan/DPS Hwt 60/70 Globe, Az 85501	D. Sneezy-DPS/DPS 1902 HWY 60/77 Globe, Az 85501	7/25/18	Served				Taylor
7/25/18	Notice of Hearing	J0403TR2018-1322	Globe Regional Justice Court	State of Arizona	Jason Hunnicutt	Trooper Hogan/DPS Hwt 60/70 Globe, Az 85501	D. Sneezy-DPS/DPS 1902 HWY 60/77 Globe, Az 85501	7/25/18	Served				Taylor

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor
Constable Clerk:

County: Gila
Precinct: Globe Regional

Total Cases Served/Attempted: 240

Mileage Total: 1044

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
6/1/18	Summons & Complaint	J0403CV2018-242	Globe Regional Justice Court	Bank of America	Kimbrly Cason	Kimberly Cason/400 Green Rd. Globe, Az 85501	Arnold Cason/400 Green Rd. Globe, AZ 85501	7/25/18	Served				Mancha
6/27/18	Summons & Complaint	J0403CV2018-305	Globe Regional Justice Court	Midland Funding, LLC	Doris Rovira	Doris Rovira/244 S. Indian Loop Miami, AZ 85539	None	7/25/18	Attempted				Taylor
7/24/18	Order to Show Cause	J0403CR2017-568	Globe Regional Justice Court	State of Arizona	Mark Ramos	Mark Ramos/541 W. Hackney Ave #1 Globe, Az 85501	None	7/25/18	Attempted			65	Taylor
6/27/18	Summons & Complaint	J0403CV2018-305	Globe Regional Justice Court	Midland Funding, LLC	Doris Rovira	Doris Rovira/244 S. Indian Loop Miami, AZ 85539	Doris Rovira/244 S. Indian Loop Miami, AZ 85539	7/26/18	Served				Mancha
7/25/18	Hearing Order on IAH	J0403CV2018-354	Globe Regional Justice Court	Protected Information	Gina Garrett	Protected Information	Protected Information	7/26/18	Served				Mancha
7/26/18	Summons	CR2017-388	Gila County Superior Court	State of Arizona	Jess William Anaya	Protected Information	Protected Information	7/26/18	Served				Mancha
7/24/18	Order to Show Cause	J0403CR2017-568	Globe Regional Justice Court	State of Arizona	Mark Ramos	Mark Ramos/541 W. Hackney Ave #1 Globe, Az 85501	None	7/26/18	Attempted				Mancha
7/26/18	Summons & Complaint	CV201800208	Gila County Superior Court	Smart Tax Holdings, LLC	Patrick Cunningham	Patrick Cunningham/408 E. Maple St. Globe, Az 85501	None	7/26/18	Attempted			79	Mancha
7/26/18	Summons & Complaint	CV201800208	Gila County Superior Court	Smart Tax Holdings, LLC	Patrick Cunningham	Deborah Savage/1400 E. Ash St. Globe, Az 85501	None	7/26/18	Attempted				Mancha
7/27/18	Warrant Letter	J0403TR2011-3006	Globe Regional Justice Court	State of Arizona	Michael Stotts	Michael Stotts/4590 Larkspur Dr. Show Low, Az 85901	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2014-53	Globe Regional Justice Court	State of Arizona	Danielle Guzman	Danielle Guzman/765 N. Rose Ln Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403TR2004-2697	Globe Regional Justice Court	State of Arizona	Danielle Guzman	Danielle Guzman/765 N. Rose Ln Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2016-67	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2016-46	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2015-770	Globe Regional Justice Court	State of Arizona	Jospeph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2015-761	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403TR2011-1826	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403TR2010-4997	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2007-90	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2012-188	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2011-221	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2010-789	Globe Regional Justice Court	State of Arizona	Joseph Martinez	Joseph Martinez/5597 S. Cobb Ave. Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403TR2017-2099	Globe Regional Justice Court	State of Arizona	Dustin Craig	Dustin Craig/906 W. Isabella Ave. Mesa, Az 85210	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2012-638	Globe Regional Justice Court	State of Arizona	Justin Dewey	Justin Dewey/P O Box 283 Bylas, Az 85530	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2012-152	Globe Regional Justice Court	State of Arizona	Nora Peru	Nora Peru/953 Linda Vista Dr. Globe, AZ 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403TR2005-1645	Globe Regional Justice Court	State of Arizona	Alex Arreola	Alex Arreola/614 E. Melrose Dr. Casa Grande, Az 85222	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR0000950958	Globe Regional Justice Court	State of Arizona	Kevin Wood	Kevin Wood/5734 S. Old Oak St. Claypool, Az 85532	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403TR2008-1810	Globe Regional Justice Court	State of Arizona	Oliver Dean	Oliver Dean/P O Box 398 San Carlos, Az 85550	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403TR2008-4430	Globe Regional Justice Court	State of Arizona	Oliver Dean	Oliver Dean/P O Box 398 San Carlos, Az 85550	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Warrant Letter	J0403CR2006-116	Globe Regional Justice Court	State of Arizona	Angel Olvera	Angel Olvera/5900 N. Main St. #11 Globe, Az 85501	Warrant Letter Mailed	7/27/18	Mailed				Sellars
7/27/18	Divorce Packet	DO201800249	Gila County Superior Court	Adriean Evans	Joshua Evens	Joshua Evans/725 S. Eleventh St. Globe, Az 85501	Joshua Evans/725 S. Eleventh St. Globe, Az 85501	7/27/18	Served			60	Mancha

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

Constable Clerk:

