

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF 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 THE COUNTY COMPLEX, 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, SEPTEMBER 3, 2019 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to adopt Resolution No. 19-09-01 which authorizes the disposal of a portion of Holly Drive located on the White Oaks Glen, Official Map No. 346, Gila County Records, Gila County, AZ; and authorize the Chairman's signature on the related Quit Claim Deeds. **(Steve Sanders)**
 - B. Information/Discussion/Action to approve Amendment No. 1 to Cooperative Agreement Sourcewell 032515-CAT Heavy Equipment with related Accessories, Attachments, and Supplies to extend the contract term with Empire Southwest for an additional year from August 7, 2019, to August 6, 2020 for up to \$400,000 annually. **(Steve Sanders)**
 - C. Information/Discussion/Action to approve a Memorandum of Understanding for FFY 2020 between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department, Community Action Program, which will allow Gila County to continue to be a Supplemental Nutrition Assistance Program Community Partner for the period of October 1, 2019, through September 30, 2020. **(Malissa Buzan)**

- D. Information/Discussion/Action to approve Amendment No. 3 to Contract No. 019-0444 between the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and the Gila County Community Services Department, Housing Services, whereby PGCSC will provide funding in the amount of \$10,226 to be used for home repair and renovations to eligible citizens residing in Gila County effective July 1, 2019, through June 30, 2020. **(Malissa Buzan)**
- E. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 305-10-022B and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**
- 3. **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 the Section Eight Management Assessment Program (SEMAP) Certification to finalize the FY 2019 U.S. Department of Housing and Urban Development (HUD) contractual obligations and to ensure that the Gila County Public Housing Agency receives a performance rating from HUD.
 - B. Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Lynne Morken to permanently extend the premises where liquor is permitted to be served at THAT Brewery & Pub/Rimside Grill located in Pine.
 - C. Acknowledgment of the Human Resources reports for the month of August 2019.

- D. Approval of the August 19, 2019, Board of Supervisors' meeting minutes.
 - E. Acknowledgment of the July 2019 monthly activity report submitted by the Clerk of the Superior Court's Office.
 - F. Acknowledgment of the July 2019 monthly activity report submitted by the Globe Regional Justice Peace's Office.
 - G. Acknowledgment of the July 2019 monthly activity report submitted by the Payson Regional Constable's Office.
 - H. Acknowledgment of the July 2019 monthly activity report submitted by the Globe Regional Constable's Office.
 - I. Acknowledgment of the July 2019 monthly activity report submitted by the Recorder's Office.
 - J. Acknowledgement of the July 2019 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
4. **CALL TO THE PUBLIC:** A 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.

5. 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-5636

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 09/03/2019

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Adoption of Resolution No. 19-09-01 authorizing the disposal of a portion of Holly Drive and the Chairman's signature on the Quit Claim Deed deeding a portion of Holly Drive to Covenant Interests – Investments LLC and White Oaks Glen LLC.

Background Information

During the regular meeting of the Gila County Board of Supervisors held on August 6, 2019, the Board accepted bids in the amount of \$4,293.00 from Covenant Interests – Investments LLC and \$2,065.00 from White Oaks Glen LLC for the purchase of a portion of Holly Drive located on White Oaks Glen Official Map No. 346, Gila County Records in Pine, Arizona.

Evaluation

The bidders have met all the requirements of the current Gila County policy on purchase of roadways in Gila County.

Conclusion

The next and final step in the process is for the Board of Supervisors to adopt a resolution which authorizes the disposal of a portion of Holly Drive located on the White Oaks Glen Official Map No. 346, Gila County Records, Gila County, Arizona, and the Chairman's signature on the Quit Claim Deed deeding a portion of Holly Drive to Covenant Interests – Investments LLC and White Oaks Glen LLC.

Recommendation

It is the recommendation of the Public Works Department Director that the Board of Supervisors adopt Resolution No. 19-09-01.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 19-09-01 which authorizes the disposal of a portion of Holly Drive located on the White Oaks Glen, Official Map No. 346, Gila County Records, Gila County, AZ; and authorize the Chairman's signature on the related Quit Claim Deeds.
(Steve Sanders)

Attachments

Resolution No. 19-09-01

QCD Gila County to Covenant Interests

QCD Gila County to White Oaks Glen

When recorded please send to
Marian Sheppard, BOS



RESOLUTION NO. 19-09-01

A RESOLUTION APPROVING THE DISPOSAL OF A PORTION OF HOLLY DRIVE LOCATED IN THE WHITE OAKS GLEN SUBDIVISION, OFFICIAL MAP NO. 346, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA

WHEREAS, Covenant Interests - Investments LLC and White Oaks Glen LLC are the owners of the land adjoining that portion of a roadway hereinbefore described; and

WHEREAS, it has been determined that the disposal of a portion of Holly Drive will not leave any property without access to public roads and streets of Gila County, and is not necessary for public use, and the same should be granted; and

WHEREAS, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain the portion of Holly Drive;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors:

Section 1: That the land described herein and constituting a portion of Holly Drive located on Official Map No. 346, Gila County Records, Gila County, Arizona, is hereby vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said portion of Holly Drive.

Section 2: That the Chairman of the said Board of Supervisors, be, and he is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the COUNTY OF GILA, a quit claim deed conveying Covenant Interests - Investments LLC and White Oaks Glen LLC as owners of a portion of Holly Drive, that the portion of roadway hereinbefore described, and to cause said Deed to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the said Supervisors.

The quit claim deeds and legal descriptions are attached for informational purposes only and will be recorded as separate documents

PASSED AND ADOPTED this 3rd day of September 2019, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Woody Cline, Chairman

Approved as to form:

The Gila County Attorney's Office

When recorded return to:
Gila County Public Works Dept.
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Four Thousand Two Hundred Ninety Three Dollars (\$4,293.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC**, does hereby release, devise, and forever quitclaim to **COVENANT INTERESTS INVESTMENTS LLC, an Arizona Limited Liability Company**, all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made a part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2019

Approved:

Attest:

Woody Cline, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Woody Cline, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Holly Drive
White Oaks Glen, Plat Map No. 346

Gila County Public Works
Job No. GC2019-05

August 13, 2019
Page 1 of 1

All of 54 feet wide Holly Drive adjoining Lots 23, 24 and 25, inclusive, as shown on the plat of White Oaks Glen, Official Plat Map Number 346, Gila County Records, lying within Lot 2, Section 30, Township 12 North, Range 9 East, Gila and Salt River Meridian, Gila County, Arizona;

EXCEPTING THEREFROM the west half of said Holly Drive adjoining Lots 23 and 24, the north and south boundary lines of said west half to be measured at right angles and radially to the centerline of said Holly Drive, having an area of 0.347 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
Gila County Public Works Dept.
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Two Thousand Sixty Five Dollars (\$2,065.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC**, does hereby release, devise, and forever quitclaim to **WHITE OAKS GLEN, LLC, an Arizona Limited Liability Company**, all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made a part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2019

Approved:

Attest:

Woody Cline, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Woody Cline, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Holly Drive
White Oaks Glen, Plat Map No. 346

Gila County Public Works
Job No. GC2019-05

August 13, 2019
Page 1 of 1

The west half of 54 feet wide Holly Drive adjoining Lots 23 and 24 as shown on the plat of White Oaks Glen, Official Plat Map Number 346, Gila County Records, lying within Lot 2, Section 30, Township 12 North, Range 9 East, Gila and Salt River Meridian, Gila County, Arizona, the north and south boundary lines of said west half to be measured at right angles and radially to the centerline of said Holly Drive, having an area of 0.167 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

ARF-5641

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 09/03/2019

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019-2020

Budgeted?: Yes

Contract Dates 08-07-19 to 08-06-20

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Cooperative Agreement NJPA 032515-CAT aka Sourcewell 032515-CAT Heavy Equipment with related Accessories, Attachments, and Supplies.

Background Information

On August 7, 2018, the Board of Supervisors awarded Cooperative Agreement now known as Sourcewell (NJPA) 032515-CAT Heavy Equipment with related Accessories, Attachments, and Supplies in the amount of \$400,000.

Gila County Public Works Department is requesting to renew the contract for an additional year, from August 7, 2019, to August 6, 2020.

The amount of heavy equipment parts and labor for repair can range from \$100,000 a year to over \$200,000 in departments that use heavy equipment. This means a lot of time between going to the Board of Supervisors for permission to advertise, receiving only one bid, and getting an award. This has been known to take up to 12 weeks before a Purchase Order is issued and work can begin on the non-working equipment. Empire Southwest is the only Caterpillar dealer that County departments have dealt with because the County does not receive bids from other vendors.

Evaluation

Amendment No. 1 to Cooperative Agreement Sourcewell 032515-CAT will serve to exercise the option to renew the contract for one additional year from August 7, 2019, to August 6, 2020 for a contract total of \$400,000.

Conclusion

In order to simplify and keep a reasonable time frame to obtaining Purchase Orders for parts and labor, the Public Works Director would like to have approval to use the Sourcewell Contract No. 032515-CAT. Purchase orders will still need to be obtained per Board policy, but not have to get bids. This would also eliminate the need for separate contracts for Empire Southwest to repair at their shop or on our property so long as they maintained the proper liability insurance.

The preference for buying and using Caterpillar equipment is simply to save money on mechanic training, diagnostic tools, parts, cutting edges, etc. that having one brand offers. Having one brand such as Caterpillar can usually interchange implements such as moldboards, buckets, blades, etc. That can not be done if the departments have Komatsu, John Deere or others mixed into the Fleet. Here is an excerpt from the contract explaining what Caterpillar offers under the Sourcewell contract:

"In addition to new machines customers have access to other services our company, and our dealers, can offer to maximize the benefit of their purchase. This can include parts sales, service sales, used machines, financing, equipment management plans, extended warranties, application consultation, certified training, and more."

Recommendation

The Public Works Division Director and General Services Manager recommend that the Board approves Amendment No. 1 to Cooperative Agreement Sourcewell 032515-CAT Heavy Equipment with related Accessories, Attachments, and Supplies for use of parts, labor, and lease purchase of Caterpillar equipment through Empire Southwest in Mesa, Arizona for a term of 12 months from August 7, 2019, to August 6, 2020, with the option for two (2) one (1) year contract term renewals. The purchase order procedures and Board approval for large purchases will still continue as per the Board Finance policy.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Cooperative Agreement Sourcewell 032515-CAT Heavy Equipment with related Accessories, Attachments, and Supplies to extend the contract term with Empire Southwest for an additional year from August 7, 2019, to August 6, 2020 for up to \$400,000 annually. **(Steve Sanders)**

Attachments

NJPA CAT Contract No. 032515

NJPA CAT Contract No. 032515-CAT

NJPA Contract 032515

Attachment A

NJPA Sourcewell Contacts

NJPA now Sourcewell

CONTRACT AGREEMENT

Contract Name: Parts, repair labor and lease Purchase of Caterpillar Equipment Contract No.: NJPA CAT Contract No. 032515-CAT

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 to Contract No. 032515-CAT will allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term from August 7, 2019 to August 6, 2020. Gila County wishes to utilize Empire Southwest. For purchasing parts, repair labor, and lease purchase of Caterpillar equipment. All Documents executed by the State of Arizona on Contract No. NJPA CAT Contract No. 032515-CAT, apply to this procurement between Gila County and Empire Southwest.

Contract End Date: 08-07-19 to 08-06-20

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$400,000.00

Contract Information

Firm Name: Empire Southwest Contact Person: Mark McGee
Address: 7600 S. Nogales Hwy Phone No: 520-746-8292
City: Tucson State: AZ Fax: _____ Email: Mark.mcgee@empire-cat.com

Special Notes:

Gila County is part of the National Joint Powers Alliance Cooperative – NJPA, for cooperative purchasing. By using the NJPA contract with Empire Southwest, it will save the county in both time and money for a rate that has already been established in the NJPA bidding process.

Authorization to use a Cooperative Purchasing Agreement with the National Joint Powers Alliance Cooperative, Contract No. 032515-CAT, for Parts, repair, labor and lease Purchase of Caterpillar Equipment- approved this _____ day of _____, 2019.

GILA COUNTY BOARD OF SUPERVISORS

Woody Cline, Board of Supervisors

Authorized Signature

ATTEST

Print Name

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney’s Office

CONTRACT AGREEMENT

Contract Name: Parts, repair labor and lease Purchase of Caterpillar Equipment Contract No.: NJPA CAT Contract No. 032515-CAT

Statement of Purpose and Need Gila County wishes to utilize Empire Southwest for purchasing parts, repair labor, and lease purchase of Caterpillar equipment. All Documents executed by the NJPA No. 032515-CAT, apply to this procurement between Gila County and Empire Southwest. Contract term will be for a period of twelve months from August 7, 2018, to August 6, 2019, with the option for three (3) one (1) year contract term renewals. Any renewals shall be contingent upon the renewal of the NJPA contract.

Contract End Date: 08-06-19

Renewal Option: ☐ No
☒ Yes

Maximum Dollar Limit: \$400,000.00

Contract Information

Firm Name: Empire Southwest

Contact Person: Mark McGee

Address: 7600 S. Nogales Hwy

Phone No: 520-746-8292

City: Tucson

State: AZ

Fax: _____

Email: Mark.McGee@empire-cat.com

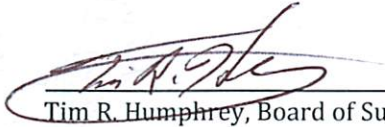
Special Notes:

Gila County is a member of the National Joint Powers Alliance Cooperative – NJPA-12249, for cooperative purchasing. By using the NJPA contract with Empire Southwest, it will save the county in both time and money for a rate that has already been established in the NJPA bidding process.

Authorization to use a Cooperative Purchasing Agreement with the National Joint Powers Alliance Cooperative, Contract No. 032515-CAT, for Parts, repair labor and lease Purchase of Caterpillar Equipment - approved this 7th

day of August, 2018.

GILA COUNTY BOARD OF SUPERVISORS



Tim R. Humphrey, Board of Supervisors

EMPIRE SOUTHWEST, LLC



Authorized Signature

John Helms, Vice President/CFO

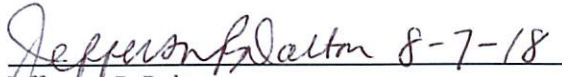
Print Name

ATTEST



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM



Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "A"

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

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.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

Date: 7/19/18


Signature of Authorized Representative

GREG SMITH - ACCOUNT MANAGER
Printed Name

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

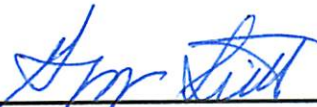
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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 of 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.

GREG SMITH - ACCOUNT MANAGER

Typed Name and Title of Authorized Representative



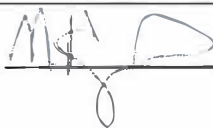
Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached.

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**Company Name: Caterpillar Inc.Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
7.5/28	Performance Bond	Delete 7.5	Not Accepted
7.9/29	Hub Partner	Propose to add "Caterpillar will agree to work with a proposed Hub Partner only after fully complying with all of Caterpillar's internal compliance requirements. To the extent Caterpillar perceives compliance risk related to working with a proposed Hub Partner, Caterpillar may, in its sole discretion, decline to work with such Hub Partner without breaching the Contract in any regard."	NJPA Accepts
8.4/31	Governing Law with respect to delivery and acceptance	Delete "and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws"	Not Accepted
8.11/31	Assignment of Contract	Notwithstanding the terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance.	NJPA Accepts
8.22/33	Licenses	Following "distribute" we propose to add ", either directly to indirectly."	NJPA Accepts

Proposer's Signature: Date: 30 MAR 15

Contract Award
RFP 032515 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Caterpillar Inc.

Date: 18 MAR 15

Company Address: 100 NE Adams Street

City: Peoria State: IL. Zip: 61629

Contact Person: Mike Hynes Title: Governmental Account Manager

Authorized Signature (ink only):  Mike Hynes (Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,
ATTACHMENTS, AND SUPPLIES**

Caterpillar, Inc

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 19th day of May, 20 15NJPA Contract Number 032515-CAT

NJPA Authorized signature: _____

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19th day of May, 20 15NJPA Contract Number 032515-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name

CATERPILLAR INC.

Vendor Authorized signature: _____

Mike Hynes

Mike Hynes

(Name printed or typed)

Title:

GOVERNMENTAL ACCOUNT MANAGER

Executed this 20th day of May, 20 15NJPA Contract Number 032515-CAT

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Contact Person for Questions: Mike Hynes

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: (309) 494-1908

Fax Number: (309) 675-6493

E-mail Address: LEVAR_GARY_D@cat.com

Authorized Signature: _____

Gary D. LeVar

Authorized Name (typed): Gary LeVar

Title: Industry Region Manager

Date: 19Mar2015

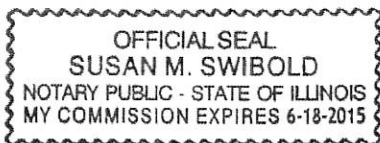
Notarized

Subscribed and sworn to before me this 19th day of March, 2015

Notary Public in and for the County of Peoria State of Illinois

My commission expires: 6-18-2015

Signature: Susan M. Swibold





PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Caterpillar Inc

Questionnaire completed by: Mike Hynes

PAYMENT TERMS AND FINANCING OPTIONS

1) Identify your payment terms if applicable. (Net 30, etc.)

For equipment financed through Cat Financial, payment will be due on the agreed upon due date. A late charge will be applied for any payments that would fall beyond a 10-day grace period. Any other payment provisions will be agreed to between the customer and supporting Cat Dealer or any other financial institutions where terms are sought and facilitated.

2) Identify any applicable leasing or other financing options as defined herein.

For equipment financed through Caterpillar Financial, the customer can choose either a lease purchase or operating lease. Customers have the option to choose the repayment frequency, term, or skip payments, if needed. Caterpillar Financial also offers Lines of Credit for parts & service work and work tool purchases at Caterpillar Dealerships. Equipment Protection Plans and/or Physical Damage Insurance coverages are offered through Caterpillar Financial and can be added to the customers financed amount. Caterpillar Financial also offers financing for ancillary equipment that supports the purchase of Caterpillar Equipment and equipment debt refinancing for customers.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Our dealers have been developing and maintaining customer relationships at the local level for more than 90 years and it is our intent to continue to support this successful model for the benefit of our customers. It will be the local Cat Dealer that will quote, deliver, and support the products in this proposal per the terms that have been outlined. In addition to the preferred NJPA member discounts that are being offered, we are pleased to assure NJPA members that their transactions will be handled in the same professional and customer-focused manner that our dealers would afford any other governmental or private customer.

a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

As mentioned above, we are extremely proud that our dealer network will handle the transactions for the agencies using the NJPA contract. This proven model will offer the best experience to our valued customers. Dealers will accept the PO, discuss transportation options, training needs, support options and all other aspects that are important to a successful transaction. A list of our dealers is on our website: www.cat.com. And/or a dealer can be verified simply through contact with the contract manager.

4) Do you accept the P-card procurement and payment process?

Our independent dealers are located in different states and provinces. Availability of, and acceptance of, a P-card system varies by local/state law. When applicable most dealers accept P-cards for relatively small purchases, such as for parts, and or labor. Some, but certainly not all of our dealers in the US and Canada, will accept a p-card type of payment for the purchase of a machine.