County: Gila

Precinct: Globe Regional

Total Cases Served/Attempted: 240

Mileage Total: 1044

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/24/18	Order to Show Cause	J0403CR2017-568	Globe Regional Justice Court	State of Arizona	Mark Ramos	Mark Ramos/541 W. Hackney Ave #1 Globe, Az 85501	None	7/30/18	Attempted				Mancha
7/30/18	Warrant Letter	J0403CR2007-385	Globe Regional Justice Court	State of Arizona	Troy Goodman	Troy Goodman/253 S. Broad St. #2 Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR000960140	Globe Regional Justice Court	State of Arizona	Troy Goodman	Troy Goodman/253 S. Broad St. #2 Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2009-1088	Globe Regional Justice Court	State of Arizona	Troy Goodman	Troy Goodman/253 S. Broad St. #2 Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2011-608	Globe Regional Justice Court	State of Arizona	Troy Goodman	Troy Goodman/253 S. Broad St. #2 Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2014-153	Globe Regional Justice Court	State of Arizona	Troy Goodman	Troy Goodman/253 S. Broad St. #2 Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2015-704	Globe Regional Justice Court	State of Arizona	Troy Goodman	Troy Goodman/253 S. Broad St. #2 Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2016-51	Globe Regional Justice Court	State of Arizona	Troy Goodman	Troy Goodman/253 S. Broad St. #2 Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403TR2017-475	Globe Regional Justice Court	State of Arizona	Amanda Wise	Amanda wise/1600 E. Hwy 70 Trlr #11 Safford, Az 85546	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403TR2017-1245	Globe Regional Justice Court	State of Arizona	Aaron Judge	Aaron Judge/P O Box 741 Tonalea, Az 86044	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403TR2012-3031	Globe Regional Justice Court	State of Arizona	Jusus flores Jr	Jusus flores Jr/146 E. Halby Ct. Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2014-585	Globe Regional Justice Court	State of Arizona	Anna Dillon	Anna Dillon/P O Box 212 San Carlos, Az 85550	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/27/18	Hearing Order Prior to IAH	J0403CV2018-362	Globe Regional Justice Court	Protected Information	Emelie Plunkett	Emelie Plunkett/5488 E. Story St. Globe, Az 85501	None	7/30/18	Attempted				Mancha
7/30/18	Warrant Letter	J0403TR2015-1856	Globe Regional Justice Court	State of Arizona	Audrey Macias	Audrey Macias/1101 Lindsay Dr. Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403TR2007-2890	Globe Regional Justice Court	State of Arizona	Audrey Macias	Audrey Macias/1101 Lindsay Dr. Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403TR206-1314	Globe Regional Justice Court	State of Arizona	Audrey Macias	Audrey Macias/1101 Lindsay Dr. Globe, Az 85501	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2010-57	Globe Regional Justice Court	State of Arizona	Jason Winters	Jason Winters/5890 S. New St. Claypool, Az 85532	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2009-594	Globe Regional Justice Court	State of Arizona	Jason Winters	Jason Winters/5890 S. New St. Claypool, Az 85532	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2008-685	Globe Regional Justice Court	State of Arizona	Jason Winters	Jason Winters/5890 S. New St. Claypool, Az 85532	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/30/18	Warrant Letter	J0403CR2007-810	Globe Regional Justice Court	State of Arizona	Jason Winters	Jason Winters/5890 S. New St. Claypool, Az 85532	Warrant Letter Mailed	7/30/18	Mailed				Sellars
7/27/18	Hearing Order Prior to IAH	J0403CV2018-362	Globe Regional Justice Court	Protected Information	Emelie Plunkett	Emelie Plunkett/5488 E. Story St. Globe, Az 85501	Emelie Plunkett/5488 E. Story St. Globe, Az 85501	7/30/18	Served				Mancha
7/24/18	Order to Show Cause	J0403CR2017-568	Globe Regional Justice Court	State of Arizona	Mark Ramos	Mark Ramos/541 W. Hackney Ave #1 Globe, Az 85501	Mark Ramos/541 W. Hackney Ave #1 Globe, Az 85501	7/30/18	Served				Mancha
7/27/18	Order to Show Cause	J0403CR2016-196	Globe Regional Justice Court	State of Arizona	Robert Hampton	Robert Hampton/738 E. South St. Globe, Az 85501	Robert Hampton/420 Cedar St. Apt C Globe, Az 85501	7/30/18	Served				Mancha
7/27/18	Hearing Order Prior to IAH	J0403CV2018-362	Globe Regional Justice Court	Protected Information	Emelie Plunkett	Protected Information	Protected Information	7/30/18	Served				Mancha
7/27/18	Divorce Packet	DO201800249	Gila County Superior Court	Adriean Evans	Joshua Evens	Adriean Evans/725 S. Eleventh St. Globe, Az 85501	Adriean Evens/1100 South St. Globe, Az 85501	7/30/18	Served				Mancha
7/27/18	Summons	J0403CR2018-515	Globe Regional Justice Court	State of Arizona	Lorie Benavidez	Lorie Benavidez/6206 S. Russell Rd. #23 Globe, Az 85501	Lorie Benavidez/6206 S. Russell Rd. #23 Globe, Az 85501	7/30/18	Served			52	Mancha
7/27/18	Summons	M0441TR2018-7104	Globe Regional Justice Court	State of Arizona	Joshua Franco	Joshua Franco/1818 N. Bixby Rd. Globe, Az 85501	None	7/30/18	Attempted				Mancha
7/27/18	Summons	M0441TR2018-7104	Globe Regional Justice Court	State of Arizona	Joshua Franco	Joshua Franco/5772 S. Russell Rd. Globe, Az 85501	None	7/30/18	Attempted				Mancha
7/27/18	Order of Protection	J043CV2018-367	Globe Regional Justice Court	Protected Information	Jamie Leonard	Jamie Leonard/5296 S. High St. Globe, Az. 85501	None	7/30/18	Attempted				Mancha
7/30/18	Order of Protection	J0403CV2018-368	Globe Regional Justice Court	Protected Information	Aaron Noriega	Aaron Noriega/725 S. Tenth St. Globe, Az 85501	None	7/30/18	Attempted				Mancha
7/30/18	Writ of Restitution	J0403CV2018-345	Globe Regional Justice Court	John Kelley	Cheri Clark	Cheri Clark/420 E. Cedar St. Apt C Globe, Az 85501	Cheri Clark/420 E. Cedar St. Apt C Globe, Az 85501	7/31/18	Served				Mancha