WARRANTY

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

Caterpillar offers the industry's best warranty coverage. Caterpillar warranty is administered by the Caterpillar Dealers, the organization that knows the customer best, and the folks who are best positioned to see that the customer receives outstanding service for their warranty repairs. With an outstanding reputation for fairness, regardless of warranty limits, with the backing from the world leading manufacturer of construction equipment, the customer has every reason to feel secure in the value of their purchase.

Please refer to Section W, Caterpillar Warranties,
SELF5568 -01: Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators,
SELF5569-01: Caterpillar Work Tools,
SELF5593-01; Landfill Compactor Plus Tips, StepTips, Penetrax Tips, and Paddle Tips,
SELF5614; Vocational On-Highway Trucks,
SELF5616; Vocational On-Highway Truck Glider Kit, and
SELF5622; For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty.

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

6) Do all warranties cover all products/equipment parts and labor?

Caterpillar products are premium products. Caterpillar understands that when a customer buys a Caterpillar machine they have deservedly high expectations for that product to perform. When the inevitable problem rears its ugly head, Caterpillar assures their customers that the problem will be handled to the customer's satisfaction. Caterpillar's Standard Warranty covers both parts and labor. Additional warranties with specific terms can be quoted and agreed to by the customer. Depending on the agreed upon terms, parts, and or labor may or may not be covered.

7) Do warranties impose usage limit restrictions?

The standard warranty that applies to most of the machines in this contract offers no limitations when used as intended. Obviously accidents and misuse are not covered.

Some warranties have hour or mile limitations; such as Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators, SELF5568-01 and US Federal Regulatory Emission Warranty, SELF9009.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Caterpillar takes its warranty obligations very seriously. Our customers often work in remote areas that require us to charge for travel time and mileage for certain warranty repairs. Optionally the customer can present his machine at the dealers local repair shop and avoid an additional charge from the dealer for necessary travel time and mileage. Dealers also take great care to minimize the cost of travel time and mileage by combining service calls, or "right sizing" the service vehicles so a customer isn't always required to pay for an oversized truck to travel to their worksite. They often also frequently position service technicians remotely to allow them to respond to the customers service needs in a timely manner. Caterpillar's Standard Warranty for machine product does not cover the technicians travel time to the customer's site.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

Caterpillar recognizes that customers' needs vary depending on the machine. Because of that we know that a variety of warranties is better for our customers, therefore we have several different warranties designed to meet customer's needs. Various limitations are provided on the individual warranty statements. Please refer to Section W, Caterpillar Warranties, SELF5458 – Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators, SELF5453 – Caterpillar Work Tools, SELF5461 – New, Classic Parts, and Remanufactured Parts and Assembled Components, Cat Reman engines (for Cat Machines), and Attachments Not Installed Prior to Delivery, SELF5511 – For Selected Machine Models designated by Caterpillar With 12 Month / Unlimited Hour Warranty.

10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Caterpillar does not limit locations in North America that are eligible for warranty service. All regions as they pertain to this proposal are covered for all warranty repairs.

EQUIPMENT/PRODUCT/SERVICES, PRICING, AND DELIVERY

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

For 90 years, Caterpillar Inc. has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2014 sales and revenues of \$55.184 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment.

Specifically to this contract, we are focusing on products that fall into our product categories of construction equipment (which includes paving, heavy and general construction, and waste), vocational on-highway trucks, Work Tools (buckets, hammers, brooms, and hundreds of other attachments), and Safety Services. Providing detailed descriptions of the more than 150 machines contained in this proposal would take unnecessary space in this questionnaire. Please refer to our website www.cat.com for specific product details.

In addition to new machines, customers have access to other services our company, and our dealers, can offer to maximize the benefit of their purchase. This can include parts sales, service sales, used machines, financing, equipment management plans, extended warranties, application consultation, certified training, and more.

Caterpillar's pricing takes into consideration the lifetime owning and operating costs of a machine. In general terms, the initial purchase price is less than 20% of the total lifetime costs. Because of the quality and rebuildability designed into our machines, customers can expect better reliability, better fuel economy, fewer repairs, and longer life. This means that a purchase of a Caterpillar machine will typically result in the lowest owning and operating costs over the life of that machine. Operating techniques of course will influence these costs and Caterpillar encourages all purchasers to ensure equipment operators are fully trained and supervised to ensure machines are used and maintained properly.

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Each Caterpillar machine model, new or used, will be assigned a specific NJPA member discount off the published list price for that particular machine. Caterpillar Work Tools, Safety Services, and Vocational Trucks will also be assigned a specific NJPA member discount. This discount will be extended to all additional options for the machine that become part of the final machine configuration. The published list price for the base machine and/or any additional options included on the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated NJPA member discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar Inc will refer to this as the "Maximum Price / Minimum Discount" pricing model.

Caterpillar will rely on our distributors, the local Caterpillar deal, to price shipping/freight, parts, service, therefore no NJPA member discount will be offered.

For additional information on individual machine pricing and NJPA member discounts please refer to Section P, Caterpillar NJPA Programs, item P1 – Caterpillar NJPA New Equipment Program as well as item P1.1 – Caterpillar Base Price, and P1.2 NJPA Member Discounts.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

The discounts range between a high of 37% to a low of 12%.

14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Caterpillar prices its equipment offerings as a base machine, with optional equipment added to the base to configure a machine that meets a customer's specific needs. We often offer many different base machines within a given model. It is not unusual for newer models to be offered at the same time older models are still available. For example the D6 model track type tractor is currently available as a D6K2, a D6N, and the D6T. There are several different base machine configurations available, at varying prices, under each model. The D6T offers a D6T XL, a D6T XW, a D6T LGP, or a D6T XL VPAT configuration.

The customer can add optional equipment to any of these base machines to ensure the final configuration of machine purchased is capable of performing the work the customer requires. The optional equipment is priced in the Caterpillar Machine Price List, so the "As Equipped" machine's price is the machine base price, plus all optional equipment that is listed on the Caterpillar Machine Price List. The NJPA discount for the customer is applied to the cost of the base model plus any and all options listed on the Caterpillar Machine Price Lists.

The Caterpillar Coop Discount Price lists is attached to this Section P, Caterpillar NJPA Programs, item P1.2 NJPA Member Discounts.

Caterpillar dealers often offer to install additional optional equipment that is not listed on the Caterpillar Machine Price List at a customer's request. For example the customer may wish to have a two way UHF radio, that's compatible with the customer's existing communications system, installed by the dealer. In this case neither the radio or the parts and labor to install it would be eligible for the NJPA discount. The discount only applies to the base model and options as listed on the Caterpillar Machine Price List.

The discounts for the Caterpillar Vocational Trucks will be handled in the same manner as the equipment listed above. That is, the Caterpillar Machine Price will have a foundation on the base price. All options from the Caterpillar Machine Price list will be added to this base price to arrive at the Adjusted Customer List Price. No discount will be listed for any options that are not listed on the Caterpillar Machine Price List. All work tools will be discounted separately, unless listed on the Caterpillar Machine Price List.

A specific discount will be listed for all Work Tools offered through this contract. All Caterpillar Safety services will be listed with a Customer List Prices and specific discount.

This program does not include discounts for parts and service.

15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

Caterpillar NJPA Access Account Program

As an additional service to the NJPA membership, Caterpillar will support a sourced goods solution to provide customers the ability to purchase additional products and services from their local Cat Dealer that would be incidental to any other purchases that may or may not have been facilitated by the NJPA contract or its related terms and conditions. Caterpillar feels that this would provide members the ability to obtain products and or services with ease. This would greatly reduce the need to apply multiple processes in the procurement of such goods and or services.

Please note that this additional service will be subject to dealer availability and does not include any additional delivery considerations that would be required by the member. The supporting dealer also reserves the right to extend a discount to all products offered, Caterpillar or otherwise.

Enrollment

Upon enrollment in the Access Account program, members will be issued their own Access Account card, which they will use to charge any products and or services procured through

the Caterpillar Access Account Program. These charges will not be used to determine the administrative fee to be paid to NJPA.

16) Describe your NJPA customer volume rebate programs, as applicable.

No additional volume rebate program is included in this proposal, however NJPA members and their local Cat Dealer may enter into agreement for additional discounts and or other value added provisions within Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

A Due to the infinite amount of equipment configurations, should a customer choose to include an option which is not considered part of the base unit configuration or factory option there may be additional charges applied by the supporting Cat Dealer for the preparation, installation, and testing of these additional options. It will be the customer's responsibility to understand and agree to these additional charges for services rendered as would be required to fulfill the customer's order.

Refer to Section P, Caterpillar NJPA Programs, item P1 - Caterpillar NJPA New Equipment Program.

B Fuel and other fluid requirements that would be needed to render the equipment fully operational may also incur an additional charge by the supporting Cat Dealer that will be the customer's responsibility as a portion of the total acquisition cost.

C Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, shipping charges from the factory to the dealer will be quoted separately. All Caterpillar dealers are capable of arranging delivery to the customer's location. The timing and charges of this delivery service will be quoted in writing. Alternatively, customers are welcome to take delivery of their equipment directly from the selling dealer and arrange their own transportation.

D Any additional supporting materials such as service manuals (excluding the Operation and Maintenance Manual), filters, non-Cat components, or other such related goods and or services that are covered within terms and conditions will be provided at the customer and supporting local Cat Dealer's discretion.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will also vary widely. However, some models include the cost of freight in the List Price of the machine.

If the customer chooses to have the dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the dealer's place of business. The dealer will quote actual shipping and prep costs for each machine quoted through this contract.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

☒ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____d. Other; please describe.

20) Do you offer quantity or volume discounts?

_____ YES ☒ X _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

Caterpillar does not offer an exchange or return program due to the nature of our equipment. Once a PO is submitted, the customer is committed to the purchase of the machine.

Dealers, at their complete discretion, are empowered to discuss possible solutions if an unexpected event impacts the desired purchase of the machine.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

There are no differences from the delivery, exchange or return programs of the contiguous 48 states.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

All sales will be recorded when a dealer submits a claim for support under the NJPA contract. In order to file a claim the Caterpillar dealer will be required to provide the customer's unique NJPA membership number, and address. This is done to ensure the customer is actually an NJPA member, and that the information is available for reporting purposes. Each claim will contain detailed information about the transaction such as the Adjusted Customer List Price of the machine purchased, prices of all additional optional added services, trade-in, etc, and the transaction price. The actual customer discount is then compared to the available customer discount to ensure fair pricing. Sales information is then loaded into a reporting spreadsheet tool so that customer savings, fee amounts, and sales variance are each calculated. This system relies on the Caterpillar dealer to report the sale, however Caterpillar feels the support offered in terms of a price discount for the Caterpillar dealer's purchase of the machine is large enough that no sales will go unreported.

INDUSTRY-SPECIFIC ITEMS

24) What is your US market share for the solutions you are proposing in this response?

At Caterpillar we take great pride in making the best products and offering the best support for them. It is the foundation of our company and we will not compromise on those values. Along with this, we define market leadership as being either number one or number two in every market we serve. Market share data is understandably confidential, but we are happy to say that we have met our goals of market leadership in every product category included in this contract – meaning we have the highest or second highest share of the market. This is very important because with a large population of equipment in operation, we also have a substantial network of sales and service to support it. Overall, our market share is not significantly different between the US and Canada and averages between 27 and 30%.

25) Do you hold any industry-specific quality management system certifications such as ISO 9001?

Over 138 different divisions within Caterpillar's World Wide Organization have been ISO 9001 Certified.

26) Do you hold any environmental management system certifications such as ISO 14001?

Yes, Caterpillar is an industry leading certified manufacturer. Not all of our facilities are ISO14001 Certified, but worldwide, 21 Caterpillar manufacturing facilities are currently ISO14001 Certified. We are working diligently to expand that number.

27) What is your Canadian market share (if any) for the solutions you are proposing in this response?

At Caterpillar we take great pride in making the best products and offering the best support for them. It is the foundation of our company and we will not compromise on those values. Along with this, we define market leadership as being either number one or number two in every market we serve. Market share data is understandably confidential, but we are happy to say that we have met our goals of market leadership in every product category included in this contract – meaning we have the highest or second highest share of the market. This is very important because with a large population of equipment in operation, we also have a substantial network of sales and service to support it. Overall, our market share is not significantly different between the US and Canada and averages between 27 and 30%.

28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

Caterpillar is renowned for the quality of the products it produces, due in no small part to the way in which its warranty is handled. Many folks subscribe to the notion that problems will occur. Customers understand and accept that. It's how a manufacturer responds to the problem when it occurs, that you learn about the integrity of the company. Caterpillar's warranty programs are directly administered by Cat dealers on behalf of Caterpillar. This allows the decision to be made by those closest to the problem. It also allows the people who know the customer and understands their business best -- their local Caterpillar dealer -- to make the right decision. No other manufacturers are involved in the process.

29) For how many years have the models you are proposing in this response been available in the marketplace?

The story of Caterpillar begins in the late 1800s when two young men started producing machines in California. At first they were competitors, but they soon realized they had more strength together and joined their businesses in 1925 to form the Caterpillar Tractor Company. Thus, from our beginning more than 90 years ago the manufacture of construction and agricultural machines has been (and continues to be) the core of our company.

30) What is your parts order fill rate?

Caterpillar and Cat dealers have an extensive network and inventory of parts. The resulting performance is 99.4% of parts orders are filled by a Cat dealer or Caterpillar parts facility within 24 hours.

31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?

Caterpillar and Cat Dealers provide a variety of information and solutions to optimize the preventive maintenance of Cat equipment. These include (but are not limited to):

Service, Parts & Maintenance Manuals – contain the technical guidance to operate, troubleshoot, service your machine, or to find the parts you need.

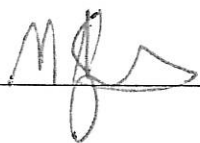
Preventive Maintenance Schedules and Checklists - provide serial number prefix specific parts lists at the proper maintenance interval for machines.

S•O•S Services – fluid analysis to optimize preventative maintenance and give insight to issues that could result in unplanned repairs if not addressed.

Customer Track Service – provides quick and accurate analysis of undercarriage wear to allow for informed maintenance decisions.

Equipment Protection Plans - wraps around the factory warranty, ensuring that your investment is safeguarded beyond the standard period.

EMSolutions – full range of equipment information, maintenance, and repair support described in Form A question 50.

Signature:  _____ Date: 20Mar2015

ATTACHMENT "A"

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

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.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

Date: 7/19/18


Signature of Authorized Representative

GREG SMITH - ACCOUNT MANAGER
Printed Name



Formerly NSPA



← Vendors & Contracts



Caterpillar, Inc.

Construction & Paving Equipment, including Parts, Service, Rental & Used

#032515-CAT

Maturity Date: 05/19/2020

Printing Information



Contact Information

Vendor Contact Information

To purchase off this contract or for questions regarding products and pricing, please contact:

Patty Redpath

309-494-4578

redpath_patty@cat.com

Lori Westhafer

309-578-8275

westhafer_lori_k@cat.com

Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

Maureen Knight, Contract Administrator

218-895-4114

maureen.knight@njpacoop.org

Lindsey Meech, Contract Administration Specialist

218-895-4123

lindsey.meech@njpacoop.org

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[Detailed RFP Solicitation Process \(PDF\)](#)

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ARF-5628

Regular Agenda Item 2. C.

Regular BOS Meeting

<u>Meeting Date:</u>	09/03/2019		
<u>Submitted For:</u>	Malissa Buzan		
<u>Submitted By:</u>	Allison Torres, Case Manager		
<u>Department:</u>	Community Services		
<u>Division:</u>	Comm. Action Program/Housing Servs.		
<u>Fiscal Year:</u>	2019	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	October 1, 2019 - September 30, 2020	<u>Grant?:</u>	Yes
<u>Begin & End:</u>			
<u>Matching</u>	No	<u>Fund?:</u>	Renewal
<u>Requirement?:</u>			

Information

Request/Subject

Federal Fiscal Year (FFY) 2020 SNAP (Supplemental Nutrition Assistance Program) Community Partner Application and Memorandum of Understanding (MOU) with Arizona Community Action Association (ACAA) d/b/a Wildfire.

Background Information

The FFY 2015 SNAP Partnership MOU was approved by the Gila County Board of Supervisors on May 6, 2014.

The FFY 2016 SNAP Partnership MOU was approved by the Gila County Board of Supervisors on May 5, 2015.

The FFY 2017 SNAP Partnership MOU was approved by the Gila County Board of Supervisors on July 5, 2016.

The FFY 2018 SNAP Partnership MOU was approved by the Gila County Board of Supervisors on June 20, 2017.

The FFY 2018 SNAP Partnership MOU between ACAA and Gila County was updated to reflect the new date that the contract between ACAA and DES would expire.

The Updated FFY 2018 SNAP Partnership MOU was approved by the Gila County Board of Supervisors on April 3, 2018.

The FFY 2019 Partnership MOU was approved by the Gila County Board of Supervisors on August 7, 2018.

Evaluation

If the FFY 2020 SNAP Partnership MOU with ACAA d/b/a Wildfire is approved, the Gila County Community Services Department, Community Action Program (CAP), would continue to be a SNAP Community Partner (SCP). The MOU will be in place for the period of October 1, 2019, through September 30, 2020.

Conclusion

By the Board of Supervisors approving the FFY 2020 SNAP Partnership MOU with ACAA d/b/a Wildfire, the Gila County Community Services Department, CAP, will continue to be a SCP to assist residents of Gila County in applying for SNAP benefits.

Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve the FFY 2020 SNAP Partnership MOU with ACAA d/b/a Wildfire, which would allow the Gila County Community Services Department, CAP, to continue to be a SCP for the period of October 1, 2019, through September 30, 2020.

Suggested Motion

Information/Discussion/Action to approve a Memorandum of Understanding for FFY 2020 between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department, Community Action Program, which will allow Gila County to continue to be a Supplemental Nutrition Assistance Program Community Partner for the period of October 1, 2019, through September 30, 2020. **(Malissa Buzan)**

Attachments

FFY 2020 SNAP Community Outreach Partner Application

FFY 2019 SNAP Community Outreach Partner Application

FFY18 Updated SNAP MOU between ACAA and Gila County

FFY18 SNAP MOU between ACAA and Gila County

FF18 SNAP MOU April - Sept between ACAA and Gila County

FFY2017 SNAP Community Outreach Partner Application

FFY2016 SNAP Community Outreach Partner Application

FFY2015 SNAP Community Outreach Partner Application



Federal Fiscal Year 2020 SNAP Community Partner Application

This application provides community- and faith-based organizations in the state of Arizona with the documents required to become a SNAP Community Partner (SCP) for Federal Fiscal Year 2020 (FFY20) from October 1, 2019 – September 30, 2020. Please review the [Application Instructions and Checklist](#) on the following two pages for more information on the application process or refer to the Wildfire website under the “Federal Fiscal Year 2020” tab for details. Agencies must submit an application via email to Ray Collay at rcollay@wildfireaz.org on or before **Monday, April 30, 2019, 11:59 P.M.**

Be sure to include the following forms for a complete application (these forms are all available on the Wildfire website at: <https://wildfireaz.org/snap-partnership-opportunity/>)

- Part 1 - Application
- Part 2 - Scope of Work
- Part 3 - Organization’s Current W-9 Form
- Part 4 - Location and Service Hours Worksheet
- Part 5 - Staffing Budget Worksheet
- Part 6 - Budget Justification
- Part 7 – Building/Space Calculator
- Part 8 - Program Line Item Budget Worksheet

Questions or concerns should be addressed to Alicia Kenney at akenney@wildfireaz.org. Thank you for your interest!

**United States Department of Agriculture Food and Nutrition Service
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment**

SNAP Community Partner Application Instructions

All documents, materials, and application forms can be found under the “Federal Fiscal Year 2020” tab on the Wildfire website at <https://wildfireaz.org/snap-partnership-opportunity/>

Instructions for Applying to Become a SNAP Community Partner (SCP):

1. Fill out the *Partnership Agreement* (pg. 4) and *Payee Form* (pg. 5) in Part 1.
2. Read the *Memorandum of Understanding (MOU)* (pgs. 6-12) in Part 1 and be sure you agree to all terms and specifications prior to submitting your proposal. If the *MOU* is agreeable, please replace all **red** text with your organization’s name and have your organization’s official representative sign and date the *MOU*.
3. Read all line items on the *Assurances Form* (pg. 13) and initial each item to signify your understanding and agreement.
4. Complete *Part 2 - Agency Description and Scope of Work Form*. Explain your agency’s background, outreach methodology, and goals that your agency has set for Federal Fiscal Year 2020. Describe the innovative elements of your organization’s activity. Additionally, if your agency is applying as a recurring partner from Federal Fiscal Year 2019, please note any barriers of past SNAP Partnership performance the agency has faced, and how those have been addressed.
5. Complete *Part 3 - IRS Form W-9*. Fill out and sign page 1 of the form.
6. Complete *Part 4 - Locations and Services Form* to explain where your agency offers application assistance services.
7. Using *Part 5 - Staffing Budget Worksheet*, determine what your staffing costs will be for the Federal Fiscal Year spanning October 1, 2019 – September 30, 2020. Please calculate these costs according to the percentage of time each staff person will spend working on the allowable activities and include your worksheet with your application.
8. Please include *Part 6 - Budget Justification* for each line item. Your Budget Justification is a narrative that explains and justifies each cost and **clearly** explains how the amount for each line was determined. All explanations should be broken down with calculations and should clearly justify why an expense is being requested. Please include any equipment (e.g. laptops, computers, printers, fax machines, desks, etc.) on the “**Supplies and Non-Capital Expenditures**” line item. If your agency is requesting funds for **Building/Space**

costs, please use *Part 7 – Building Space Calculator* to calculate the amount your agency is allowed to request. Be sure to provide details for what is included in the line labeled **“Other”** on the line item budget.

9. Using *Part 8 - Program Line Item Budget* document, provide a projected budget from your *Budget Justification* for all activities being conducted under this program. Please remember this is a projection, so it should be reasonable and justifiable, and should represent **100%** of your program costs allocated to SNAP Outreach.

Please show all costs/expenses associated with this program, which are found in the calculations on the Budget Justification. Your reimbursement rate will be *40 cents for each dollar* expended by your organization, but DES and USDA need to budget for and be invoiced for **100%** of the costs you incur in order to properly calculate the correct reimbursement.

10. Submit all documents via email to Ray Collay (rcollay@wildfireaz.org) **on or before April 30, 2019**. All applications will be reviewed by Wildfire and DES. You may be asked to clarify any item you submit and must do so in writing.
11. Once your application has been approved, you will receive an award notification, reporting documents, and an invoice template for reimbursement requests. We expect to be able to notify all Partners of an acceptance and approved agency budget in September 2019.
12. Please refer to the complete list of items below required to apply. If you have questions about an item or about the application process, please direct them via email to Alicia Kenney at akenney@wildfireaz.org.

Items Required to Apply:

- ☐ *Part 1 - Partnership Agreement, Payee Form, Partner Memorandum of Understanding, and Partner Assurances* (Complete the four documents, signed by the organization's Official Representative, initialed where applicable, and submit as a PDF)
- ☐ *Part 2 - Agency Description and Scope of Work* (submit as a Word document)
- ☐ *Part 3 - Organization's current W-9* (submit as a PDF)
- ☐ *Part 4 - Location Form* (submit as an Excel spreadsheet)
- ☐ *Part 5 - Staffing Budget* (submit as an Excel spreadsheet)
- ☐ *Part 6 - Budget Justification* (submit as a Word document)
- ☐ *Part 7 – Building Space Calculator* (submit as an Excel spreadsheet)
- ☐ *Part 8 - Program Line Item Budget* (submit as an Excel spreadsheet)

Any questions regarding this Partnership, the application process, or items required for submission should be directed to:

Alicia Kenney
Director of Supportive Services
Wildfire
akenney@wildfireaz.org
602-604-0640

Arizona Community Outreach Partner Agreement

Agency Name: Gila County Community Services

Main Address: 5515 S Apache Ave, Suite 200, Globe, AZ 85501

Contact Person for Program: Dorine Prine

Contact Person's Phone Number: 928-474-7192

Contact Person's Email Address: dprine@gilacountyaz.gov

- We understand that our agency's name and street address information as provided above may be made available on the Wildfire and DES websites. As such, we may include additional information (such as other services provided, hours of operation, how to schedule an appointment, etc.), found on the *Location and Services Provided* sheet with our listing. Please check one of the following:
 - ☒ YES. We would like to OPT IN to this listing.
 - ☐ NO. We would like to OPT OUT of this listing.

- We have staff or volunteers who can conduct outreach and assistance in the following languages:

Language 1: English

Language 3: Click here to enter text.

Language 2: Spanish

Language 4: Click here to enter text.

The aforementioned entity agrees to partner with Wildfire and serve as a SNAP Community Partner (SCP) to conduct outreach and improve access for applicants and recipients of Supplemental Nutrition Assistance Program (SNAP) benefits in Arizona. With our authorized signature, we acknowledge and accept the terms set forth in this application and its documents. We agree to conform to the terms of these documents and abide by the program budget submitted. We understand that any changes made to any part of this agreement must be requested in writing to Wildfire and accepted in writing in order to be in compliance with all terms.

WILDFIRE

Cynthia Zwick, Executive Director

Authorizing Agent

Signature

Date

GILA COUNTY COMMUNITY SERVICES

Woody Cline

Chairman, Board of Supervisors

Name and Title (Please Print)

Signature

Date

OFFICIAL PAYEE AND REPRESENTATIVE

Please submit your W-9 when you return this form. A current W-9 will be required to receive payment.

1. For questions regarding SCP's invoice or budget, please contact:

Contact Person Name: Dana True
Contact Person Email: dtrue@gilacountyaz.gov
Mailing Address: 5515 S Apache Ave, Suite 200
Globe, AZ 85501
[Click here to enter text.](#)

2. Please mail SCP reimbursements to:

☒ Check if same as above

Contact Person Name: [Click here to enter text.](#)
Contact Person Email: [Click here to enter text.](#)
Mailing Address: [Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

3. For questions regarding the SCP's financial and administrative records and where they are maintained, please contact:

☒ Check if same as above

Contact Person Name: [Click here to enter text.](#)
Contact Person Email: [Click here to enter text.](#)
Mailing Address: [Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

The contact person, or their designee, shall be responsible for informing Wildfire of performance concerns of which the SCP becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner original or copies of documentation required by this agreement, and for being available to Wildfire and DES for consultation and assistance, as requested by Wildfire or DES or as agreed by SCP, during SCP's normal business hours and days of operation.

The names, address, telephone number and email addresses of Wildfire's contact persons are:

Alicia Kenney and Ray Collay
Wildfire
340 E. Palm Ln., Ste 315
Phoenix, AZ 85004
602.604.0640
akenney@wildfireaz.org
rcollay@wildfireaz.org

Wildfire's contacts will be available to assist SCP in its performance of this agreement on an "as needed" basis during Wildfire's normal business hours and days of operation. All contact with Wildfire by the SCP must be through Wildfire's contact persons or an appropriate representative.

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
WILDFIRE
and
GILA COUNTY COMMUNITY SERVICES
SNAP Community Partner (SCP)**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. Wildfire is the entity responsible for enrolling and supporting partners (heretofore referenced as **SCPs**), as well as administering the draw-down of these USDA funds through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, Wildfire and SCP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e-Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both Wildfire and SCP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, sexual orientation, political beliefs, or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2019 and ends September 30, 2020.

III. Wildfire Role and Responsibilities

1. Wildfire shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:
 - 1.1 Provide guidance and resources to SCP regarding applicable federal and state laws and regulations and program guidelines.

- 1.2 Review and approve all documentation evidencing SCP's performance of services as set forth in the Scope of Work and monitor SCP's compliance with the MOU.
 - 1.3 Provide training and technical assistance to SCP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
 - 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by Wildfire on the 20th of each month, or the first day of business thereafter in the event the 20th of the month occurs on a non-business day for Wildfire. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. SCP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by Wildfire, DES, and USDA.
2. Wildfire liability for funds related to this Partnership is limited as follows:
 - 2.1 SCP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
 - 2.2 Wildfire's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. SCP Responsibilities

1. SCP shall agree to the following during the duration of the MOU term:
 - 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
 - 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 relocated to [2 CFR Part 230](#); and A-133 (for non-profits) or OMB circulars A-87 relocated to [2 CFR, Part 225](#) and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). [Link to OMB Circulars](#)
 - 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Return of this MOU, Partnership Agreement and Payee Form, Program Budget and Budget Justification, Scope of Work, and Assurances with the required signatures, **by May 31st, 2019**. All documents shall be submitted to Ray Collay at rcollay@wildfireaz.org.
 - c) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. SCP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior approval. A final report of activities completed, expenses incurred, and weekly activity logs **shall be**

submitted by the 10th day of the month following the month for which draw-down is requested. For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- d) Participation in trainings and meetings as requested by Wildfire, including monthly Partner calls.
- e) Participation in evaluation of SNAP Outreach.
- f) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, SCP agrees to make all records relating to draw-down activities and expenses available upon request by Wildfire, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- g) Return of any funds necessary to repay Wildfire for any disallowed expenses in which SCP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to Wildfire within 30 days of receipt of written notification.
- h) Submission of a copy of audited financial statements to Wildfire nine months after the end of the SCP's fiscal year during which this grant falls. SCP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of Wildfire. The CFDA Number for this grant is 10.561.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. *(7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.)*
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. Wildfire and SCP Agree to the Following Provisions:

- 1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and receive the necessary departmental approvals from Wildfire and DES prior to publishing or distribution. Documents shall be submitted to Wildfire for review, and Wildfire will submit to DES on behalf of SCP when necessary. Reviews may take up to ten (10) working days. This MOU identifies the following documents intended for external release as subject to both internal (Wildfire) and external (DES) review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by SCP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. Wildfire shall be notified upon release of any press release or social media piece released by SCP, and SCP shall provide copies of all releases to Wildfire at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. SCP shall contact Wildfire for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact Wildfire for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

An abbreviated version of this statement is available if space constraints exist.

- 2. SCP shall prominently display the USDA nondiscrimination poster “And Justice for All,” provided by DES or Wildfire, at any facility providing services outlined in this Partnership.
- 3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

- 1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide Wildfire with a Partnership Agreement and Payee Form and Scope of Work for activities SCP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a SCP. Funding is subject to the following terms:
 - 1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. SCP understands and agrees to hold harmless Wildfire for any funds expended for which SCP is not able to receive reimbursement due to termination of funding.
 - 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the SCP without prior approval by Wildfire and DES. Wildfire makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by SCP which are not reimbursed by USDA and/or DES.
 - 1.3 It is the responsibility of the SCP to monitor all contract expenditures by line item and ensure no over-expenditures occur. If an over-expenditure occurs, Wildfire and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
- 2. Funding is subject to approval by Wildfire, DES, and USDA. Wildfire will utilize the available USDA federal draw-down to provide SCP funds in accordance with SCP’s reasonable request, and Wildfire reserves the right to ask SCP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.

- 2.1 SCP agrees to submit all reports and documentation required by the 10th day of the month following the month in which work was completed. Wildfire and DES will process the request through the proper channels and SCP will receive a check in the amount approved for matching draw-down, **equal to a maximum of 40% of the funds expended by SCP for allowable activities in the month prior.**
- 2.2 SCP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, SCP is responsible for reporting this to Wildfire and submitting an invoice showing that no expenses were incurred for the month.
- 2.3 SCP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of Wildfire, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with SCP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
- 2.4 SCP acknowledges and agrees that all invoices are subject to approval by DES and USDA, and Wildfire's approval does not bind DES or USDA, nor constitute a guarantee by Wildfire of payment to SCP.
3. Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

VII. Modification and Termination

1. 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. In addition, this agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by Wildfire and SCP before becoming effective.
3. Wildfire intends to Partner with multiple SCPs. This Partnership is non-competitive and can be terminated at any time by Wildfire. Wildfire reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.
4. 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). Each Party

further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. 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.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of Wildfire and SCP authorized officials. It shall be in force from October 1, 2019 through September 30, 2020. Wildfire and SCP indicate agreement with this MOU by their signatures.

WILDFIRE

Cynthia Zwick, Executive Director

Authorizing Agent

Signature

Date

8/9/19

GILA COUNTY COMMUNITY SERVICES

Woody Cline

Chairman, Board of Supervisors

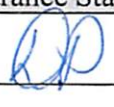

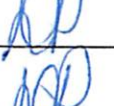




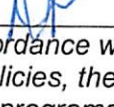
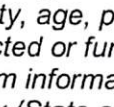
Name and Title (Please Print)

Signature

Date

SNAP Community Partner Assurances

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Initial Here to Indicate You Have Read and Understand The Assurance Statement	Assurance Statement
	The SCP is responsible for completion of activities outlined in the Scope of Work and Partnership Agreement and Payee Form.
	The amount requested in SCP's Program Budget is the maximum allowable reimbursement for FFY19, and may only be payable for allowable expenses. SCP is responsible for timely repayment of any reimbursed costs deemed unallowable by DES or USDA.
	Activities included in the Scope of Work are those deemed allowable as outlined in the USDA guidance provided by DES and Wildfire.
	Volunteers may be utilized to help meet the Scope of Work, but their time cannot be billed to this Partnership.
	Only non-federal funds may be used to draw-down a reimbursement. The non-federal funds used in this agreement may not be used for any other federal match.
	Funding for this program may be revoked by USDA at any time without prior notification. SCP is eligible for reimbursement only for allowable activities approved by Wildfire, and it is the sole responsibility of the SCP to pay any related expenses in full regardless of whether or not the requested reimbursement is provided by USDA.
	Documentation of activities, expenditures, and audits completed must be maintained by SCP for a minimum of 3 years after completion of the Term. It is the sole responsibility of the SCP to maintain all records and provide them to Wildfire, DES, and/or USDA upon request.
	Program activities are conducted in compliance with all federal laws, rules, and regulations including Civil Rights and OMB regulations governing cost issues.
	Program activities are reasonable and necessary to accomplish outreach goals and reach potentially eligible households.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

SNAP Community Partner Agency Description & Scope of Work: FFY2020

1. Agency Description

Please provide a few brief sentences about your organization, including your organization's mission, brief history, any relevant experience or programs, and the funding sources for its SNAP outreach activities. This information will be provided to DES and USDA and may also be published on the Wildfire and DES websites.

Mission:

Our mission statement for Gila County Community Action Program (CAP) is "Unite low-income residents and community resources to overcome the challenges of poverty." Our Vision statement is "Empowering, encouraging and educating residents to achieve self-sufficiency throughout Gila County."

History:

Since 1988, Gila County CAP has partnered with other agencies to enhance our service delivery and outreach. CAP has 31 years of experience providing services for low-income individuals and families. Our case managers have extensive experience and knowledge in assisting people to access programs and services designed to improve a person's quality of life. CAP is dedicated to alleviating and preventing poverty in Gila County and throughout Arizona.

Relevant experience/programs:

Gila County CAP has experience and/or operates:

- Supplemental Nutrition Assistance Program (SNAP) Services and Outreach
- HEAplus Site Administrator and Assistors
- Food Bank/Pantries
- Nutrition Assistance Community Organization Partnerships
- Arizona Self-Help (www.arizonaselfhelp.org)
- Low Income Home Energy Assistance (LIHEAP) Utility Grants
- Weatherization Assistance Program
- Home Energy Assistance Fund
- WIOA One-Stop Partner
- Pearson Vue GED Classes and Testing Sites
- Volunteer Income Tax Assistance Sites
- Resources and Services for Senior Citizens, Veterans, Disabled, and Low-Income individuals.

Funding: *Describe briefly how your organization will fund SNAP allowable activities.*

CAP will be able to use Gila County and local funding for SNAP allowable activities. With the assistance of the SNAP Partnership Grant, we will not have to place a heavier burden on our other funding sources for this vital program.

2. Agency Scope of Work

The goal of the SNAP Partnership is to educate, inform, and assist low-income and likely eligible community members in accessing SNAP benefits to help alleviate hunger and food insecurity in Arizona.

Fill out the form below in concise and clear sentences to outline your agency's goals and innovative outreach/education methods. Be sure to highlight and clearly explain what makes your program effective.

Program Design

- a. What target populations (e.g. Hispanic, elderly, working poor, etc.) will your organization focus on? Which cities/towns? (Word limit: 50)**

We serve all of Gila County's population. This includes, but not limited to, Veterans, Hispanic, American Indian, elderly, children, minorities, working poor, disabled, low-income, vulnerable people and any others in need. We have CAP offices in Globe and Payson to serve Gila County community members.

- b. Describe your organization's outreach and education methodology. How do and how will SNAP activities fit into your organization's current work? What processes will be put in place? (Word limit: 200)**

CAP assists people individually and in group workshops to provide education. SNAP is a vital step in our process to help everyone alleviate hunger and food insecurity throughout Arizona. We include SNAP in our case management, employment and budget counseling. The process of scheduling SNAP appointments has been beneficial to our clients. Due to barriers (such as disabilities, employment schedules and child care), people can apply, renew benefits or obtain information at a time that is convenient to them. This has increased the SNAP enrollment for our communities. We attend and host outreach events to raise awareness of SNAP and our services. At the events, we offer a raffle basket to entice people to stop at our vendor table and provide them with information. We explain the SNAP application process, and provide nutrition information, brochures, posters, and recipes at local food banks and events.

**c. Highlight 5 key aspects of your organization's planned outreach activities.
(Word limit: 500 total, or 100 each)**

1. We will continue to have a vendor table at the local health fairs and other community events. We explain the SNAP application process, and provide SNAP eligibility information, nutrition information, brochures, and recipes at these events.
2. We attend monthly organization and agency meetings. We distribute SNAP materials and educational information.
3. On a regular basis, we plan on attending our local food banks during their operating hours to provide SNAP materials and information to attendees.
4. We will continue to train local community partners on eligibility and the benefits of SNAP.
5. We will continue to assist people with completing the application process to obtain benefits. We inform potential clients what required verification documents are needed. We assist them to acquire the required documents. We provide access to telephone and internet service for people to apply, complete the application process, renew or inquire about SNAP benefits.

d. Fill in the "Goal (#)" column in the table below for your agency's goals for FFY2020. Type N/A if not applicable.