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Richard Taylor

Constable Clerk:

County: Gila

Precinct: Globe Regional

Mileage Total: 1044

Total Cases Served/Attempted: 240

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
7/30/18	Order of Protection	J0403CV2018-368	Globe Regional Justice Court	Protected Information	Aaron Noriega	Aaron Noriega/725 S. Tenth St. Globe, Az 85501	Aaron Noriega/245 S. Holly Circle Globe, Az. 85501	7/31/18	Served				Mancha
7/30/18	Summons & Complaint	J0403CV2018-340	Globe Regional Justice Court	Midland Funding, LLC	Tammy Acosta	Tammy Acosta/1251 Upper Pinal Creek #11 Globe, Az 85501	Tammy Acosta/1251 Upper Pinal Creek #11 Globe, Az 85501	7/31/18	Served				Mancha
7/27/18	Summons	M0441TR2018-7104	Globe Regional Justice Court	State of Arizona	Joshua Franco	Joshua Franco/6267 S. Russell Rd. Globe, Az 85501	None	7/31/18	Attempted				Mancha
7/27/18	Summons	M0441TR2018-7104	Globe Regional Justice Court	State of Arizona	Joshua Franco	Joshua Franco/6003 S. Board St. Claypool, Az 85532	Joshua Franco/6003 S. Board St. Claypool, Az 85532	7/31/18	Served				Mancha
7/31/18	Order to Show Cause	J0403TR2017-1659	Globe Regional Justice Court	State of Arizona	Michael Whipple	Michael Whipple/218 S. Cedar Ave. Miami, Az 85539	None	7/31/18	Attempted				Mancha
7/31/18	Order to Show Cause	J0403TR2016-1190	Globe Regional Justice Court	State of Arizona	David Myers	David Myers/945 W. Cypress Dr. Globe, Az 85501	None	7/31/18	Attempted				Mancha
7/26/18	Summons & Complaint	CV201800208	Gila County Superior Court	Smart Tax Holdings, LLC	Patrick Cunningham	Deborah Savage/1400 E. Ash St. Globe, Az 85501	None	7/31/18	Attempted				Mancha

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 7/31/2018

CONTRACT #

GRANT #

DEPOSIT TO FUND MULTIPLE FUND/GENERAL FUND FUND #

REMITTING AGENCY Globe Regional Constable #321

BILLING PERIOD SERVICE FEES FOR JULY 2018

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
T915 2061	CASH	CESTB WRIT FEE	5	00
1005.321.3405.30	CASH		332	00
	21378		64	00
	1096		40	00
	2783		120	00
	21417		64	00
	21731		64	00
	7167		40	00
	1512		120	00
	1119		48	00
	1023		184	00
			1071	00

Preparer Signature: Michael Lemar Title Clerk

Approved Signature: Robert A. Mark Title CONSTABLE

SUMMARY OF DEPOSIT

Currency	327 —
Coins	
Checks	744 00
Total	1071 —

1 @ 100 = 100
9 @ 20 = 180
2 @ 10 = 20
4 @ 5 = 20
7 @ 1 = 7
327

TREASURER By DCoy Date 7/31/18

ORIGINAL OFFICE

141310

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 7/31/18

CONTRACT #

GRANT #

DEPOSIT TO FUND MULTIPLE FUND / GENERAL FUND FUND #

REMITTING AGENCY Globe Regional Constable # 321

BILLING PERIOD Service Fees for July 2018

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.321.3405.80	6584		80	00
	23168		64	00
			144	00

Preparer Signature: [illegible] Title Clerk

Approved Signature: Robert A. Mendoza Title CONSTABLE

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	144.00
Total	144.00

TREASURER By [illegible] Date 7/31/18

ORIGINAL OFFICE

141311

ARF-5079 **Consent Agenda Item** **5. J.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Reporting Period: August 20, 2018, and August 28, 2018, Meeting Notes

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

August 20, 2018, and August 28, 2018, Board of Supervisors' Meeting Minutes.

Suggested Motion

Approval of the August 20, 2018, and August 28, 2018, Board of Supervisors' meeting minutes.

Attachments

08-20-18 Meeting Notes

08-28-18 Meeting Notes

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: August 20, 2018

TIM R. HUMPHREY Chairman	**MARIAN SHEPPARD** Clerk of the Board
WOODY CLINE Vice-Chairman	By: Marian Sheppard Clerk
TOMMIE C. MARTIN Member	Gila County Courthouse Globe, Arizona

---

PRESENT: Tim R. Humphrey; Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via ITV); Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy Gila County Attorney (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

ABSENT: W. James Menlove, County Manager

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Humphrey called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Michael O'Driscoll led the Pledge of Allegiance and Pastor Carl Peterson of the United Methodist Church in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of the Arizona Department of Environmental Quality's Voluntary Environmental Stewardship Program recognizing Gila County for the outstanding environmental compliance history of Buckhead Mesa Landfill in Payson.

Byron James, Arizona Department of Environmental Quality (ADEQ) Community Liaison for Gila County, advised that, on behalf of the ADEQ, he was pleased to present a Certificate of Recognition to Gila County and to welcome the County to the Voluntary Environmental Stewardship Program (Program). The Program was established by the legislature and signed into law in 2012. It provides incentives and recognition for organizations to go above and beyond environmental law requirements. Mr. James explained that this Program contains various levels of recognition; today's recognition is at the

bronze level and it goes up to the platinum level. He encouraged the County to consider applying for higher levels of recognition in the Program. The Buckhead Mesa Landfill has not had any state environmental violations for the past 3 years, which shows Gila County's commitment to assuring environmental compliance. Mr. James read aloud the language contained on the certificate and it was then presented to Sharon Winters, Recycling and Landfill Manager, and Mark Gann, Operations Supervisor at Buckhead Mesa Landfill.

Item 3 – PUBLIC HEARINGS:

A. Convene a public hearing to hear citizens who may wish to comment on the Gila County Subdivision Regulations; and adopt Resolution No. 18-08-04, which allows the adoption of the Gila County Subdivision Regulations (by reference) and repeals previously adopted Gila County Subdivision Regulations No. 81502; related Resolutions Nos. 02-09-09, 09-03-09 and 09-05-03; and all subsequent amendments to the Subdivision Regulations.

Scott Buzan, Community Development Division Director, explained that subdivision regulations are instruction manuals for developing subdivisions. After a 10-year hiatus, Mr. Buzan advised that the County is seeing an interest in developing subdivisions in Gila County. He reviewed two major changes that are being made to the Gila County Subdivision Regulations which are: 1) the ability to allow 1 access point for a subdivision with fewer than 25 lots; and 2) the elimination of the small division section in the Regulations. Mr. Buzan commented that the County mirrors the International Fire Code, which states fewer than 30 lots; however, the County decided to be less conservative by allowing fewer than 25 lots. He also added that the County would prefer 2 access points to a subdivision but has decided to allow just 1. Supervisor Martin commented that the County seeks 2 access points and she is glad that a developer will not be penalized if they can only provide 1 access point. Chairman Humphrey opened the public hearing; there were no comments, so he closed the public hearing and asked for a Board motion. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 18-08-04. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

B. Convene a hearing for a liquor license application (County No. LL-18-03) submitted by James Aldo Bruzzi for a new Series 12 Restaurant License at the Bruzzi Vineyard, 47209 N. Highway 288, Young; and issue a recommendation to the State Liquor Board on whether or not the State Liquor Board should grant or deny the license.

Marian Sheppard, Clerk of the Board, advised that the purpose of this hearing is to hear from those individuals who live within a one-mile radius of the

proposed location for the liquor license. She reviewed the County's internal review process and advised there are no issues with the applicant. Ms. Sheppard stated that she has not received written objections from anyone living within a one-mile radius of the proposed business and she asked the Chairman to proceed with the public hearing. Chairman Humphrey opened the public hearing and there being no comments, he closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously voted to recommend that the State Liquor Board approve this license.

Item 4 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to set primary and secondary property tax rates for 2018 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer; and adopt Resolution No. 18-08-01 providing for the collection of taxes for all jurisdictions by the County Treasurer for FY 2019.

Mary Springer, Finance Director, advised that the resolution being presented for Board adoption has two attachments; Schedule A outlines the tax levies and tax rates for all taxing jurisdictions in Gila County to include cities, towns, Gila County Provisional Community College District and all special taxing districts, and Schedule B outlines the tax levies and tax rates for the school districts. She advised that today is the last day allowed per statute to set primary and secondary property tax rates for the current fiscal year. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 18-08-01. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to authorize joining pending Class Action Lawsuit, *Kane County, Utah v. United States*, to recover underpaid 2015-2017 PILT (Payment in Lieu of Taxes) payments and to submit a Class Action Opt-In Notice.

Jacque Sanders, Deputy County Manager, District Librarian, advised that the Court of Federal Claims, in the case of *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991C, has directed sending an opt-in notice to a Class made up of "all units of general local government," as defined in 31 U. S. C. § 6901(2), that received payment under 31 U. S. C. § 6902(a) of the PILT Act in fiscal years 2015, 2016, and or 2017. Gila County was underpaid $91,000 in PILT funding. If the Board authorizes joining this lawsuit, Ms. Sanders advised that one-third of the money received will go toward attorney's fees. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously authorized joining pending Class Action Lawsuit, *Kane County, Utah v. United States*, to recover underpaid 2015-2017 PILT payments and to submit a Class Action Opt-In Notice.

C. Information/Discussion/Action to adopt Resolution No. 18-08-06; and authorize the Chairman's signature on the U.S. Department of Justice Certification and Assurances of which the Resolution and Certification and Assurances are a component of the Gila County Drug, Gang, and Violent Crimes Control Grant Agreement No. DC-19-004.

Travis Baxley, Sheriff's Office Task Force Commander, advised that on July 10, 2018, the Board of Supervisors approved Grant Agreement No. DC-19-004. New grant requirements were put in place in FY 2019 whereby a resolution needs to be adopted by the Board of Supervisors as well as the U.S. Department of Justice Certification and Assurances need to be signed by the Board Chairman. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 18-08-06 and authorized the Chairman's signature on the U.S. Department of Justice Certification and Assurances of which the Resolution and Certification and Assurances are a component of the Gila County Drug, Gang, and Violent Crimes Control Grant Agreement No. DC-19-004. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

D. Information/Discussion/Action to adopt Resolution No. 18-08-05 authorizing the Gila County Community Services Division, Housing Services, to submit an application to the Arizona Department of Housing for HOME Investment Partnership Program funds and State Housing Fund (SHF) funds in the amount of $242,000 to be utilized for housing rehabilitation for fiscal year 2018-2019.

Malissa Buzan, Community Services Division Director, advised that if Gila County is awarded the requested grant funds, the money will be used to repair and or improve 4 owner-occupied dwelling units. She added that there may be enough money to do 6 units. Vice-Chairman Cline inquired if the units have been selected to which Ms. Buzan affirmed that 4 units have been chosen for repairs and or improvements. She added that her staff does a limited title search and income verification on all applicants before selecting the units. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 18-08-05. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

E. Information/Discussion/Action to adopt Resolution No. 18-08-02 for the installation of regulatory signage at the intersection of Bradshaw Drive and Old County Road in Gila County.