<i>Outreach Activity</i>	<i>Goal (#)</i>
Distribute collateral materials to ## people	1200
Table at ## outreach events	14
Educate ## community members at outreach events	800
Network about SNAP services and referrals with ## non-SNAP partner agencies	50
<i>Self-Service Activity (if services are available to clients, but organizations do not assist with filling out the application)</i>	<i>Goal (#)</i>
Provide access to a computer to ## households	N/A
Provide referrals to ## SNAP partner agencies	N/A
Provide access to a telephone, scanner, and copier services to ## households	N/A
<i>Full-Service Activity (where agencies work with clients to walk through all the steps of the application)</i>	<i>Goal (#)</i>
Provide prescreening to ## households	24
Provide application assistance to ## households	20
Target ## new applications	8

Other activities: SNAP participants are eligible for other benefits. Gila County CAP provides participants with information for community resources, government services and discounts.	30
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- e. If your organization is applying as a recurring partner, part of your application evaluation will be based on your organization's past performance. If your agency faced any extenuating circumstances that you believe hindered your past SNAP Partnership performance, please indicate why this occurred and what solutions you will implement for FFY20.

Examples of poor performance could include a lack of attendance on mandatory monthly calls, partnership trainings, or civil rights trainings; lack of completion of mandatory consumer surveys; untimely reporting; or, inability to spend down the budget. (*Word limit: 250*)

The new SNAP Coordinator is learning methods to increase our outreach and education to community members, participants and staff. She has created innovative forms to track SNAP activities and expenses. She has been attending the monthly calls and completing all trainings. Our financial department has been timely filing our monthly reports. We will be providing our staff with training to closely monitor and accurately report all SNAP activities and expenses. We will increase our SNAP performance as our expertise of SNAP broadens.

Partner Location and Services Form

Note: This form is used so that ACAA knows the locations where your agency will offer SNAP application services. These results will be listed on the searchable map of Arizona SNAP assisters (www.azcaa.org/findhelp/snap), which is given to other agencies to make referrals. If you have opted out of having your locations on the map, your locations will be not be shared outside of ACAA, DES, and the USDA.

[illegible]

<p align="center">SNAP Outreach Staffing Detail Budget Contract Year: FFY2020</p>	
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Agency Name:	
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	Position Title*	Staff Member Name (First and Last)	Approximate Hours per Week Position Works for ALL Areas of Organization	% FTE for SNAP Activities (a)	Annual Salary (b)	SNAP Salary (c = aXb)	Benefits Rate (d)	Outreach Benefits (e = cXd)	Total (f = c+e)
	Case Manager	Elsa Bobier	40	40.00%	\$ 36,094.86	\$ 14,437.94	33.00%	\$ 4,764.52	\$ 19,202.47
	Case Manager	Allison Torres	40	20.00%	\$ 39,040.42	\$ 7,808.08	33.00%	\$ 2,576.67	\$ 10,384.75
	Program Manager	Dorine Prine	40	15.00%	\$ 41,995.34	\$ 6,299.30	33.00%	\$ 2,078.77	\$ 8,378.07
	Sr. Accounting Mgr	Dana True	40	10.00%	\$ 44,369.45	\$ 4,436.95	33.00%	\$ 1,464.19	\$ 5,901.14
	Director	Malissa Buzan	40	5.00%	\$ 105,235.89	\$ 5,261.79	33.00%	\$ 1,736.39	\$ 6,998.19
						\$ -		\$ -	\$ -
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	TOTAL					\$ 38,244.07		\$ 12,620.54	\$ 50,865.00

(*All proposed project staff that will be hired/employed should be included and identified as Vacant)

SNAP Outreach Budget Justification FFY2020 (October 2019 – September 2020)

Purpose: Provide a budget narrative that **explains** and **justifies** each cost and clearly describes how the amount for each line was determined. Each expense detail and narrative must consist of the following:

1. Total Expense associated with supporting SNAP outreach/application assistance. This amount must be the same as the total on the SNAP Outreach Line Item Program Budget (Excel format). Round this amount to the nearest dollar from the calculation (line #3 in each category).
2. Description of how the expense benefits/supports the program and methodology for calculation. Ensure that these descriptions justify exactly the cost and calculation for why expenses requested are needed. This is a narrative description, **do not use symbols in this section.**
3. Calculations showing how the expense was computed. Use only the following acceptable symbols: # \$ % = + - X (capital 'X' only)

All budget documents must be submitted using documents provided.

Format must remain consistent with this original form to include (Word document, Arial font, and 11-point font)

Organization Name: Gila County Community Services

- g. Personnel:** Staffing Detail Document Attached. Specific information regarding **staff names and salary** are to be included on Staffing Detail Document (Excel). **Do not** include staff names on this document. Please pay special attention to the lines bolded in red below.

1. **Explain in detail how this organization will track activity and time spent on SNAP for all staff:**

The SNAP Coordinator has created a spreadsheet for each of the staff that tracks all SNAP activity on a daily basis with tabs at the bottom for each month. The staff will input their activities on that form that is on a shared computer drive. The Program Manager and SNAP Coordinator can open and review each spreadsheet for accuracy before timesheets and monthly SNAP reports are completed. Accuracy can be tracked by comparing the spreadsheets with the staff's Outlook calendar. The spreadsheet coincides with data required to accurately complete the monthly SNAP Partner Invoice and Activity Report.

2. Total SNAP Expense: \$ 50,865.000
3. Description of SNAP related duties (and location when multiple sites are assigned to organization) for each position as noted on SNAP Outreach Staffing Detail:

a. Case Manager in Payson location---will contribute 40 percent of her time to the SNAP Program; will provide direct services to clients through application assistance, prescreening, documents assistance and applicant's telephone interview; provide troubleshooting assistance whenever possible; will participate in monthly Partner calls; incorporate SNAP applications at the local Volunteer Income Tax Assistance (VITA) sites; organize SNAP outreach activities; community outreach; provide information and brochures at job fairs, food banks, and community events; will prepare monthly activity reports for review.

b. Case Manager in Globe location---will contribute 20 percent of her time to the SNAP Program; will be responsible for providing direct services to clients through application assistance, prescreening, documents assistance and applicant's telephone interview; community outreach as needed.

c. Community Action Program Manager in Globe and Payson locations---will contribute 15 percent of her time to the SNAP program and be responsible for organizing SNAP outreach activities; responsible for ensuring all activities associated with the SNAP Partnership program are performed; preparation and timely submission of complete and accurate monthly expenditure and activity reports; responsible for programmatic reporting.

d. Senior Accounting Clerk in Globe location---will contribute 10 percent of her time to the SNAP Program; will be responsible for timely submission of complete and accurate monthly expenditure, activity and reimbursement reports; responsible for maintaining budget allocations; be responsible for monthly reconciliation of SNAP; responsible for retention of all records, supporting the funds used for draw-down as well as any additional expenditures.

e. Director in Globe location---will contribute 5 percent of her time to the SNAP Program; she will oversee the entire program and staff to ensure program compliance; will ensure all activities associated with the SNAP Partnership Program are performed; community outreach as needed.

h. Copying/Printing/Materials:

1. Total SNAP Expense: \$5,086.56

2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

SNAP documents and printed materials are provided to clients and used at outreach events. Office equipment is used to print, provide information, enroll clients in SNAP,

The Konica Minolta machines are used for copying, printing, scanning, and faxing documents for SNAP participants for enrollment, determination, providing documents, correspondence, and all other matters.

3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item h)
20,000 Copies and Printing Materials X \$0.15/copy X 100% SNAP Activities = \$3,000.00
6 HP26A Black Toner Cartridges X \$126.89 each X 100% SNAP Activities= \$761.34
3 Brother Black Toner Cartridges X \$77.99 each X 100% SNAP Activities = \$233.97
3 Brother Cyan Toner Cartridges X \$74.99 each X 100% SNAP Activities = \$224.97
3 Brother Magenta Toner Cartridges X \$74.99 X 100% SNAP Activities = \$224.97
3 Brother Yellow Toner Cartridges X \$74.99 each X 100% SNAP Activities = \$224.97
3 machines for 12 months maintenance agreements on Konica Minolta
copiers/printers/fax/scanner machines at \$138.78/month X 12 months X SNAP Activities
at 25% = \$416.34

Total SNAP Expense (100% SNAP Activities) = \$5,086.56

i. Internet/Telephone:

1. Total SNAP Expense: \$00.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*
3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item i)

There are no expenses for this category that will be charged to SNAP.

j. Supplies and Non-Capital Expenditures:

1. Total SNAP Expense: \$ 2,400.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*
Supplies (such as paper, pens and miscellaneous office supplies) specifically for the SNAP program.
3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item k)

12 months Office Supplies X \$200.00/month X SNAP Activities 100% = \$2,400.00
Total SNAP Expense (100% SNAP Costs) = \$2,400.00

k. Building/Space:

Please enter the total amount of allowable building/space costs (determined by the FY20 Building/Space Calculator) below.

1. Total SNAP Expense: \$00.00

There are no expenses for this category that will be charged to SNAP.

l. Other:

1. Total SNAP Expense: \$00.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in*

your description.)

3. Show calculations for expense described in #1: (*acceptable symbols: X; #; \$; %, =; +; -*)
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item m)

-
- n. **Long Distance (Out-of-State Travel):** Itemize travel expenses of personnel/volunteers by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.) Show the basis of computation (e.g., six people to attend 3-day training at \$X airfare, \$X lodging, and \$X subsistence). ****Conference agendas must be submitted to justify the percentage of time these conferences will be spent on allowable SNAP activities****

1. Total SNAP Expense: \$00.00
2. Purpose of Travel (*Do not use symbols in your description*):
3. Show Calculations: (*acceptable symbols: X; #; \$; %, =; +; -*)
- | | |
|------------------------|---|
| Destination: | Name of Conference/Meeting/Etc. |
| Airfare: | Average Cost X # of People X # of Trips |
| Lodging: | Average Cost X # of People X # of Trips |
| Per Diem: | Average Cost X # of People X # of Trips |
| Ground Transportation: | <u>Average Cost X # of People X # of Trips</u>
<u>= \$Total Program Cost</u> |

Total Cost of line item o X % of cost allocated to SNAP Outreach = \$Total SNAP Expense

There are no expenses for this category that will be charged to SNAP.

o. Local Travel (In-State Travel):

1. Total SNAP Expense: \$10,882.72
2. Purpose of Travel (*Do not use symbols in your description*):

Travel will be throughout Gila and Maricopa Counties to provide SNAP assistance and outreach. Travel for two nights stay to attend the Wildfire Annual Conference for CAP Advisory Board members (9) and staff (5). Registration fee to attend ACAA Annual Conference for CAP Advisory Board members and staff.

3. Show Calculations: (*acceptable symbols: X; #; \$; %, =; +; -*); Reimbursement rate of \$0.445/mile:

Destination: Total Roundtrips X Roundtrip Mileage X \$0.445 = \$Total SNAP Expense

Destination: Globe to Payson

Vehicle travel: 12 Roundtrips X 158 miles = 1,896 X \$0.445 = **\$843.72**

Destination: Local and in-town

Vehicle Travel: 12 months X 20 miles = 240 X \$0.445= **\$106.80**

Destination: Wildfire Annual Conference

Lodging: Average cost \$249.00/night X 2 nights X 14 people X 1 trip =

\$6,972.00

Destination: ACAA Annual Conference

Vehicle travel: 1 Roundtrip (Payson to Globe to Conference) X 360 miles
X \$0.445 = **\$160.20**

14 people X \$200.00/person registration fee X SNAP Activities 100% = **\$2,800.00**

Total SNAP Expense (100% SNAP Costs) = **\$10,882.72**

q. Contractual: Provide a description of the product or services to be procured by contract and an estimate of the cost. Describe in detail the purpose of each contract to carry out the objectives of the program.

1. Total SNAP Expense: \$00.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*
3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item r)

There are no expenses for this category that will be charged to SNAP.

s. Indirect Costs: Indirect costs are allowed only if permitted by the grant program. If the applicant has a federally-approved indirect cost rate, a copy of the rate approval (a fully executed, negotiated agreement) must be attached. If the applicant does not have an approved rate, an indirect cost rate of 10% may be used, or the applicant can request a federally-approved indirect cost rate by contacting the applicant's cognizant federal agency. The cognizant federal agency will review all documentation and approve a rate for the applicant organization. If the applicant chooses to use an indirect cost rate, the applicant cannot include items in the Supplies line item; or the applicant can include costs in the Supplies line item, but the indirect cost will only apply to the sum of the remaining direct costs categories. If the applicant does not choose to use an indirect cost rate and the applicant's accounting system permits, costs may be allocated in the direct costs categories.

1. Total Expense for Indirect Cost: \$00.00
2. Description: ****When the ICR is federally-approved, the organization must attach a copy of the fully executed and negotiated ICR agreement. ****
3. Calculation: *(acceptable symbols: X; #; \$; %, =; +; -)*
Formula: Indirect Cost Rate X Total Direct Cost of all other line items = \$Indirect Cost

There are no expenses for this category that will be charged to SNAP.

FFY 2020 SNAP Community Partnership Building Space Cost Allocation Tool		
Organization Name	Gila County Community Services	Key the name of your organization
Location # 1		
Location Address	5515 S. Apache Ave, Suite 200, Globe, AZ	Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location	4	Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location	4	Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	0.00	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	0.00	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent	\$0.00	Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 2		
Location Address	107 W. Frontier St., Bldg C, Payson, AZ	Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location	2	Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location	2	Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	0.00	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	0.00	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent	\$0.00	Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 3		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 4		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff

Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 5		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 6		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 7		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 8		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location

Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 9		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 10		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 11		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 12		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs

Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 13		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 14		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 15		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 16		

Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 17		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 18		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 19		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount

Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 20		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Total Building Space SNAP Cost	#DIV/0!	Calculation: Sum of Building Space SNAP Cost for each location

Program Line Item Budget Details
Contract Year FFY2020 (October 2019 - September 2020)

Agency Name:		
Expenses	Total Expenses* (100% Budgeted Expenses)	Reimbursement** (40% of Expenses)
(g) Personnel (Salary and Benefits)	\$ 50,865.00	\$ 20,346.00
Other Direct Costs		
(h) Copying/Printing/Materials	\$ 5,086.56	\$ 2,034.62
(i) Internet/Telephone	\$ -	\$ -
(j) Supplies and Non-Capital Expenditures	\$ 2,400.00	\$ 960.00
(k) Building/Space	\$ -	\$ -
(l) Other	\$ -	\$ -
(m) Subtotal Other Direct Costs (m = h + i + j + k + l)	\$ 7,486.56	\$ 2,994.62
Travel		
(n) Long Distance (Out-of-State Travel)	\$ -	\$ -
(o) Local (In-State Travel) (\$0.445/mile)	\$ 10,882.72	\$ 4,353.09
(p) Subtotal Travel (p = n + o)	\$ 10,882.72	\$ 4,353.09
(q) Contractual	\$ -	\$ -
(r) Total Personnel, Direct Costs, Travel, and Contractual (s = g + n + q + r)	\$ 69,234.28	\$ 27,693.71
Indirect Cost Rate (key in rate, e.g. 10%)		
(s) Indirect Costs (Indirect Cost Rate X (r))	\$ -	\$ -
(t) TOTAL (t = r + s)	\$ 69,234.28	\$ 27,693.71



SNAPPartnership

Federal Fiscal Year 2019 SNAP Community Partner Application

This application provides community- and faith-based organizations in the state of Arizona with the documents required to become a SNAP Community Partner (SCP) for Federal Fiscal Year 2019 (FFY19) from October 1, 2018 – September 30, 2019. Please review the [Application Instructions and Checklist](#) on the following two pages for more information on the application process, or refer to the ACAA website under the “Partnerships” tab for details. Agencies must submit an application via email to Ray Collay at rcollay@azcaa.org on or before **Monday, April 30, 2018, 11:59 P.M.**

Be sure to include the following forms for a complete application (these forms are all available on the ACAA website at: www.azcaa.org/partnerships/snap/)

- Part 1 - Application
- Part 2 - Scope of Work
- Part 3 - Organization’s Current W-9 Form
- Part 4 - Location and Service Hours Worksheet
- Part 5 - Staffing Budget Worksheet
- Part 6 - Budget Justification
- Part 7 – Building/Space Calculator
- Part 8 - Program Line Item Budget Worksheet

Questions or concerns should be addressed to Jutta Ulrich at julrich@azcaa.org. Thank you for your interest!

United States Department of Agriculture Food and Nutrition Service
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

SNAP Community Partner Application Instructions

All documents, materials, and application forms can be found under the “Partnerships” tab on the ACAA website at www.azcaa.org/partnerships/snap/.

Instructions for Applying to Become a SNAP Community Partner (SCP):

1. Fill out the *Partnership Agreement* (pg. 4) and *Payee Form* (pg. 5) in Part 1.
2. Read the *Memorandum of Understanding (MOU)* (pgs. 6-12) in Part 1 and be sure you agree to all terms and specifications prior to submitting your proposal. If the *MOU* is agreeable, please replace all **red** text with your organization’s name and have your organization’s official representative sign and date the *MOU*.
3. Read all line items on the *Assurances Form* (pg. 13) and initial each item to signify your understanding and agreement.
4. Complete *Part 2 - Agency Description and Scope of Work Form*. Explain your agency’s background, outreach methodology, and goals that your agency has set for Federal Fiscal Year 2019. Describe the innovative elements of your organization’s activity. Additionally, if your agency is applying as a recurring partner from Federal Fiscal Year 2018, please note any barriers of past SNAP Partnership performance the agency has faced, and how those have been addressed.
5. Complete *Part 3 - IRS Form W-9*. Fill out and sign page 1 of the form.
6. Complete *Part 4 - Locations and Services Form* to explain where your agency offers application assistance services.
7. Using *Part 5 - Staffing Budget Worksheet*, determine what your staffing costs will be for the Federal Fiscal Year spanning October 1, 2018 – September 30, 2019. Please calculate these costs according to the percentage of time each staff person will spend working on the allowable activities, and include your worksheet with your application. Examples of these documents can be found on ACAA’s website under “Partnership” tab at www.azcaa.org/partnerships/snap/.
8. Please include *Part 6 - Budget Justification* for each line item. Your Budget Justification is a narrative that explains and justifies each cost and **clearly** explains how the amount for each line was determined. All explanations should be broken down with calculations and should clearly justify why an expense is being requested. Please include any equipment (e.g. laptops, computers, printers, fax machines, desks, etc.) on the “**Supplies and Non-**

Capital Expenditures” line item. If your agency is requesting funds for **Building/Space** costs, please use *Part 7 – Building Space Calculator* to calculate the amount your agency is allowed to request. Be sure to provide details for what is included in the line labeled **“Other”** on the line item budget. A sample is provided on the ACAA website.

9. Using *Part 8 - Program Line Item Budget* document, provide a projected budget from your *Budget Justification* for all activities being conducted under this program. Please remember this is a projection, so it should be reasonable and justifiable, and should represent **100%** of your program costs allocated to SNAP Outreach.

Please show all costs/expenses associated with this program, which are found in the calculations on the Budget Justification. Your reimbursement rate will be *40 cents for each dollar* expended by your organization, but DES and USDA need to budget for and be invoiced for **100%** of the costs you incur in order to properly calculate the correct reimbursement.