Steve Sanders, Public Works Division Director, advised that the subject roads are in Pine. Public Works has received numerous requests from homeowners in the area for the County to assess the signage at the intersection to determine if anything can be done to improve the safety of the intersection.

The County Engineer and Engineering Department staff assessed the intersection for safety. Due to limited sight visibility of the intersection, staff feels it is necessary to stop all traffic at the intersection. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 18-08-02. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

F. Information/Discussion/Action to adopt Resolution No. 18-08-03 for the installation of regulatory signage at the intersection of Randall Place and Pine Creek Drive in Gila County.

Mr. Sanders advised that the subject roads are in Pine. This intersection is near an elementary school and a public library and there is a lot of pedestrian traffic in the area. The Sheriff's Office requested that the Public Works Division assess the intersection because of safety concerns. It was determined that an appropriate safety feature would be to stop all traffic at the intersection. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 18-08-03. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

G. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 080118-*Purchase Two New Belly Dump Trailers*; and declare the existing trailers (C-48T and C-60T) as surplus property so they can be sold at an auction.

Mr. Sanders advised that the belly dump trailers currently being used are worn out and unsafe, so this request is to purchase two new belly dump trailers and sell the older trailers at auction. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously authorized the advertisement of Invitation for Bids No. 080118.

H. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 080218-1-*Purchase One New 1 Ton, Full Size, 4x4 Regular Cab, SRW, Cab and Chassis and Utility Service Body with 60" Cab to Axle Dimension* for assignment to Engineering Services.

Mr. Sanders stated that this Invitation for Bids is to purchase a sign truck that will be utilized in southern Gila County, the Copper Region. Last year a similar vehicle was purchased that is used in northern Gila County, the Timber Region. Mr. Sanders assured the Board that there wouldn't be an increase in the number of fleet vehicles with this purchase. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously authorized the advertisement of Invitation for Bids No. 080218-1.

I. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 080818-G*isela Road Improvements Project.*

Mr. Sanders stated that the County is continually trying to improve Gisela Roads. The proposed project would improve approximately 0.63 miles of the existing roadway west of the summit area. The proposed work consists of pulverizing the existing pavement surface and base material where applicable followed by the installation of new aggregate base material and asphaltic concrete pavement. The construction of a new asphalt section on Gisela road will eliminate the current need for routine maintenance by County forces and will provide a safer roadway for the traveling public. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously authorized the advertisement of Invitation for Bids No. 080818.

J. Information/Discussion/Action to approve the use of the 1GPA Cooperative in accordance with the 1GPA Contract No. 17-16P-05 with Sunland Asphalt to provide the necessary pavement preservation measures and pavement replacement in the amount of $368,266.92.

Mr. Sanders advised that Stagecoach Trail in the Roosevelt Resort area and Roosevelt Estates Road in Roosevelt Estates need pavement replacement and or preservation. Gila County is a member of the 1Government Alliance (1GPA) cooperative purchasing agreement. He stated that if approved, Sunland Asphalt is ready to begin working on these road within the next 2-3 weeks. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved the use of the 1GPA Cooperative in accordance with the 1GPA Contract No. 17-16P-05 with Sunland Asphalt to provide the necessary pavement preservation measures and pavement replacement in the amount of $368,266.92.

Item 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 Amendment No. 1 to the S.A.V.E. Cooperative IFB #M16-13-21 with Sunland Asphalt for Copper Region pavement preservation to extend contract to November 15, 2018.

B. Approval to appoint Charles Proudfoot to fulfill Lynn Canning's unexpired term of office on the Community Action Program (CAP) Advisory Board through 12/31/19; acknowledge the re-elections of Annie Hinojos and Nolberto Waddell to serve on the CAP Advisory Board for the term 1/1/18 to 12/31/21; and acknowledge the re-appointments of Vicky Quesada and Michael Black to serve on the CAP Advisory Board for the term of 1/1/18 to 12/31/21.

C. Approval of a Special Event Liquor License Application submitted by the Pine Strawberry Fuel Reduction for a fundraising event to be held on September 14-15, 2018, at the Mary Ellen Randall Horse Arena in Pine.

D. Approval of a Special Event Liquor License Application submitted by the Rim Country Friends of Tonto Natural Bridge State Park for a fundraising event to be held on September 15, 2018, at the Tonto Natural Bridge State Park located 10 miles north of Payson.

E. Approval of the July 10, 2018, July 24, 2018, and August 7, 2018, Board of Supervisors' meeting minutes.

F. Acknowledgment of contracts under $50,000 which have been approved by the County Manager beginning 07-01-18 through 07-31-18.

G. Approval of finance reports/demands/transfers for the reporting period of June 6, 2018, through July 31, 2018.

Approve demands and budget amendments for operating transfers. Warrant numbers 290486 through 290587, 290589 through 290633, 290635 through 290903, 290905 through 291088, 291090 through 291116, 291118 through 291177, 291179 through 291431, and 291433 through 291559, totaling $8,309,847.81 for the period 06-06-18 through 07-31-18.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants are permanently attached to these minutes.)**

Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved Consent Agenda action items 5A-5G.

Item 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.

There was no public comment.

Item 7 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member and the County Manager presented a summary of current events.

Chairman Humphrey read aloud agenda items 8A and 8B and he asked the Board for a motion to go into executive session to address these items. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board voted unanimously to go into executive session to address agenda items 8A and 8B. Chairman Humphrey recessed the meeting at 10:55 a.m. and reconvened the meeting at 12:40 p.m.

Item 8 – EXECUTIVE SESSION ITEMS:

A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. Section 38-431.03(A)(3)-(4) to discuss and consult with the attorneys and the Board of Supervisors regarding the 2005 Intergovernmental Agreement (IGA) that is between Gila County Community College District (Provisional); Gila County; and Graham County Community College District d/b/a Eastern Arizona College in order to receive legal advice, consider its position and instruct its attorneys regarding negotiations of the IGA and after the regular meeting has been reconvened, move to direct its attorneys to proceed as directed in the executive session regarding this agenda item.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously directed the County Attorney's Office to proceed as discussed in the executive session.

B. Information/Discussion/Action to consider voting to go into executive session for the purpose of discussion or consultation with its attorney or attorneys in order to consider its position regarding the liquor license application of Robert K. Mitchell, Jr., agent for Below the Rim Meadery, the site development plan proposal for the winery, the lawsuit for injunctive relief, and the complaint for declaratory relief and instruct its attorneys regarding its position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or

resolve litigation and for discussion or consultation for legal advice with its attorneys under A.R.S. Section 38-431.03(3) and (4).

Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously directed the County Attorney's Office to proceed as discussed in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting 12:41 p.m.

APPROVED:

_____

Tim R. Humphrey, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: August 28, 2018

TOMMIE C. MARTIN Member	**MARIAN E. SHEPPARD** Clerk of the Board
TIM R. HUMPHREY Chairman	By: Marian Sheppard Clerk of the Board
WOODY CLINE Vice-Chairman	Gila County Courthouse Globe, Arizona

---

PRESENT: Tim R. Humphrey, Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager; Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy County Attorney Senior-Civil; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Humphrey called the work session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he asked James Menlove to lead the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Presentation to the Board by Janeen Rohovit, Salt River Project Government Relations Representative for rural counties.

Ms. Rohovit advised that Gila County has the largest piece of infrastructure in the state, the Roosevelt Dam, and other infrastructure, so it is important for Salt River Project (SRP) and Gila County government to have a strong relationship moving forward. She has worked with Supervisor Martin in the past when SRP rededicated Roosevelt Dam in 2011; however, she wanted to meet Supervisors Humphrey and Cline. Ms. Rohovit stated, "I'm grateful for the warm reception and I look forward to getting to know you better."

B. Information/Discussion regarding an evaluation of the permitting process and the on-going and proposed improvements to the Gila County building permit process.

James Menlove, County Manager, advised that in preparing this year's County budget all departments were reviewed to determine efficiencies and identify those areas in need of improvement. The Community Development Division is the first department that was chosen to review their permitting process because in the recent past, contractors and other permit applicants expressed dissatisfaction with the permit process and the time frame for getting permits approved. Mr. Menlove introduced Homero Vela, who has been working with the County for several months reviewing the permitting process. Mr. Vela stated that he has been working on this project with Scott Buzan, Community Development Division Director, and Steve Sanders, Public Works Division Director. He proceeded to provide a PowerPoint presentation. The permitting process was evaluated using available data from the permit tracking software (TRAKiT), staff interviews, contractor meetings and joint meetings between Public Works and Community Development and, as a result, areas of improvement have been identified. Improvement opportunities include eliminating unneeded and or redundant activities, working in parallel wherever possible, utilizing GIS mapping to drive decision making to the permit counter, and better utilization of TRAKiT to expedite workflow. A Permit Team was formed consisting of those involved in floodplain administration, grading and drainage, wastewater, and building safety to include the building safety official, permit technicians, building inspectors and code enforcement officers. Capitalizing on improvement opportunities, the Permit Team has established performance metrics for each type of permit type – PDI (Pre-Development Information), Flood, Grading and Drainage, Wastewater, and Plan Review. In 2017, the end-to-end permitting process was measured in months. The 2018 metrics is currently measuring the permitting process in weeks. The most current data shows that significant improvements have been realized over 2017. Some of the process improvements have been implemented in recent weeks and even though not all of the metrics have been attained, Mr. Vela believes the targets remain realistic. He stated that the work is on-going, and the Permit Team is committed to achieving excellent service in the permitting process. Throughout the presentation, the Supervisors, Mr. Buzan, Mr. Sanders and Mr. Menlove provided comments and suggestions such as having the County provide once a month training to owner builders; consider purchasing and implementing E-TRAKiT hopefully within the next 3 months, but no longer than within the next year, so the TRAKiT software can be used to its full capacity; utilize the Supervisors and County management to encourage "spontaneous communication" so it will become the culture of this organization; consider implementing a "fast track" permitting process whereby a fee would be charged; encourage contractors, etc. to attend public hearings for proposed changes to ordinances or other County regulations or schedule meetings with contractors every 6 months to inform them of upcoming changes; develop a very concise permitting checklist to avoid second or third submittals; and consider requiring contractors to do the soils test or have the County do them. Mr. Vela was concerned about the County's liability if the County approved the soils test, so he offered to contact other counties

regarding their processes and get back to the Board, which was agreed by all. Mr. Vela advised that fillable forms are being used for permitting until E-TRAKiT can be implemented. He added that permitting activity and performance will be shared and discussed amongst Community Development and Public Works staff on a monthly basis. Each Board member thanked Mr. Vela, Mr. Buzan and Mr. Sanders for the presentation and their work on this project.

C. Information/Discussion/Action to approve a Special Event Liquor License Application submitted by the Gila County Fair to serve liquor at the County Fair in Globe on September 20, 2018, through September 23, 2018.