10. Submit all documents via email to Ray Collay (rcollay@azcaa.org) **on or before April 30, 2018**. All applications will be reviewed by ACAA and DES. You may be asked to clarify any item you submit and must do so in writing.
11. Once your application has been approved, you will receive an award notification, reporting documents, and an invoice template for reimbursement requests. We expect to be able to notify all Partners of an acceptance and approved agency budget in September 2018.
12. Please refer to the complete list of items below required to apply. If you have questions about an item or about the application process, please direct them via email to Jutta Ulrich at julrich@azcaa.org.

Items Required to Apply:

- ☐ *Part 1 - Partnership Agreement, Payee Form, Partner Memorandum of Understanding, and Partner Assurances* (Complete the four documents, signed by the organization's Official Representative, initialed where applicable, and submit as a PDF)
- ☐ *Part 2 - Agency Description and Scope of Work* (submit as a Word document)
- ☐ *Part 3 - Organization's current W-9* (submit as a PDF)
- ☐ *Part 4 - Location Form* (submit as an Excel spreadsheet)
- ☐ *Part 5 - Staffing Budget* (submit as an Excel spreadsheet)
- ☐ *Part 6 - Budget Justification* (submit as a Word document)
- ☐ *Part 7 – Building Space Calculator* (submit as an Excel spreadsheet)
- ☐ *Part 8 - Program Line Item Budget* (submit as an Excel spreadsheet)

Any questions regarding this Partnership, the application process, or items required for submission should be directed to:

Jutta Ulrich
Community Action Program Director
Arizona Community Action Association
julrich@azcaa.org
602-604-0640

Arizona Community Outreach Partner Agreement

Agency Name: Gila County Community Services

Main Address: 5515 S. Apache Ave, Suite 200, Globe, AZ 85501

Contact Person for Program: Dorine Prine

Contact Person's Phone Number: 928-474-7192

Contact Person's Email Address: dprine@gilacountyaz.gov

- We understand that our agency's name and street address information as provided above may be made available on the [ACAA](#) and [DES](#) websites. As such, we may include additional information (such as other services provided, hours of operation, how to schedule an appointment, etc.), found on the *Location and Services Provided* sheet with our listing. Please check one of the following:
 - ☒ YES. We would like to OPT IN to this listing.
 - ☐ NO. We would like to OPT OUT of this listing.
- We have staff or volunteers who can conduct outreach and assistance in the following languages:

Language 1: English

Language 3: [Click here to enter text.](#)

Language 2: Spanish

Language 4: [Click here to enter text.](#)

The aforementioned entity agrees to partner with the Arizona Community Action Association (ACAA) and serve as a SNAP Community Partner (SCP) to conduct outreach and improve access for applicants and recipients of Supplemental Nutrition Assistance Program (SNAP) benefits in Arizona. With our authorized signature, we acknowledge and accept the terms set forth in this application and its documents. We agree to conform to the terms of these documents and abide by the program budget submitted. We understand that any changes made to any part of this agreement must be requested in writing to ACAA and accepted in writing in order to be in compliance with all terms.

Arizona Community Action Association

Cynthia Zwick,
Executive Director

Authorizing Agent

Signature

Date

June 20, 2018

Gila County Community Services

Tim R. Humphrey
Chairman, Board of Supervisors

Name and Title (Please Print)

Signature

Date

08/07/2018

OFFICIAL PAYEE AND REPRESENTATIVE

Please submit your W-9 when you return this form. A current W-9 will be required to receive payment.

1. For questions regarding SCP's invoice or budget, please contact:

Contact Person Name: Dana True
Contact Person Email: dtrue@gilacountyaz.gov
Mailing Address: 5515 S. Apache Ave, Suite 200
Globe, AZ 85501

2. Please mail SCP reimbursements to:

☒ Check if same as above

3. For questions regarding the SCP's financial and administrative records and where they are maintained, please contact:

☒ Check if same as above

The contact person, or their designee, shall be responsible for informing ACAA of performance concerns of which the SCP becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner original or copies of documentation required by this agreement, and for being available to ACAA and DES for consultation and assistance, as requested by ACAA or DES or as agreed by SCP, during SCP's normal business hours and days of operation.

The names, address, telephone number and email addresses of ACAA's contact persons are:

Jutta Ulrich and Ray Collay
Arizona Community Action Association
340 E. Palm Ln., Ste 315
Phoenix, AZ 85004
602.604.0640
julrich@azcaa.org
rcollay@azcaa.org

ACAA's contacts will be available to assist SCP in its performance of this agreement on an "as needed" basis during ACAA's normal business hours and days of operation. All contact with ACAA by the SCP must be through ACAA's contact persons or an appropriate representative.

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
Arizona Community Action Association (ACAA)
and
Gila County Community Services
SNAP Community Partner (SCP)**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as SCPs), as well as administering the draw-down of these USDA funds through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and SCP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e-Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and SCP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, sexual orientation, political beliefs, or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2018 and ends September 30, 2019.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:
 - 1.1 Provide guidance and resources to SCP regarding applicable federal and state laws and regulations and program guidelines.

- 1.2 Review and approve all documentation evidencing SCP's performance of services as set forth in the Scope of Work and monitor SCP's compliance with the MOU.
- 1.3 Provide training and technical assistance to SCP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
- 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 20th of each month, or the first day of business thereafter in the event the 20th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. SCP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.

2. ACAA liability for funds related to this Partnership is limited as follows:

- 2.1 SCP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
- 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. SCP Responsibilities

1. SCP shall agree to the following during the duration of the MOU term:

- 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
- 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 relocated to 2 CFR Part 230; and A-133 (for non-profits) or OMB circulars A-87 relocated to 2 CFR, Part 225 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). [Link to OMB Circulars](#)
- 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Return of this MOU, Partnership Agreement and Payee Form, Program Budget and Budget Justification, Scope of Work, and Assurances with the required signatures, **by April 30th, 2018**. All documents shall be submitted to Ray Collav at rcollav@azcaa.org.
 - c) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. SCP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior

approval. A final report of activities completed, expenses incurred, and weekly activity logs **shall be submitted by the 10th day of the month following the month for which draw-down is requested.** For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- d) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- e) Participation in evaluation of SNAP Outreach.
- f) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, SCP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- g) Return of any funds necessary to repay ACAA for any disallowed expenses in which SCP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- h) Submission of a copy of audited financial statements to ACAA nine months after the end of the SCP's fiscal year during which this grant falls. SCP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA. The CFDA Number for this grant is 10.561.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. *(7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.)*
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and SCP Agree to the Following Provisions:

1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of SCP when necessary. Reviews may take up to ten (10) working

days. This MOU identifies the following documents intended for external release as subject to both internal (ACAA) and external (DES) review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by SCP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by SCP, and SCP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. SCP shall contact ACAA for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

An abbreviated version of this statement is available if space constraints exist.

2. SCP shall prominently display the USDA nondiscrimination poster “And Justice for All,” provided by DES or ACAA, at any facility providing services outlined in this Partnership.
3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities SCP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a SCP. Funding is subject to the following terms:
 - 1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. SCP understands and agrees to hold harmless ACAA for any funds expended for which SCP is not able to receive reimbursement due to termination of funding.
 - 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the SCP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by SCP which are not reimbursed by USDA and/or DES.
 - 1.3 It is the responsibility of the SCP to monitor all contract expenditures by line item and ensure no over-expenditures occur. If an over-expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide SCP funds in accordance with SCP’s reasonable request, and ACAA reserves the right to ask SCP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.

- 2.1 SCP agrees to submit all reports and documentation required by the 10th day of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and SCP will receive a check in the amount approved for matching draw-down, **equal to a maximum of 40% of the funds expended by SCP for allowable activities in the month prior.**
 - 2.2 SCP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, SCP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
 - 2.3 SCP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with SCP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
 - 2.4 SCP acknowledges and agrees that all invoices are subject to approval by DES and USDA, and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to SCP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by ACAA and SCP before becoming effective.
3. ACAA intends to Partner with multiple SCPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACAA and SCP authorized officials. It shall be in force from October 1, 2018 through September 30, 2019. ACAA and SCP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION
ASSOCIATION

Cynthia Zwick,
Executive Director

Authorizing Agent

Signature

Date

GILA COUNTY COMMUNITY SERVICES

Tim R. Humphrey
Chairman, Board of Supervisors










Name and Title (Please Print)

Signature

Date

SNAP Community Partner Assurances

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Initial Here to Indicate You Have Read and Understand The Assurance Statement	Assurance Statement
	The SCP is responsible for completion of activities outlined in the Scope of Work and Partnership Agreement and Payee Form.
	The amount requested in SCP's Program Budget is the maximum allowable reimbursement for FFY19, and may only be payable for allowable expenses. SCP is responsible for timely repayment of any reimbursed costs deemed unallowable by DES or USDA.
	Activities included in the Scope of Work are those deemed allowable as outlined in the USDA guidance provided by DES and ACAA.
	Volunteers may be utilized to help meet the Scope of Work, but their time cannot be billed to this Partnership.
	Only non-federal funds may be used to draw-down a reimbursement. The non-federal funds used in this agreement may not be used for any other federal match.
	Funding for this program may be revoked by USDA at any time without prior notification. SCP is eligible for reimbursement only for allowable activities approved by ACAA, and it is the sole responsibility of the SCP to pay any related expenses in full regardless of whether or not the requested reimbursement is provided by USDA.
	Documentation of activities, expenditures, and audits completed must be maintained by SCP for a minimum of 3 years after completion of the Term. It is the sole responsibility of the SCP to maintain all records and provide them to ACAA, DES, and/or USDA upon request.
	Program activities are conducted in compliance with all federal laws, rules, and regulations including Civil Rights and OMB regulations governing cost issues.
	Program activities are reasonable and necessary to accomplish outreach goals and reach potentially eligible households.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

SNAP Community Partner

Agency Description & Scope of Work: FFY2019

1. Agency Description

Please provide a few brief sentences about your organization, including your organization's mission, brief history, any relevant experience or programs, and the funding sources for its SNAP outreach activities. This information will be provided to DES and USDA and may also be published on the ACAA and DES websites.

Mission:

The Mission Statement for Gila County Community Action Program (CAP) is "Unite low-income residents and community resources to overcome the challenges of poverty." Our Vision Statement is "Empowering, encouraging and educating residents to achieve self-sufficiency throughout Gila County."

History:

CAP has over 30 years of experience providing services for low-income individuals and families. Since 1988, CAP has partnered with other agencies to enhance their service delivery and outreach. We have case managers who are very experienced in assisting people to access programs and services designed to improve their quality of life. CAP is dedicated to alleviating and preventing poverty in Gila County and throughout Arizona.

Relevant experience/programs:

Gila County CAP has experience and/or operates:

- Supplemental Nutrition Assistance Program (SNAP) Services and Outreach
- HEAplus Site Administrator and Assistors
- Food Bank/Pantries
- Nutrition Assistance Community Organization Partnerships
- Arizona Self-Help (www.arizonaselfhelp.org)
- Low Income Home Energy Assistance (LIHEAP) Utility Grants
- Weatherization Assistance Program
- Home Energy Assistance Fund
- WIOA One-Stop Partner
- Pearson Vue GED Classes and Testing Sites
- Volunteer Income Tax Assistance Sites
- Resources and Services for Senior Citizens, Veterans, Disabled, and Low-Income

Funding: *Describe briefly how your organization will fund SNAP allowable activities.*

CAP will be able to use Gila County and local funding for SNAP allowable activities. With the assistance of the SNAP Partnership Grant, we will not have to place a heavier burden on our other funding sources for this vital program.

2. Agency Scope of Work

The goal of the SNAP Partnership is to educate, inform, and assist low-income and likely eligible community members in accessing SNAP benefits to help alleviate hunger and food insecurity in Arizona.

Fill out the form below in concise and clear sentences to outline your agency's goals and innovative outreach/education methods. Be sure to highlight and clearly explain what makes your program effective.

Program Design

- a. What target populations (e.g. Hispanic, elderly, working poor, etc.) will your organization focus on? Which cities/towns? (Word limit: 50)**

We serve all of Gila County's population. This includes Veterans, elderly, working poor, disabled, low-income, Hispanic, American Indian and any others in need. We have CAP offices in Globe and Payson to serve Gila County community members.

- b. Describe your organization's outreach and education methodology. How do and how will SNAP activities fit into your organization's current work? What processes will be put in place? (Word limit: 200)**

CAP assists people individually and in group workshops to provide education. SNAP is a vital step in our process to help everyone alleviate hunger and food insecurity throughout Arizona. We include SNAP in our case management, employment and budget counseling. The process of scheduling SNAP appointments has been beneficial to our clients. Due to barriers (such as disabilities, employment schedules and child care), people can apply, renew benefits or obtain information at a time that is convenient to them. This has increased the SNAP enrollment for our communities. We attend outreach events to raise awareness of SNAP and our services. At the events, we offer a raffle basket to entice people to stop at our vendor table and provide them with information. We explain the SNAP application process, and provide nutrition information, brochures, posters, and recipes at local food banks and events.

- c. Highlight 5 key aspects of your organization's planned outreach activities. (Word limit: 500 total, or 100 each)**

1. We will continue to have a vendor table at the local health fairs and other community events. We explain the SNAP application process, and provide SNAP eligibility information, nutrition information, brochures, and recipes at these events.
2. We attend monthly organization and agency meetings. We distribute SNAP materials and educational information.
3. On a regular basis, we plan on attending our local food banks during their operating hours to provide SNAP materials and information to attendees.
4. We will continue to train local community partners on eligibility and the benefits of SNAP.

5. We will continue to assist people with completing the application process to achieve benefits. We inform potential clients what required verification documents are needed. We assist them with obtaining the proper documents. We provide access to internet service for people to apply, renew or inquire about SNAP benefits.

d. Fill in the "Goal (#)" column in the table below for your agency's goals for FFY2019. Type N/A if not applicable.

<i>Outreach Activity</i>	Goal (#)
Distribute collateral materials to ## people	1,000
Table at ## outreach events	14
Educate ## community members at outreach events	800
Network about SNAP services and referrals with ## non-SNAP partner agencies	50
<i>Self-Service Activity (if services are available to clients, but organizations do not assist with filling out the application)</i>	Goal (#)
Provide access to a computer to ## households	N/A
Provide referrals to ## SNAP partner agencies	N/A
Provide access to a telephone, scanner, and copier services to ## households	N/A
<i>Full-Service Activity (where agencies work with clients to walk through all the steps of the application)</i>	Goal (#)
Provide prescreening to ## households	10
Provide application assistance to ## households	15
Target ## new applications	8
Other activities: Click here to enter text.	N/A

- e. If your organization is applying as a recurring partner, part of your application evaluation will be based on your organization's past performance. If your agency faced any extenuating circumstances that you believe hindered your past SNAP Partnership performance, please indicate why this occurred and what solutions you will implement for FFY19. Examples of poor performance could include a lack of attendance on mandatory monthly calls, partnership trainings, or civil rights trainings; lack of completion of

mandatory consumer surveys; untimely reporting; or, inability to spend down the budget. (*Word limit: 250*)

In the past, CAP had a limited untrained staff available to provide assistance to our clients and attend monthly calls. We have resolved this issue by expanding and training our staff. We have designated a newly hired employee to monitor SNAP activities for our County. She is learning new methods to increase our outreach and education to staff, community members and clients. She has created innovative forms for SNAP activities and expenses. As her expertise of SNAP broadens, she is finding additional ways to expand and track our SNAP activities and expenses that weren't done before.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GILA COUNTY

2 Business name/disregarded entity name, if different from above
GILA COUNTY

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶ **GOVERNMENT ENTITY**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1400 EAST ASH STREET

6 City, state, and ZIP code
GLOBE, ARIZONA 85501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
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or

Employer identification number

8	6	-	6	0	0	0	4	4	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Debra Savage

Date ▶ **3-29-18**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

SNAP Outreach Plan FFY2019

Partner Location and Services Form

Note: This form is used so that ACAA knows the locations where your agency will offer SNAP application services. These results will be listed on the searchable map of Arizona SNAP assisters (www.azcaa.org/findhelp/snap), which is given to other agencies to make referrals. If you have opted out of having your locations on the map, your locations will be not be shared outside of ACAA, DES, and the USDA.

[illegible]

SNAP Outreach Staffing Detail

Budget Contract Year: FFY2019

Agency Name:		GILA COUNTY COMMUNITY SERVICES							
Position Title*		Staff Member Name (First and Last)	Approximate Hours per Week Position Works for ALL Areas of Organization	% FTE for SNAP Activities (a)	Annual Salary (b)	SNAP Salary (c = aXb)	Benefits Rate (d)	Outreach Benefits (e = cXd)	Total (f = c+e)
	Admin Clerk	Elsa Bobier	40	40.00%	\$ 28,183.89	\$ 11,273.56	34.00%	\$ 3,833.01	\$ 15,106.57
	Case Manager	Allison Torres	40	20.00%	\$ 36,993.48	\$ 7,398.70	30.00%	\$ 2,219.61	\$ 9,618.30
	Program Manager	Dorine Prine	40	15.00%	\$ 39,454.15	\$ 5,918.12	30.00%	\$ 1,775.44	\$ 7,693.56
	Senior Accounting Clerk	Dana True	40	10.00%	\$ 42,103.31	\$ 4,210.33	26.00%	\$ 1,094.69	\$ 5,305.02
	Director	Malissa Buzan	40	5.00%	\$ 97,809.83	\$ 4,890.49	22.00%	\$ 1,075.91	\$ 5,966.40
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
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						\$ -		\$ -	\$ -
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						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
	TOTAL						\$ 33,691.20		\$ 9,998.65

(*All proposed project staff that will be hired/employed should be included and identified as Vacant)

SNAP Outreach Budget Justification FFY2019 (October 2018 – September 2019)

Purpose: Provide a budget narrative that **explains** and **justifies** each cost and clearly describes how the amount for each line was determined. Each expense detail and narrative must consist of the following:

1. Total Expense associated with supporting SNAP outreach/application assistance. This amount must be the same as the total on the SNAP Outreach Line Item Program Budget (Excel format). Round this amount to the nearest dollar from the calculation (line #3 in each category).
2. Description of how the expense benefits/supports the program and methodology for calculation. Ensure that these descriptions justify exactly the cost and calculation for why expenses requested are needed. This is a narrative description, **do not use symbols in this section.**
3. Calculations showing how the expense was computed. Use only the following acceptable symbols: # \$ % = + - X (capital 'X' only)

All budget documents must be submitted using documents provided.

For an example of a Partner Budget Justification, please visit ACAA's website at:
www.azcaa.org/partnerships/snap/.

Format must remain consistent with this original form to include (Word document, Arial font, and 11 point font)

Organization Name: Gila County Community Services

- g. **Personnel:** Staffing Detail Document Attached. Specific information regarding **staff names and salary** are to be included on Staffing Detail Document (Excel). **Do not** include staff names on this document. Please pay special attention to the lines bolded in red below.

1. **Explain in detail how this organization will track activity and time spent on SNAP for all staff:**

The Administrative Clerk has created a spreadsheet for each of the staff that tracks all SNAP activity on a daily basis with tabs at the bottom for each month. The staff will input their activities on that form that is on a shared drive. The Program Manager and Administrative Clerk can open and review each spreadsheet for accuracy before timesheets and monthly SNAP reports are completed. Accuracy can be tracked by comparing the spreadsheets with the staff's Outlook calendar.