Marian Sheppard, Clerk of the Board, advised that typically a Special Event Liquor License Application would be presented to the Board as a Regular Meeting Consent Agenda item; however, a special request was made by the Fair Committee to have this application approved as soon as possible so that it can be submitted to the State Department of Liquor Licenses and Control for final approval. She added that the Fair Committee is comprised of volunteers who have many responsibilities, so she understands the need to ensure that this application is approved by the Board and ultimately by the State. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the Special Event Liquor License Application submitted by the Gila County Fair to serve liquor at the County Fair in Globe on September 20, 2018, through September 23, 2018.

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.

No comments were offered by the public.

Item 4 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Supervisor and the County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 12:09 p.m.

APPROVED:

_____

Tim R. Humphrey, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

ARF-4776 **Consent Agenda Item** **5. K.**

Regular BOS Meeting

Meeting Date: 09/11/2018

Reporting Period: 08/07/18, 08/14/18, 08/21/18, and 08/28/18

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources reports for the weeks of August 7, 2018, August 14, 2018, August 21, 2018, and August 28, 2018.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of August 7, 2018, August 14, 2018, August 21, 2018, and August 28, 2018.

Attachments

HR Summary Report

08/07/18 Human Resources Report

08/14/18 Human Resources Report

08/21/18 Human Resources Report

08/28/18 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
DEPARTURES	**79**	13	6	18	5	8	7	16	6				
NEW HIRES REGULAR STATUS	**73**	9	7	14	10	4	7	11	11				
NEW HIRES TEMPORARY STATUS	**20**	0	0	0	1	0	14	1	4				
END OF PROBATIONARY PERIOD	**69**	10	8	5	13	12	2	9	10				
DEPARTMENTAL TRANSFERS	**37**	6	4	7	8	3	3	4	2				
OTHER ACTIONS	**117**	11	15	9	10	10	14	18	30				
REQUEST TO POST	**61**	13	4	12	4	6	12	7	3				
Total Transactions	**456**	**62**	**44**	**65**	**51**	**43**	**59**	**66**	**66**	**0**	**0**	**0**	**0**

HUMAN RESOURCES ACTION ITEMS
AUGUST 7, 2018

DEPARTURES:

1. Dorinda Nasewytewa – Clerk of Superior Court – Summer Youth Participant – 07/13/18 – General Fund – DOH 06/04/18

NEW HIRES:

2. Cody Schcolnick – Sheriff's Office – Detention Officer – 08/13/18 – General Fund – Replacing Brandi Kriley
3. Arthur Decker – Sheriff's Office – From Detention Officer(.48) – To Detention Officer – 08/13/18 – General Fund – Replacing Patricia Henderson

END PROBATIONARY PERIOD:

4. Christopher Jenkins – Public Works – Recycling and Landfill Equipment Operator Senior – 08/12/18 – Recycling and Landfill Management Fund
5. Michele Maupin – Public Works – Administrative Clerk Specialist – 08/12/18 – Public Works Fund

OTHER ACTIONS:

6. Leona Bowman – Community Services – Community Services Worker – 07/09/18 – GEST Fund – Change in fund code
7. Elaine Votruba – Library District – Public Services Librarian – 08/06/18 – Library District Grants(.16)/Library Assistance(.84) Funds – Change in FLSA status
8. John Gonzales Jr. – Sheriff's Office – Detention Officer – 08/13/18 – General Fund – Special assignment

HUMAN RESOURCES ACTION ITEMS
AUGUST 14, 2018

DEPARTURES:

1. Sarah Chavez – Health and Emergency Services – Accounting Clerk – 08/31/18 – Various Funds – DOH 07/25/11
2. Darin Guerena – Public Works – Temporary Employee – 07/26/18 – Public Works Fund – DOH 06/11/18

NEW HIRES:

3. Jessen Gillespie – Sheriff's Office – Detention Officer – 08/20/18 – General Fund – Replacing Nicholas Sedlachek
4. David Dumler – Public Works – Building Maintenance Technician – 08/27/18 – Facilities Management Fund – Replacing Chris Romiti

TEMPORARY HIRES TO COUNTY SERVICES:

5. Jerrilee Antunes – Globe Justice Court – Judge Pro Tempore – 08/15/18 – General Fund
6. Kimberly Hare – Library District – Temporary Early Literacy Community Liaison – 08/13/18 – Library District Grants Fund

END PROBATIONARY PERIOD:

7. Keith Conway – Sheriff's Office – Deputy Sheriff – 07/02/18 – General Fund
8. Chris Romiti – Public Works – Assistant Facilities Manager – 08/21/18 – Facilities Management Fund
9. Terrel Links – Board of Supervisors – Executive Administrative Assistant – 08/20/18 – General Fund

DEPARTMENTAL TRANSFERS:

10. Marylyn Lee – Sheriff's Office – From Deputy Sheriff – To Detention Officer – 08/20/18 – General Fund – Replacing Kassandra Charles

OTHER ACTIONS:

11. Brittney Griego – Sheriff's Office – Detention Officer – 09/10/18 – General Fund – Special assignment
12. Phillip Smith – Sheriff's Office – Deputy Sheriff – 08/13/18 – General Fund – Special assignment
13. Dustin Burdess – Sheriff's Office – Detention Officer – 08/27/18 – General Fund – Special assignment
14. John Gonzales Jr. – Sheriff's Office – Detention Officer – 08/26/18 – General Fund – End of special assignment
15. Brittney Griego – Sheriff's Office – Detention Officer – 09/23/18 – General Fund – End of special assignment
16. Phillip Smith – Sheriff's Office – Deputy Sheriff – 08/31/18 – General Fund – End of special assignment
17. Dustin Burdess – Sheriff's Office – Detention Officer – 09/09/18 – General Fund – End of special assignment

HUMAN RESOURCES ACTION ITEMS
AUGUST 21, 2018

DEPARTURES:

1. Daniel Ducharme – Sheriff's Office – Summer Youth Participant – 08/10/18 – General Fund – DOH 06/04/18
2. Deeadra Ursin-Zachary – Health and Emergency Services – Community Health Specialist – 08/31/18 – WIC Fund – DOH 11/12/13