2. Total SNAP Expense: \$43,690.00
3. Description of SNAP related duties (and location when multiple sites are assigned to organization) for each position as noted on SNAP Outreach Staffing Detail:
 - a. Administrative Clerk in Globe and Payson locations---will contribute 40 percent of her time to the SNAP Program; will provide direct services to clients through application assistance, prescreening, documents assistance and applicant's telephone interview; provide troubleshooting assistance whenever possible; will participate in monthly Partner calls; incorporate SNAP applications at the local Volunteer Income Tax

Assistance (VITA) sites; organize SNAP outreach activities; community outreach; provide information and brochures at job fairs, food banks, and community events; will prepare monthly activity reports for review.

b. Case Manager in Globe location---will contribute 20 percent of her time to the SNAP Program; will be responsible for providing direct services to clients through application assistance, prescreening, documents assistance and applicant's telephone interview; community outreach as needed.

c. Community Action Program Manager in Globe and Payson locations---will contribute 15 percent of her time to the SNAP program and be responsible for organizing SNAP outreach activities; responsible for ensuring all activities associated with the SNAP Partnership program are performed; preparation and timely submission of complete and accurate monthly expenditure and activity reports; responsible for programmatic reporting.

d. Senior Accounting Clerk in Globe location---will contribute 10 percent of her time to the SNAP Program; will be responsible for timely submission of complete and accurate monthly expenditure, activity and reimbursement reports; responsible for maintaining budget allocations; be responsible for monthly reconciliation of SNAP; responsible for retention of all records, supporting the funds used for draw-down as well as any additional expenditures.

e. Director in Globe location---will contribute 5 percent of her time to the SNAP Program; she will oversee the entire program and staff to ensure program compliance; will ensure all activities associated with the SNAP Partnership Program are performed; community outreach as needed.

h. Copying/Printing/Materials:

1. Total SNAP Expense: \$4,519.54
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*
SNAP documents and printed materials are provided to clients and used at outreach events. Office equipment is used to print and provide the information.
3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item h)

20,000 Copies and Printing Materials X \$0.12/copy X 100% SNAP Activities = \$2,400.00
2 packs HP 80X Black Toner Cartridges X \$289.79 each X 100% SNAP Activities= \$579.58
3 Dell E525W Black Toner Cartridges X \$64.99 each X 100% SNAP Activities = \$194.97
3 Dell E525W Cyan Toner Cartridges X \$64.99 each X 100% SNAP Activities = \$194.97
3 Dell E525W Magenta Toner Cartridges X \$64.99 each X 100% SNAP Activities=\$194.97
3 Dell E525W Yellow Toner Cartridges X \$64.99 each X 100% SNAP Activities = \$194.97

3 Dell C1660W Black Toner Cartridges X 58.09 each X 100% SNAP Activities = \$174.27
 3 Dell C1660W Cyan Toner Cartridges X 65.09 each X 100% SNAP Activities = \$195.27
 3 Dell C1660W Magenta Toner Cartridges X 65.09 each X 100% SNAP Activities= 195.27
3 Dell C1660W Yellow Toner Cartridges X 65.09 each X 100% SNAP Activities = \$195.27
 Total SNAP Expense (100% SNAP Activities) = \$4,519.54

i. Internet/Telephone:

1. Total SNAP Expense: \$XX.XX
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

There are no expenses for this category that will be charged to SNAP.

3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
 i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP expense of line item i)
-

j. Equipment:

1. Total SNAP Expense: \$867.47
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

One monitor and two-color printers will be purchased for the staff that will be responsible for SNAP applications and outreach. Current equipment is outdated and unable to display and print some graphics from software programs.

3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
 i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item j)
 1 unit HP LaserJet Pro Monochrome Laser Printer X \$277.49/unit X SNAP Activities
 100% = \$277.49
 1 unit Dell Laser Multifunction Color Printer X \$329.99/unit X SNAP Activities
 100% = \$329.99
1 unit Dell LED LCD Monitor X \$259.99/unit X SNAP Activities 100% = \$259.99
 Total SNAP Expense (100% SNAP Costs) = \$867.47
-

k. Supplies and Non-Capital Expenditures:

1. Total SNAP Expense: \$2,040.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

Supplies (such as paper, pens and miscellaneous office supplies) specifically for the SNAP program.

3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
 i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$ Total SNAP Expense of line item k)

12 months Office Supplies X \$170.00/month X SNAP Activities 100% = \$2,040.00
Total SNAP Expense (100% SNAP Costs) = \$2,040.00

- l. Building/Space:** The costs of publicly owned space may only be recovered with a depreciation schedule or use allowance, plus applicable charges for utilities, maintenance, and general upkeep. Cost for space owned by a public entity cannot be reimbursed based on private market rental rates, regardless of whether it is direct billed or donated. (*OMB regulations at 2 CFR 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), and 2 CFR PART 215 (OMB Circular A-110) and Departmental regulations at 7 CFR 3016. and FNS Policy Memorandum-March 9, 1998.*) Whether depreciation or a use allowance is used, SNAP outreach share of the costs should be calculated using the percentage of square footage used for outreach. In most cases, depreciation will be used. Use allowance is applied when the building is fully depreciated. Organizations may charge no more than two percent of the cost of the building per year. FNS has developed a standard cost of \$5.31 for 1000 square feet in use for one hour. This breaks out into a \$2.04 hourly charge for 1000 square feet of space and a \$3.27 hourly charge for the same 1000 square feet for maintenance and utility cost.

1. Total SNAP Expense: \$XX.XX

m. Other:

1. Total SNAP Expense: \$481.53
2. Describe how the figures in the line item budget were calculated. (*Do not use symbols in your description.*)
3. Show calculations for expense described in #1: (*acceptable symbols: X; #; \$; %, =; +; -*)
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item m)

12 months Maintenance Agreements on Konica Minolta Copier/Printers/Fax machines
X \$160.51/month X SNAP Activities 25% = \$481.53

- o. Long Distance (Out-of-State Travel):** Itemize travel expenses of personnel/volunteers by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.) Show the basis of computation (e.g., six people to attend 3-day training at \$X airfare, \$X lodging, and \$X subsistence). ****Conference agendas must be submitted to justify the percentage of time these conferences will be spent on allowable SNAP activities****

1. Total SNAP Expense: \$XX.XX
2. Purpose of Travel (*Do not use symbols in your description*):
3. Show Calculations: (*acceptable symbols: X; #; \$; %, =; +; -*)
- | | |
|------------------------|--|
| Destination: | Name of Conference/Meeting/Etc. |
| Airfare: | Average Cost X # of People X # of Trips |
| Lodging: | Average Cost X # of People X # of Trips |
| Per Diem: | Average Cost X # of People X # of Trips |
| Ground Transportation: | <u>Average Cost X # of People X # of Trips</u> |

= \$Total Program Cost

Total Cost of line item o X % of cost allocated to SNAP Outreach = \$Total SNAP Expense

p. Local Travel (In-State Travel):

1. Total SNAP Expense: \$9,486.72
2. Purpose of Travel (*Do not use symbols in your description*):

Travel will be throughout Gila and Maricopa Counties to provide SNAP assistance and outreach. Travel for two nights stay at The Scott Resort and Spa to attend ACAA Annual Conference for CAP Advisory Board members and staff. Registration fee to attend ACAA Annual Conference for CAP Advisory Board members and staff. The Konica Minolta machines are used for copying, printing, scanning, and faxing documents for SNAP participants

3. Show Calculations: (*acceptable symbols: X; #; \$; %, =; +; -*); Reimbursement rate of \$0.445/mile:

Destination: Total Roundtrips X Roundtrip Mileage X \$0.445 = \$Total SNAP Expense

Destination: Globe to Payson

Vehicle travel: 12 Roundtrips X 158 miles = 1,896 X \$0.445 = **\$843.72**

Destination: Local and in-town

Vehicle Travel: 12 months X 20 miles = 240 X \$0.445= **\$106.80**

Destination: ACAA Annual Conference

Lodging: Average cost \$249.00/night X 2 nights X 12 people X 1 trip = **\$5,976.00**

Destination: ACAA Annual Conference

Vehicle travel: 1 Roundtrip (Payson to Globe to Scottsdale) X 360 miles X \$0.445 = **\$160.20**

12 people X \$200.00/person registration fee X SNAP Activities 100% = **\$2,400.00**

Total SNAP Expense (100% SNAP Costs) = **\$9,486.72**

- r. Contractual:** Provide a description of the product or services to be procured by contract and an estimate of the cost. Describe in detail the purpose of each contract to carry out the objectives of the program.

1. Total SNAP Expense: \$XX.XX.
2. Describe how the figures in the line item budget were calculated. (*Do not use symbols in your description.*)

There are no expenses for this category that will be charged to SNAP.

3. Show calculations for expense described in #1: (*acceptable symbols: X; #; \$; %, =; +; -*)
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item r)

-
- t. **Indirect Costs:** Indirect costs are allowed only if permitted by the grant program. If the applicant has a federally-approved indirect cost rate, a copy of the rate approval (a fully executed, negotiated agreement) must be attached. If the applicant does not have an approved rate, an indirect cost rate of 10% may be used, or the applicant can request a federally-approved indirect cost rate by contacting the applicant's cognizant federal agency. The cognizant federal agency will review all documentation and approve a rate for the applicant organization. If the applicant chooses to use an indirect cost rate, the applicant cannot include items in the Supplies line item; or the applicant can include costs in the Supplies line item, but the indirect cost will only apply to the sum of the remaining direct costs categories. If the applicant does not choose to use an indirect cost rate and the applicant's accounting system permits, costs may be allocated in the direct costs categories.

1. Total Expense for Indirect Cost: \$XX.XX

There are no expenses for this category that will be charged to SNAP.

2. Description: ****When the ICR is federally-approved, the organization must attach a copy of the fully executed and negotiated ICR agreement.****
3. Calculation: (acceptable symbols: X; #; \$; %, =; +; -)
Formula: Indirect Cost Rate X Total Direct Cost of all other line items = \$Indirect Cost

FFY 2019 SNAP Community Partnership Building Space Cost Allocation Tool

Organization Name	GILA COUNTY COMMUNITY SERVICES	<i>Key the name of your organization</i>
Location # 1		
Location Address	5515 S. Apache Ave, Suite 200, Globe, AZ	<i>Key the location address</i>
Total Square Feet Occupied by All Staff		<i>Key the total number of square feet used at this location for all programs</i>
Total Staff at Location		<i>Key the total number of staff at this location for all programs</i>
SNAP Outreach Staff at Location		<i>Key the total number of staff allocated to SNAP Outreach at this location</i>
Base Square Feet	#DIV/0!	<i>Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)</i>
Average Outreach Staff Percent SNAP		<i>Key the average percent of time spent on SNAP for all SNAP Outreach staff</i>
Square Feet Chargeable to SNAP	#DIV/0!	<i>Calculation: Base Square Feet X Average Outreach Staff Percent SNAP</i>
Conversion Factor	#DIV/0!	<i>Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff</i>
Annual Rent		<i>Key the location yearly rent amount</i>
Building Space SNAP Cost	#DIV/0!	<i>Calculation: Annual Rent * Conversion Factor</i>
Location # 2		
Location Address	107 W. Frontier St, Bldg. C, Payson, AZ	<i>Key the location address</i>
Total Square Feet Occupied by All Staff		<i>Key the total number of square feet used at this location for all programs</i>
Total Staff at Location		<i>Key the total number of staff at this location for all programs</i>
SNAP Outreach Staff at Location		<i>Key the total number of staff allocated to SNAP Outreach at this location</i>
Base Square Feet	#DIV/0!	<i>Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)</i>
Average Outreach Staff Percent SNAP		<i>Key the average percent of time spent on SNAP for all SNAP Outreach staff</i>
Square Feet Chargeable to SNAP	#DIV/0!	<i>Calculation: Base Square Feet X Average Outreach Staff Percent SNAP</i>
Conversion Factor	#DIV/0!	<i>Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff</i>
Annual Rent		<i>Key the location yearly rent amount</i>
Building Space SNAP Cost	#DIV/0!	<i>Calculation: Annual Rent * Conversion Factor</i>
Location # 3		
Location Address		<i>Key the location address</i>
Total Square Feet Occupied by All Staff		<i>Key the total number of square feet used at this location for all programs</i>
Total Staff at Location		<i>Key the total number of staff at this location for all programs</i>
SNAP Outreach Staff at Location		<i>Key the total number of staff allocated to SNAP Outreach at this location</i>
Base Square Feet	#DIV/0!	<i>Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)</i>
Average Outreach Staff Percent SNAP		<i>Key the average percent of time spent on SNAP for all SNAP Outreach staff</i>
Square Feet Chargeable to SNAP	#DIV/0!	<i>Calculation: Base Square Feet X Average Outreach Staff Percent SNAP</i>
Conversion Factor	#DIV/0!	<i>Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff</i>
Annual Rent		<i>Key the location yearly rent amount</i>
Building Space SNAP Cost	#DIV/0!	<i>Calculation: Annual Rent * Conversion Factor</i>
Location # 4		
Location Address		<i>Key the location address</i>
Total Square Feet Occupied by All Staff		<i>Key the total number of square feet used at this location for all programs</i>
Total Staff at Location		<i>Key the total number of staff at this location for all programs</i>
SNAP Outreach Staff at Location		<i>Key the total number of staff allocated to SNAP Outreach at this location</i>
Base Square Feet	#DIV/0!	<i>Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)</i>
Average Outreach Staff Percent SNAP		<i>Key the average percent of time spent on SNAP for all SNAP Outreach staff</i>
Square Feet Chargeable to SNAP	#DIV/0!	<i>Calculation: Base Square Feet X Average Outreach Staff Percent SNAP</i>
Conversion Factor	#DIV/0!	<i>Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff</i>
Annual Rent		<i>Key the location yearly rent amount</i>
Building Space SNAP Cost	#DIV/0!	<i>Calculation: Annual Rent * Conversion Factor</i>
Location # 5		
Location Address		<i>Key the location address</i>
Total Square Feet Occupied by All Staff		<i>Key the total number of square feet used at this location for all programs</i>

[illegible]

Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 10		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 11		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 12		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 13		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 14		
Location Address		Key the location address

[illegible]

Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 19		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Location # 20		
Location Address		Key the location address
Total Square Feet Occupied by All Staff		Key the total number of square feet used at this location for all programs
Total Staff at Location		Key the total number of staff at this location for all programs
SNAP Outreach Staff at Location		Key the total number of staff allocated to SNAP Outreach at this location
Base Square Feet	#DIV/0!	Calculation: Total Square Feet Occupied by All Staff X (SNAP Outreach Staff at Location ÷ Total Staff at Location)
Average Outreach Staff Percent SNAP		Key the average percent of time spent on SNAP for all SNAP Outreach staff
Square Feet Chargeable to SNAP	#DIV/0!	Calculation: Base Square Feet X Average Outreach Staff Percent SNAP
Conversion Factor	#DIV/0!	Calculation: Square Feet Chargeable to SNAP ÷ Total Square Feet Occupied by All Staff
Annual Rent		Key the location yearly rent amount
Building Space SNAP Cost	#DIV/0!	Calculation: Annual Rent * Conversion Factor
Total Building Space SNAP Cost		
Total Building Space SNAP Cost	#DIV/0!	Calculation: Sum of Building Space SNAP Cost for each location

Program Line Item Budget Details
Contract Year FFY2019 (October 2018 - September 2019)

Agency Name:		
Expenses	Total Expenses* (100% Budgeted Expenses)	Reimbursement** (40% of Expenses)
(g) Personnel (Salary and Benefits)	\$ 43,690.00	\$ 17,476.00
Other Direct Costs		
(h) Copying/Printing/Materials	\$ 4,519.54	\$ 1,807.82
(i) Internet/Telephone	\$ -	\$ -
(j) Equipment	\$ 867.47	\$ 346.99
(k) Supplies and Non-Capital Expenditures	\$ 2,040.00	\$ 816.00
(l) Building/Space	\$ -	\$ -
(m) Other	\$ 481.53	\$ 192.61
(n) Subtotal Other Direct Costs (n = h + i + j + k + l + m)	\$ 7,908.54	\$ 3,163.42
Travel		
(o) Long Distance (Out-of-State Travel)	\$ -	\$ -
(p) Local (In-State Travel) (\$0.445/mile)	\$ 9,486.72	\$ 3,794.69
(q) Subtotal Travel (q = o + p)	\$ 9,486.72	\$ 3,794.69
(r) Contractual		\$ -
(s) Total Personnel, Direct Costs, Travel, and Contractual (s = g + n + q + r)	\$ 61,085.26	\$ 24,434.10
Indirect Cost Rate (key in rate, e.g. 10%)		
(t) Indirect Costs (Indirect Cost Rate X (s))	\$ -	\$ -
(u) TOTAL (u = s + t)	\$ 61,085.26	\$ 24,434.10

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
Arizona Community Action Association (ACAA)
and
GILA COUNTY COMMUNITY SERVICES
SNAP Community Partner (SCP)**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as SCPs), as well as administering the draw-down of these USDA funds through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and SCP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e-Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and SCP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, sexual orientation, political beliefs, or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2017 and ends March 31, 2018.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:
 - 1.1 Provide guidance and resources to SCP regarding applicable federal and state laws and regulations and program guidelines.

- 1.2 Review and approve all documentation evidencing SCP's performance of services as set forth in the Scope of Work and monitor SCP's compliance with the MOU.
 - 1.3 Provide training and technical assistance to SCP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
 - 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 20th of each month, or the first day of business thereafter in the event the 20th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. SCP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.
2. ACAA liability for funds related to this Partnership is limited as follows:
 - 2.1 SCP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
 - 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. SCP Responsibilities

1. SCP shall agree to the following during the duration of the MOU term:
 - 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
 - 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 relocated to 2 CFR Part 230; and A-133 (for non-profits) or OMB circulars A-87 relocated to 2 CFR, Part 225 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). [Link to OMB Circulars](#)
 - 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. SCP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior approval. A final report of activities completed, expenses incurred, and weekly activity logs **shall be submitted by the 10th day of the month following the month for which draw-down is requested**. For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- c) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- d) Participate in evaluation of SNAP Outreach.
- e) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, SCP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- f) Return any funds necessary to repay ACAA for any disallowed expenses in which SCP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- g) Submission of a copy of audited financial statements to ACAA nine months after the end of the SCP's fiscal year during which this grant falls. SCP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA. The CFDA Number for this grant is 10.561.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. *(7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.)*
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and SCP Agree to the Following Provisions:

1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and approval prior to release. Documents prepared by SCP and intended for publication and distribution must receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of SCP when necessary. Reviews may take up to ten (10) working days. This MOU identifies the following documents intended for external release as subject to both internal and external review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by SCP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by SCP, and SCP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. SCP shall contact ACAA for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

An abbreviated version of this statement is available if space constraints exist.

2. SCP shall prominently display the USDA nondiscrimination poster “And Justice for All,” provided by DES or ACAA, at any facility providing services outlined in this Partnership.
3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities SCP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a SCP. Funding is subject to the following terms:
 - 1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. SCP understands and agrees to hold harmless ACAA for any funds expended for which SCP is not able to receive reimbursement due to termination of funding.
 - 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the SCP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by SCP which are not reimbursed by USDA and/or DES.
 - 1.3 It is the responsibility of the SCP to monitor all contract expenditures by line item and ensure no over-expenditures occur. If an over-expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide SCP funds in accordance with SCP’s reasonable request, and ACAA reserves the right to ask SCP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.