NEW HIRES:

3. Robert Bulloch – Sheriff's Office – Deputy Sheriff – 08/27/18 – General Fund – Replacing Matthew Binney

TEMPORARY HIRES TO COUNTY SERVICES:

4. Kiley Sturgill – Public Works – Temporary Landfill Laborer – 08/27/18 – Recycling and Landfill Management Fund

END PROBATIONARY PERIOD:

5. Josephine Goode – Elections – Voter Outreach Coordinator – 08/26/18 – General Fund
6. Amy O'Connor – Public Works – GIS Technician – 09/12/18 – General Fund
7. Lisa Wilckens – Community Services – Fiscal Services Manager – 09/26/18 – Various Funds

DEPARTMENTAL TRANSFERS:

8. Robert Keefe – Probation – From Deputy Probation Officer 1 – To Deputy Probation Officer 4 – 08/27/18 – From Diversion Intake(.50)/Juvenile Intensive Probation Supervision(.50) Funds – To JPSF Fund - Replacing Erika Pisano

OTHER ACTIONS:

9. Jonica Flores – Sheriff's Office – Detention Officer – 08/13/18 – General Fund – Special assignment
10. Thor Nudson – Sheriff's Office – Deputy Sheriff – 09/03/18 – Sheriff BLESF Program(.99)/General(.01) Funds – Special assignment
11. Jonica Flores – Sheriff's Office – Detention Officer – 08/26/18 – General Fund – End of special assignment
12. Thor Nudson – Sheriff's Office – Deputy Sheriff – 10/14/18 – Sheriff BLESF Program(.99)/General(.01) Funds – End of special assignment
13. Lisa Foster – Probation – From Deputy Probation Officer 1 – To Deputy Probation Officer 2 – 08/01/18 – Adult Intensive Probation Supervision Fund – Obtained level 2 certification
14. Judy Alexander – Superior Court – Administrative Clerk Senior – 07/31/18 – Court Appointed Special Advocate(.50)/Court Improvement Project(.50) Funds - Revision

REQUEST TO POST:

15. Superior Court – Part-Time Bailiff – FY19 Position
16. Health and Emergency Services – Community Health Specialist – Vacated by Deeadra Ursin-Zachary
17. Public Works – Custodian – Vacated by Rochelle Madrid and Rebecca Taylor

HUMAN RESOURCES ACTION ITEMS
AUGUST 28, 2018

DEPARTURES:

1. Lauren Lopez – Health and Emergency Services – Summer Youth Participant – 08/17/18 – Teen Pregnancy Prevention Services Fund – DOH 06/04/18

NEW HIRES:

2. Clayton Johnson – Public Works – Construction Project Manager – 08/27/18 – Public Works Fund – Replacing Dennis Kroeger
3. Dan Rodriguez – Globe Constable's Office – Deputy Constable(.50) – 09/04/18 – General Fund – Replacing Richard Taylor
4. Crystal Singleton – Sheriff's Office – 911 Dispatcher – 09/03/18 – General Fund – Replacing Vanessa Bryce
5. Keturah McCleave – Public Works – Administrative Clerk Specialist – 09/04/18 – Public Works Fund – Replacing Karen Brake
6. Bianca Melford – Health and Emergency Services – Administrative Clerk Senior – 09/04/18 – Health Service Fund – Replacing Lorna Livernois
7. Stacey Espinoza – Library District/Finance – Administrative Assistant – 09/04/18 – Various Funds – Replacing Candy Bell

TEMPORARY HIRES TO COUNTY SERVICES:

8. Alyssa Griffin – Library District – Temporary Early Literacy Community Liaison – 09/04/18 – Library District Grants Fund

END PROBATIONARY PERIOD:

9. Christina Hext – Assessor's Office – Property Appraiser II – 09/04/18 – General Fund
10. Dylan Mojica – Assessor's Office – Mapping Technician – 09/04/18 – General Fund

OTHER ACTIONS:

11. Mark Guerena – Public Works – County Engineer – 08/27/18 – Public Works Fund – Reclassification
12. Matthew Havey – Sheriff's Office – Deputy Sheriff – 08/27/18 – General Fund – Special assignment
13. Phillip Smith – Sheriff's Office – Deputy Sheriff – 09/11/18 – General Fund – Special assignment
14. Brian Dirks – Sheriff's Office – Deputy Sheriff – 11/19/18 – General Fund – Special assignment
15. Tucker Kilbourne – Sheriff's Office – Deputy Sheriff – 10/08/18 – General Fund – Special assignment
16. Jessica Cruz – Sheriff's Office – 911 Dispatcher – 09/03/18 – General Fund – Special assignment
17. Stephanie Casillas – Sheriff's Office – 911 Dispatcher – 08/27/18 – General Fund – Special assignment
18. Matthew Havey – Sheriff's Office – Deputy Sheriff – 10/04/18 – General Fund – End of special assignment
19. Tucker Kilbourne – Sheriff's Office – Deputy Sheriff – 12/02/18 – General Fund – End of special assignment
20. Jessica Cruz – Sheriff's Office – 911 Dispatcher – 09/23/18 – General Fund – End of special assignment
21. Stephanie Casillas – Sheriff's Office – 911 Dispatcher – 09/23/18 – General Fund – End of special assignment
22. Phillips Smith – Sheriff's Office – Deputy Sheriff – 11/16/18 – General Fund – End of special assignment

23. Brian Dirks – Sheriff's Office – Deputy Sheriff – 12/30/18 – General Fund – End of special assignment
24. Thor Nudson – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff Sgt. – 08/24/18 – Sheriff BLESF Program(.99)/General(.01) Funds – Special assignment