- 2.1 SCP agrees to submit all reports and documentation required by the 10th day of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and SCP will receive a check in the amount approved for matching draw-down, **equal to a maximum of 40% of the funds expended by SCP for allowable activities in the month prior.**
- 2.2 SCP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, SCP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
- 2.3 SCP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with SCP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
- 2.4 SCP acknowledges and agrees that all invoices are subject to approval DES and USDA and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to SCP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

1. A.R.S. § 38-511 (F) "Notice is hereby given that this agreement is subject to cancellation for conflict of interest under A.R.S § 38-511. In addition, this agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by ACAA and SCP before becoming effective.
3. ACAA intends to Partner with multiple SCPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.
4. A.R.S. § 41-4401 requires: 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 contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S § 23-214(A). A breach

of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

5. ACAA 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 defined by A.R.S. § 35-393.01. Violation of this certification by ACAA may result in action by Gila County Community Services up to and including termination of this Agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACAA and SCP authorized officials. It shall be in force from October 1, 2017 through March 31, 2018. ACAA and SCP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION
ASSOCIATION

Cynthia Zwick, Executive Director

Authorizing Agent

Signature

Date

GILA COUNTY COMMUNITY SERVICES

Tommie C. Martin

Chairman, Board of Supervisors

Name and Title (Please Print)

Signature

9/19/17

Date

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
Arizona Community Action Association (ACAA)
and
GILA COUNTY COMMUNITY SERVICES
SNAP Community Partner (SCP)**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as SCPs), as well as administering the draw-down of these USDA funds through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and SCP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e-Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and SCP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, sexual orientation, political beliefs, or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2017 and ends September 30, 2018.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:

- 1.1 Provide guidance and resources to SCP regarding applicable federal and state laws and regulations and program guidelines.

- 1.2 Review and approve all documentation evidencing SCP's performance of services as set forth in the Scope of Work and monitor SCP's compliance with the MOU.
 - 1.3 Provide training and technical assistance to SCP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
 - 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 20th of each month, or the first day of business thereafter in the event the 20th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. SCP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.
2. ACAA liability for funds related to this Partnership is limited as follows:
 - 2.1 SCP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
 - 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. SCP Responsibilities

1. SCP shall agree to the following during the duration of the MOU term:
 - 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
 - 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 relocated to 2 CFR Part 230; and A-133 (for non-profits) or OMB circulars A-87 relocated to 2 CFR, Part 225 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). [Link to OMB Circulars](#)
 - 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Return of this MOU, Partnership Agreement and Payee Form, Program Budget and Budget Justification, Scope of Work, and Assurances with the required signatures, by April 30th, 2017. All documents shall be submitted to Celeste Plumlee at cplumlee@azcaa.org.
 - c) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. SCP will be reimbursed 40 percent of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior

approval. A final report of activities completed, expenses incurred, and weekly activity logs shall be submitted by the 10th day of the month following the month for which draw-down is requested. For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- d) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- e) Participate in evaluation of SNAP Outreach.
- f) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, SCP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- g) Return any funds necessary to repay ACAA for any disallowed expenses in which SCP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- h) Submission of a copy of audited financial statements to ACAA nine months after the end of the SCP's fiscal year during which this grant falls. SCP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA. The CFDA Number for this grant is 10.561.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. *(7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.)*
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and SCP Agree to the Following Provisions:

- 1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and approval prior to release. Documents prepared by SCP and intended for publication and distribution must receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of SCP when necessary. Reviews may take up to ten (10) working

days. This MOU identifies the following documents intended for external release as subject to both internal and external review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by SCP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by SCP, and SCP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. SCP shall contact Celeste Plumlee at cplumlee@azcaa.org for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

An abbreviated version of this statement is available if space constraints exist.

- 2. SCP shall prominently display the USDA nondiscrimination poster “And Justice for All,” provided by DES or ACAA, at any facility providing services outlined in this Partnership.
- 3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

- 1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities SCP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a SCP. Funding is subject to the following terms:
 - 1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. SCP understands and agrees to hold harmless ACAA for any funds expended for which SCP is not able to receive reimbursement due to termination of funding.
 - 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the SCP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by SCP which are not reimbursed by USDA and/or DES.
 - 1.3 It is the responsibility of the SCP to monitor all contract expenditures by line item and ensure no over-expenditures occur. If an over-expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
- 2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide SCP funds in accordance with SCP’s reasonable request, and ACAA

reserves the right to ask SCP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.

- 2.1 SCP agrees to submit all reports and documentation required by the 10th day of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and SCP will receive a check in the amount approved for matching draw-down, equal to a maximum of 40% of the funds expended by SCP for allowable activities in the month prior.
- 2.2 SCP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, SCP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
- 2.3 SCP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with SCP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
- 2.4 SCP acknowledges and agrees that all invoices are subject to approval DES and USDA and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to SCP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

1. A.R.S. 38-511 (F) "Notice is hereby given that this agreement is subject to cancellation for conflict of interest under A.R.S 38-511. In addition, this agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by ACAA and SCP before becoming effective.
3. ACAA intends to Partner with multiple SCPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.

A.R.S. § 41-4401

4. ~~Section 44-401(A)~~ requires: 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 contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
5. ACA A 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 defined by A.R.S. § 35-393.01. Violation of this certification by ACA A may result in action by Gila County Community Services up to and including termination of this Agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACA A and SCP authorized officials. It shall be in force from October 1, 2017 through September 30, 2018. ACA A and SCP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION
ASSOCIATION

Cynthia Zwick, Executive Director

Authorizing Agent

Signature

Date

GILA COUNTY COMMUNITY SERVICES

Tommie Cline Martin
Chairman, Board of Supervisors

Name and Title (Please Print)

Signature

Date

SNAP Outreach Budget Justification FFY2018 (October 2017 – September 2018)

Purpose: Provide a budget narrative that **explains** and **justifies** each cost and clearly describes how the amount for each line was determined. Each expense detail and narrative must consist of the following:

1. Total Expense associated with supporting SNAP outreach/application assistance. This amount must be the same as the total on the SNAP Outreach Line Item Program Budget (Excel format). Round this amount to the nearest dollar from the calculation (line #3 in each category).
2. Description of how the expense benefits/supports the program and methodology for calculation. Ensure that these descriptions justify exactly the cost and calculation for why expenses requested are needed. This is a narrative description, **do not use symbols in this section.**
3. Calculations showing how the expense was computed. Use only the following acceptable symbols: # \$ % = + - X (capital 'X' only)

All budget documents must be submitted using documents provided.

For an example of a Partner Budget Justification, please visit ACAA's website at:
www.azcaa.org/partnerships/snap/.

Format must remain consistent with this original form to include (Word document, Arial font, and 11 point font)

Organization Name: Gila County Community Services

- g. **Personnel:** Staffing Detail Document Attached. Specific information regarding **staff names and salary** are to be included on Staffing Detail Document (Excel). **Do not** include staff names on this document. Please pay special attention to the lines bolded in red below.

1. **Explain in detail how this organization will track activity and time spent on SNAP for all staff:** All staff will maintain a daily SNAP time and activities log. These logs will be accumulated for the monthly report.
2. Total SNAP Expense: \$40,276.00
3. Description of SNAP related duties (and location when multiple sites are assigned to organization) for each position as noted on SNAP Outreach Staffing Detail:
 - a. Administrative Clerk in Globe and Payson locations---will contribute 40 percent of her time to the SNAP Program; will provide direct services to clients through application assistance, prescreening, documents assistance and applicant's telephone interview; provide troubleshooting assistance whenever possible; will participate in monthly Partner calls; incorporate SNAP applications at the local Volunteer Income Tax Assistance (VITA) sites; organize SNAP outreach activities; community outreach; provide information and brochures at job fairs, food banks, and community events; will prepare monthly activity reports for review.

- b. Community Action Program Manager in Globe and Payson locations---will contribute 15 percent of her time to the SNAP program and be responsible for organizing SNAP outreach activities; responsible for ensuring all activities associated with the SNAP Partnership program are performed; preparation and timely submission of complete and accurate monthly expenditure and activity reports; responsible for programmatic reporting.
- c. Case Manager in Globe location---will contribute 20 percent of her time to the SNAP Program; will be responsible for providing direct services to clients through application assistance, prescreening, documents assistance and applicant's telephone interview; community outreach as needed.
- d. Director in Globe location---will contribute 5 percent of her time to the SNAP Program; she will oversee the entire program and staff to ensure program compliance; will ensure all activities associated with the SNAP Partnership Program are performed; community outreach as needed.
- e. Senior Accounting Clerk in Globe location---will contribute 10 percent of her time to the SNAP Program; will be responsible for timely submission of complete and accurate monthly expenditure, activity and reimbursement reports; responsible for maintaining budget allocations; be responsible for monthly reconciliation of SNAP; responsible for retention of all records, supporting the funds used for draw-down as well as any additional expenditures.

h. Copying/Printing/Materials:

1. Total SNAP Expense: \$2,784.31
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*
 The staff uses individual and networked printers/copiers/scanners to provide assistance to the clients. Maintaining the equipment requires replacement approximately three times a year. Copies and printing materials includes paper and other products.
3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
 i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item h)

\$1,000.00	Copies and Printing Materials (10,000 X \$0.10)
\$ 196.99	Dell 3100CN Imaging Drum
\$ 191.37	Dell 3100CN Black Toner (\$63.79 X 3)
\$ 135.99	Dell 3100CN Cyan Toner
\$ 135.99	Dell 3100CN Magenta Toner
\$ 135.99	Dell 3100CN Yellow Toner
\$ 174.27	Dell C1660W Black Toner (\$58.09 X 3)
\$ 195.27	Dell C1660W Cyan Toner (\$65.09 X 3)
\$ 195.27	Dell C1660W Magenta Toner (\$65.09 X 3)
\$ 195.27	Dell C1660W Yellow Toner (\$65.09 X 3)
<u>\$ 227.90</u>	<u>Dell B1260DN Toner Cartridge (\$113.95 X 2)</u>
<u>\$2,784.31</u>	<u>Total SNAP Expense (100% SNAP Costs)</u>

i. Internet/Telephone:

1. Total SNAP Expense: \$00.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

There are no expenses for this category that will be charged to SNAP.

3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$00.00
-

j. Equipment:

1. Total SNAP Expense: \$00.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

There are no expenses for this category that will be charged to SNAP.

3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$00.00
-

k. Supplies and Non-Capital Expenditures:

1. Total SNAP Expense: \$519.99
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

Supplies, such as paper, pens and miscellaneous office supplies specifically for the SNAP program. New color printer will be purchased for the staff that will be responsible for SNAP applications and outreach.

3. Show calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$399.99
\$120.00 Office Supplies (\$10.00 per month X 12 months)
\$399.99 Brother Wireless Color Laser LED All-In-One Printer, Scanner, Copier, Fax
\$519.99 Total SNAP Expense (100% SNAP Cost)
-

- l. Building/Space:** The costs of publicly owned space may only be recovered with a depreciation schedule or use allowance, plus applicable charges for utilities, maintenance, and general upkeep. Cost for space owned by a public entity cannot be reimbursed based on private market rental rates, regardless of whether it is direct billed or donated. *(OMB regulations at 2 CFR 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), and 2 CFR PART 215 (OMB Circular A-110) and Departmental regulations at 7 CFR 3016. and FNS Policy Memorandum-March 9, 1998.)* Whether depreciation or a use allowance is

used, SNAP outreach share of the costs should be calculated using the percentage of square footage used for outreach. In most cases, depreciation will be used. Use allowance is applied when the building is fully depreciated. Organizations may charge no more than two percent of the cost of the building per year. FNS has developed a standard cost of \$5.31 for 1000 square feet in use for one hour. This breaks out into a \$2.04 hourly charge for 1000 square feet of space and a \$3.27 hourly charge for the same 1000 square feet for maintenance and utility cost.

1. Total SNAP Expense: \$00.00
2. Describe how the figures in the line item budget were calculated. (*Do not use symbols in your description.*)

There are no expenses for this category that will be charged to SNAP.

3. Show calculations for expense described in #1: (*acceptable symbols: X; #; \$; %, =; +; -*)
Formula: Square footage for SNAP outreach X \$5.31 X hours/week X weeks/year = \$00.00

m. Other:

1. Total SNAP Expense: \$00.00
2. Describe how the figures in the line item budget were calculated. (*Do not use symbols in your description.*)

There are no expenses for this category that will be charged to SNAP.

3. Show calculations for expense described in #1: (*acceptable symbols: X; #; \$; %, =; +; -*)
i.e.: (# of units X \$cost/unit X 100% SNAP Activities) = \$00.00

-
- o. Long Distance (Out-of-State Travel):** Itemize travel expenses of personnel/volunteers by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.) Show the basis of computation (e.g., six people to attend 3-day training at \$X airfare, \$X lodging, and \$X subsistence). ****Conference agendas must be submitted to justify the percentage of time these conferences will be spent on allowable SNAP activities****

1. Total SNAP Expense: \$00.00

There are no expenses for this category that will be charged to SNAP.

2. Purpose of Travel (*Do not use symbols in your description*):
3. Show Calculations: (*acceptable symbols: X; #; \$; %, =; +; -*)

Destination:	Name of Conference/Meeting/Etc.
Airfare:	Average Cost X # of People X # of Trips
Lodging:	Average Cost X # of People X # of Trips
Per Diem:	Average Cost X # of People X # of Trips
Ground Transportation:	<u>Average Cost X # of People X # of Trips</u> = \$Total Program Cost

Total Cost of line item o X % of cost allocated to SNAP Outreach = \$00.00

p. Local Travel (In-State Travel):

1. Total SNAP Expense: \$5,892.52
2. Purpose of Travel (*Do not use symbols in your description*):

Travel will be throughout Gila and Maricopa Counties to provide SNAP assistance and outreach. The CAP Advisory Board members and staff will be attending the ACAA Annual Conference. The registration fee is \$135.00 for each person.

3. Show Calculations: (*acceptable symbols: X; #; \$; %, =; +; -*); Reimbursement rate of \$0.445/mile:

Destination: Total Roundtrips X Roundtrip Mileage X \$0.445 + Hotel = \$4,002.52

Destination: Globe to Payson

12 Roundtrips X 158 miles X \$0.445 = \$843.72

Destination: Local and in-town

12 months X 20 miles X \$0.445 = \$106.80

Destination: Phoenix/Scottsdale hotel stay to attend ACAA Annual Conference

14 people X \$109.00 per night X 2 nights = \$3,052.00

14 people X \$135.00 registration fee X 100% SNAP Activities = \$1,890.00

- r. Contractual:** Provide a description of the product or services to be procured by contract and an estimate of the cost. Describe in detail the purpose of each contract to carry out the objectives of the program.

1. Total SNAP Expense: \$00.00

There are no expenses for this category that will be charged to SNAP.

2. Describe how the figures in the line item budget were calculated. (*Do not use symbols in your description.*)
 3. Show calculations for expense described in #1: (*acceptable symbols: X; #; \$; %, =; +; -*)
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$00.00
-

- t. Indirect Costs:** Indirect costs are allowed only if permitted by the grant program. If the applicant has a federally-approved indirect cost rate, a copy of the rate approval (a fully executed, negotiated agreement) must be attached. If the applicant does not have an approved rate, an indirect cost rate of 10% may be used, or the applicant can request a federally-approved indirect cost rate by contacting the applicant's cognizant federal agency. The cognizant federal agency will review all documentation and approve a rate for the applicant

organization. If the applicant chooses to use an indirect cost rate, the applicant cannot include items in the Supplies line item; or the applicant can include costs in the Supplies line item, but the indirect cost will only apply to the sum of the remaining direct costs categories. If the applicant does not choose to use an indirect cost rate and the applicant's accounting system permits, costs may be allocated in the direct costs categories.

1. Total Expense for Indirect Cost: \$00.00

There are no expenses for this category that will be charged to SNAP.

2. Description: ****When the ICR is federally-approved, the organization must attach a copy of the fully executed and negotiated ICR agreement.****

3. Calculation: (*acceptable symbols: X; #; \$; %, =; +; -*)

Formula: Indirect Cost Rate X Total Direct Cost of all other line items = \$00.00

Program Line Item Budget Details
Contract Year FFY2018 (October 2017 - September 2018)

Agency Name:	Gila County Community Services	
Expenses	Total Expenses* (100% Budgeted Expenses)	Reimbursement** (40% of Expenses)
(g) Personnel (Salary and Benefits)	\$ 40,276.00	\$ 16,110.40
Other Direct Costs		
(h) Copying/Printing/Materials	\$ 2,784.31	\$ 1,113.72
(i) Internet/Telephone		\$ -
(j) Equipment		\$ -
(k) Supplies and Non-Capital Expenditures	\$ 519.99	\$ 208.00
(l) Building/Space		\$ -
(m) Other	\$ -	\$ -
(n) Subtotal Other Direct Costs (n = h + i + j + k + l + m)	\$ 3,304.30	\$ 1,321.72
Travel		
(o) Long Distance (Out-of-State Travel)		\$ -
(p) Local (In-State Travel) (\$0.445/mile)	\$ 5,892.52	\$ 2,357.01
(q) Subtotal Travel (q = o + p)	\$ 5,892.52	\$ 2,357.01
(r) Contractual		\$ -
(s) Total Personnel, Direct Costs, Travel, and Contractual (s = g + n + q + r)	\$ 49,472.82	\$ 19,789.13
Indirect Cost Rate (key in rate, e.g. 10%)		
(t) Indirect Costs (Indirect Cost Rate X (s))	\$ -	\$ -
(u) TOTAL (u = s + t)	\$ 49,472.82	\$ 19,789.13

SNAP Outreach Staffing Detail

Budget Contract Year: FFY2018

Agency Name:		Gila County Community Services							
Position Title*		Approximate Hours/Week Position Works for ALL Areas	Staff Member Name (First and Last)	% FTE for SNAP Activities (a)	Annual Salary (b)	SNAP Salary (c = aXb)	Benefits Rate (d)	Outreach Benefits (e = cXd)	Total (f = c+e)
	Program Manager	40	Dorine Prine	15.00%	\$ 36,538.00	\$ 5,480.70	30.00%	\$ 1,644.21	\$ 7,124.91
	Case Manager	40	Allison Torres	20.00%	\$ 34,198.00	\$ 6,839.60	30.00%	\$ 2,051.88	\$ 8,891.48
	Director	40	Malissa Buzan	5.00%	\$ 91,715.00	\$ 4,585.75	22.00%	\$ 1,008.87	\$ 5,594.62
	Admin Clerk	40	Elsa Bobier	40.00%	\$ 25,191.00	\$ 10,076.40	34.00%	\$ 3,425.98	\$ 13,502.38
	Senior Accounting Clerk	40	Dana True	10.00%	\$ 40,972.00	\$ 4,097.20	26.00%	\$ 1,065.27	\$ 5,162.47
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
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						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
	TOTAL						\$ 31,079.65		\$ 9,196.20

(*All proposed project staff that will be hired/employed should be included and identified as Vacant)

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
Arizona Community Action Association (ACAA)
and
GILA COUNTY COMMUNITY SERVICES
SNAP Community Partner (SCP)**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as SCPs), as well as administering the draw-down of these USDA funds through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and SCP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e-Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and SCP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, sexual orientation, political beliefs, or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins April 1, 2018 and ends September 30, 2018.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:

1.1 Provide guidance and resources to SCP regarding applicable federal and state laws and regulations and program guidelines.

- 1.2 Review and approve all documentation evidencing SCP's performance of services as set forth in the Scope of Work and monitor SCP's compliance with the MOU.
 - 1.3 Provide training and technical assistance to SCP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
 - 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 20th of each month, or the first day of business thereafter in the event the 20th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. SCP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.
2. ACAA liability for funds related to this Partnership is limited as follows:
 - 2.1 SCP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
 - 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. SCP Responsibilities

1. SCP shall agree to the following during the duration of the MOU term:
 - 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
 - 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 relocated to 2 CFR Part 230; and A-133 (for non-profits) or OMB circulars A-87 relocated to 2 CFR, Part 225 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). [Link to OMB Circulars](#)
 - 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. SCP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior approval. A final report of activities completed, expenses incurred, and weekly activity logs **shall be submitted by the 10th day of the month following the month for which draw-down is requested**. For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- c) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- d) Participate in evaluation of SNAP Outreach.
- e) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, SCP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- f) Return any funds necessary to repay ACAA for any disallowed expenses in which SCP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- g) Submission of a copy of audited financial statements to ACAA nine months after the end of the SCP's fiscal year during which this grant falls. SCP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA. The CFDA Number for this grant is 10.561.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. *(7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.)*
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and SCP Agree to the Following Provisions:

1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and approval prior to release. Documents prepared by SCP and intended for publication and distribution must receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of SCP when necessary. Reviews may take up to ten (10) working days. This MOU identifies the following documents intended for external release as subject to both internal and external review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by SCP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by SCP, and SCP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. SCP shall contact ACAA for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

An abbreviated version of this statement is available if space constraints exist.

- 2. SCP shall prominently display the USDA nondiscrimination poster “And Justice for All,” provided by DES or ACAA, at any facility providing services outlined in this Partnership.
- 3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

- 1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities SCP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a SCP. Funding is subject to the following terms:
 - 1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. SCP understands and agrees to hold harmless ACAA for any funds expended for which SCP is not able to receive reimbursement due to termination of funding.
 - 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the SCP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by SCP which are not reimbursed by USDA and/or DES.
 - 1.3 It is the responsibility of the SCP to monitor all contract expenditures by line item and ensure no over-expenditures occur. If an over-expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
- 2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide SCP funds in accordance with SCP’s reasonable request, and ACAA reserves the right to ask SCP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.

- 2.1 SCP agrees to submit all reports and documentation required by the 10th day of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and SCP will receive a check in the amount approved for matching draw-down, **equal to a maximum of 40% of the funds expended by SCP for allowable activities in the month prior.**
- 2.2 SCP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, SCP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
- 2.3 SCP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with SCP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
- 2.4 SCP acknowledges and agrees that all invoices are subject to approval DES and USDA and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to SCP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

1. A.R.S. § 38-511 (F) "Notice is hereby given that this agreement is subject to cancellation for conflict of interest under A.R.S § 38-511. In addition, this agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by ACAA and SCP before becoming effective.
3. ACAA intends to Partner with multiple SCPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.
4. A.R.S. § 41-4401 requires: 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 contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S § 23-214(A). A breach

of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

5. ACAA 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 defined by A.R.S. § 35-393.01. Violation of this certification by ACAA may result in action by Gila County Community Services up to and including termination of this Agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACAA and SCP authorized officials. It shall be in force from April 1, 2018 through September 30, 2018. ACAA and SCP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION
ASSOCIATION

Cynthia Zwick, Executive Director

Authorizing Agent

Signature

Date

3-20-18

GILA COUNTY COMMUNITY SERVICES

Tommie C. Martin

Chairman, Board of Supervisors

Name and Title (Please Print)

Signature

Date

4/3/2018



SNAPPartnership

Federal Fiscal Year 2017 SNAP Community Outreach Partner Application

This application provides community- and faith-based organizations in the state of Arizona with the documents required to become a Community Outreach Partner for Federal Fiscal Year 2017 (FFY17) from October 1, 2016 – September 30, 2017. Please review the Application Instructions and Checklist on the following two pages for more information on the application process, or refer to the ACAA website under the “Partnerships” tab for details. Agencies must submit an application via email to George Garcia at ggarcia@azcaa.org on or before **Friday, April 1st, 2016, 11:59 P.M.**

Be sure to include the following forms for a complete application (these forms are all available on the ACAA website):

- Part 1 - Application
- Part 2 - Scope of Work
- Part 3 - Organization’s Current W-9 Form
- Part 4 - Location and Service Hours Worksheet
- Part 5 - Staffing Budget Worksheet
- Part 6 - Budget Justification
- Part 7 - Program Line Item Budget Worksheet

Questions or concerns should be addressed to George Garcia at ggarcia@azcaa.org or Zachary Stringer at zstringer@azcaa.org. Thank you for your interest!



**United States Department of Agriculture Food and Nutrition Service
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment**

Community Outreach Partner Application Instructions

All documents, materials, and application forms can be found under the Partnerships “SNAP” tab on the ACAA website at www.azcaa.org/partnerships/snap/.

Instructions for Applying to Become a SNAP Community Outreach Partner:

1. Fill out the *Partnership Agreement* (pg. 4) and *Payee Form* (pg. 5).
2. Read the *Memorandum of Understanding (MOU)* (pgs. 6-12) and be sure you agree to all terms and specifications prior to submitting your proposal. If the *MOU* is agreeable, please replace all red text with your organization’s name and have your organization’s official representative sign and date the *MOU*.
3. Read all items on the *Assurances Form* (pg. 13) and initial each item to signify your understanding and agreement.
4. Complete *Part 2 - Agency Description and Scope of Work Form*. Explain your agency’s background, outreach methodology, and goals that your agency has set for Federal Fiscal Year 2017. Describe the innovative elements of your organization’s activity. Additionally, if your agency is applying as a recurring partner from Federal Fiscal Year 2016, please note any barriers of past SNAP Partnership performance the agency has faced.
5. Complete *Part 3 - IRS Form W-9*. Fill out and sign page 1 of the form.
6. Complete *Part 4 - Locations and Services Form* to explain where your agency offers application assistance services.
7. Using *Part 5 - Staffing Budget Worksheet*, determine what your staffing costs will be for the Federal Fiscal Year spanning October 1, 2016 – September 30, 2017. Please calculate these costs according to the percentage of time each staff person will spend working on the allowable activities, and include your worksheet with your application. Examples of these documents can be found on ACAA’s website under Partnership tab-SNAP or www.azcaa.org/partnerships/snap/.
8. Please include *Part 6 - Budget Justification* for each line item. Your Budget Justification is a narrative that explains and justifies each cost and **clearly** explains how the amount for each line was determined. All explanations should be broken down with calculations and should clearly justify why an expense is being requested. Please include any equipment (e.g. laptops, computers, printers, fax machines, desks, etc.) on the “Supplies and Non-Capital Expenditures” line item. Be sure to provide details for what is included in the line labeled “Other” on the line item budget. A sample is provided on the ACAA website.

9. Using *Part 7 - Program Line Item Budget* document, please provide a projected budget for all activities being conducted under this program. Please remember this is a projection, so it should be reasonable and justifiable, and should represent **100%** of your program costs allocated to SNAP Outreach.

Please show all costs/expenses associated with this program, which are found in the calculations on the Budget Justification. Your reimbursement rate will be *40 cents for each dollar* expended by your organization, but DES and USDA need to budget for and be invoiced for **100%** of the costs you incur in order to properly calculate the correct reimbursement.

10. Submit all documents via email to George Garcia (ggarcia@azcaa.org) **on or before April 1st, 2016**. All applications will be reviewed by ACAA and DES. You may be asked to clarify any item you submit, and must do so in writing.
11. Once your application has been approved, you will receive an award notification, reporting documents, and an invoice template for reimbursement requests. We expect to be able to notify all Partners of an acceptance and approved agency budget in September 2016.
12. Please refer to the complete list of items below required to apply. If you have questions about an item or about the application process, please direct them via email to George Garcia at ggarcia@azcaa.org.

Items Required to Apply:

- ☐ *Part 1 - Partnership Agreement, Payee Form, Partner Memorandum of Understanding, and Partner Assurances* (Completed, signed by Organization's Official Representative, initialed, and submitted as a PDF)
- ☐ *Part 2 - Agency Description and Scope of Work* (submitted as Word document)
- ☐ *Part 3 - Organization's current W-9* (submitted as a PDF)
- ☐ *Part 4 - Location Form* (submitted as Excel spreadsheet)
- ☐ *Part 5 - Staffing Budget* (submitted as Excel spreadsheet)
- ☐ *Part 6 - Budget Justification* (submitted as Word document)
- ☐ *Part 7 - Program Line Item Budget* (submitted as Excel spreadsheet)

Any questions regarding this Partnership, the application process, or items required for submission should be directed to:

George Garcia
Hunger Program and Policy Manager
Arizona Community Action Association
ggarcia@azcaa.org
602-604-0640

Arizona Community Outreach Partner Agreement

Agency: Gila County Community Services

Main Address: 5515 S. Apach Ave., Suite 200, Globe, AZ 85501

Contact Person for Program: Malissa Buzan

Phone: 928-425-7631 ext. 8693

Contact Email: mbuzan@gilacountyaz.gov

- We understand that our name and street address information as provided above may be made available on the ACAA and DES websites. As such, we may include additional information (such as other services provided, hours of operation, how to schedule an appointment), found on the *Location and Services Provided* sheet with our listing. Please check one of the following:

- ☒ YES. We would like to keep this listing.
- ☐ NO. We would like to OPT OUT of this listing.

- We have staff or volunteers who can conduct outreach and assistance in the following languages:

English

Spanish

The aforementioned entity agrees to partner with the Arizona Community Action Association (ACAA) and serve as a Community Outreach Partner (COP) to conduct outreach and improve access for applicants and recipients of Supplemental Nutrition Assistance Program (SNAP) benefits in Arizona. With our authorized signature, we acknowledge and accept the terms set forth in this application and its documents. We agree to conform to the terms of these documents and abide by the program budget submitted. We understand that any changes made to any part of this agreement must be requested in writing to ACAA and accepted in writing in order to be in compliance with all terms.

Arizona Community Action Association

Gila County Community Services

Cynthia Zwick, Executive Director

Michael A. Pastor, Chairman, Board of Supervisors

Authorizing Agent

Name and Title (Please Print)

Signature

Signature

Date

Date

OFFICIAL PAYEE AND REPRESENTATIVE

Please submit your W-9 when you return this form. A current W-9 will be required to receive payment.

1. For questions regarding COP's invoice or budget, please contact:

Contact Person Name and Email: Nick Montague email: nmontague@gilacountyaz.gov

Mailing Address: Gila County Community Services

5515 S. Apache Ave. Ste. 200

Globe, AZ 85501

2. Please mail COP reimbursements to:

☒ Same as above

Contact Person Name and Email: _____

Mailing Address: _____

3. The name of the contact person, street address, telephone number, and email address where financial and administrative records are maintained is:

☒ Same as above

Contact Person Name and Email: _____

Mailing Address: _____

The contact person, or their designee, shall be responsible for informing ACAA of performance concerns of which the COP becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner original or copies of documentation required by this agreement, and for being available to ACAA and DES for consultation and assistance, as requested by ACAA or DES or as agreed by COP, during COP's normal business hours and days of operation.

4. The name, address, telephone number and email address of ACAA's contact person is:

George Garcia
Arizona Community Action Association
2700 N. 3rd Street, Suite 3040
Phoenix, AZ 85004
602.604.0640
ggarcia@azcaa.org

ACAA's contact person will be available to assist COP in its performance of this agreement on an "as needed" basis during ACAA's normal business hours and days of operation. All contact with ACAA by the COP must be through ACAA's contact person or appropriate representative.

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
Arizona Community Action Association (ACAA)
and
Gila County Community Services
Community Outreach Partner (COP)**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as **COPs**), as well as administering the draw-down of these USDA funds through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and COP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e-Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and COP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, sexual orientation, political beliefs, or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2016 and ends September 30, 2017.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:
 - 1.1 Provide guidance and resources to COP regarding applicable federal and state laws and regulations and program guidelines.

- 1.2 Review and approve all documentation evidencing COP's performance of services as set forth in the Scope of Work and monitor COP's compliance with the MOU.
- 1.3 Provide training and technical assistance to COP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
- 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 20th of each month, or the first day of business thereafter in the event the 20th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. COP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.

2. ACAA liability for funds related to this Partnership is limited as follows:

- 2.1 COP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
- 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. COP Responsibilities

1. COP shall agree to the following during the duration of the MOU term:

- 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
- 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 relocated to 2 CFR Part 230; and A-133 (for non-profits) or OMB circulars A-87 relocated to 2 CFR, Part 225 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). [Link to OMB Circulars](#)
- 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Return of this MOU, Partnership Agreement and Payee Form, Program Budget and Budget Justification, Scope of Work, and Assurances with the required signatures, **by April 1st, 2016**. All documents shall be submitted to George Garcia at ggarcia@azcaa.org.
 - c) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. COP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior

approval. A final report of activities completed, expenses incurred, and weekly activity logs **shall be submitted by the 10th day of the month following the month for which draw-down is requested.** For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- d) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- e) Participate in evaluation of SNAP Outreach.
- f) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, COP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- g) Return any funds necessary to repay ACAA for any disallowed expenses in which COP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- h) Submission of a copy of audited financial statements to ACAA nine months after the end of the COP's fiscal year during which this grant falls. COP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA. The CFDA Number for this grant is 10561.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. (*7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.*)
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and COP Agree to the Following Provisions:

1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and approval prior to release. Documents prepared by COP and intended for publication and distribution must receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of COP when necessary. Reviews may take up to ten (10) working

days. This MOU identifies the following documents intended for external release as subject to both internal and external review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by COP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by COP, and COP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. COP shall contact George Garcia at ggarcia@azcaa.org for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

An abbreviated version of this statement is available if space constraints exist.

2. COP shall prominently display the USDA nondiscrimination poster “And Justice for All,” provided by DES or ACAA, at any facility providing services outlined in this Partnership.
3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities COP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a COP. Funding is subject to the following terms:
 - 1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. COP understands and agrees to hold harmless ACAA for any funds expended for which COP is not able to receive reimbursement due to termination of funding.
 - 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the COP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by COP which are not reimbursed by USDA and/or DES.
 - 1.3 It is the responsibility of the COP to monitor all contract expenditures by line item and ensure no over-expenditures occur. If an over-expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide COP funds in accordance with COP’s reasonable request, and ACAA

reserves the right to ask COP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.

- 2.1 COP agrees to submit all reports and documentation required by the **10th day** of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and COP will receive a check in the amount approved for matching draw-down, **equal to a maximum of 40% of the funds expended by COP for allowable activities in the month prior.**
- 2.2 COP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, COP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
- 2.3 COP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with COP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
- 2.4 COP acknowledges and agrees that all invoices are subject to approval DES and USDA and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to COP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

1. A.R.S. 38-511 (F) "Notice is hereby given that this agreement is subject to cancellation for conflict of interest under A.R.S. 38-511. In addition, this agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by ACAA and COP before becoming effective.
3. ACAA intends to Partner with multiple COPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.

4. Section 44-4401(A) requires: 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 contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACAA and COP authorized officials. It shall be in force from October 1, 2016 through September 30, 2017. ACAA and COP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION
ASSOCIATION

Cynthia Zwick, Executive Director

Authorizing Agent

Signature

Date

Gila County Community Services

Michael A. Pastor, Chairman, Board of Supervisors

Name and Title (Please Print)

Signature

Date

Community Outreach Partner Assurances

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Initial Here to Indicate You Have Read and Understand The Assurance Statement	Assurance Statement
	The COP is responsible for completion of activities outlined in the Scope of Work and Partnership Agreement and Payee Form.
	The amount requested in COP's Program Budget is the maximum allowable reimbursement for FFY17, and may only be payable for allowable expenses. COP is responsible for timely repayment of any reimbursed costs deemed unallowable by DES or USDA.
	Activities included in the Scope of Work are those deemed allowable as outlined in the USDA guidance provided by DES and ACAA.
	Volunteers may be utilized to help meet the Scope of Work, but their time cannot be billed to this Partnership.
	Only non-federal funds may be used to draw-down a reimbursement. The non-federal funds used in this agreement may not be used for any other federal match.
	Funding for this program may be revoked by USDA at any time without prior notification. COP is eligible for reimbursement only for allowable activities approved by ACAA, and it is the sole responsibility of the COP to pay any related expenses in full regardless of whether or not the requested reimbursement is provided by USDA.
	Documentation of activities, expenditures, and audits completed must be maintained by COP for a minimum of 3 years after completion of the Term. It is the sole responsibility of the COP to maintain all records and provide them to ACAA, DES, and/or USDA upon request.
	Program activities are conducted in compliance with all federal laws, rules, and regulations including Civil Rights and OMB regulations governing cost issues.
	Program activities are reasonable and necessary to accomplish outreach goals and reach potentially eligible households.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

Community Outreach Partner Agency Description & Scope of Work: FFY2017

1. Agency Description

Please provide a few brief sentences about your organization, including your mission, brief history, and any relevant experience or programs. This information will be provided to DES and USDA and may also be published on the ACAA and DES websites.

Mission:

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

History:

Gila County Community Action Program (CAP) has over 30 years of experience providing services for low-income individuals and families. Since 1988, CAP has partnered with other agencies to enhance their service delivery and outreach. We have case managers who are very experienced in assisting people to access programs and services designed to improve their quality of life. CAP is dedicated to alleviate and prevent poverty in Gila County.

Relevant experience/programs:

Gila County CAP has experience and/or operates:

- **Low Income Home Energy Assistance (LIHEAP) Utility Grants**
- **Weatherization Assistance Program**
- **Home Energy Assistance Fund**
- **Supplemental Nutrition Assistance Program (SNAP) Outreach**
- **Nutrition Assistance Community Organization Partnerships**
- **Arizona Self Help (www.arizonaselfhelp.org)**
- **People's Information Guide**
- **Volunteer Income Tax Assistance (VITA) Sites**
- **WIOA One-Stop Partner**
- **Food Bank/Pantries**

Funding: *Describe briefly how your organization will fund SNAP allowable activities.*

Gila County will be able to use County and local funding for SNAP allowable activities.

2. Scope of Work

The goal of the SNAP Partnership is to educate, inform, and assist low-income and likely eligible community members in accessing SNAP benefits to help alleviate hunger and food insecurity in Arizona.

Fill out the form below in concise and clear sentences to outline your agency's goals and innovative outreach/education methods. Be sure to highlight and clearly explain what makes your program effective.

Program Design

- a. What target populations (e.g. Hispanic, elderly, working poor, etc.) will your organization focus on? Which cities/towns? (Word limit: 50)**

We serve all of Gila County's population. This includes veterans, elderly working poor, low-income, Hispanic, American Indian and other in need.

- b. Describe your organization's outreach and education methodology. How does/will SNAP activities fit into your organization's current work? What processes will be put in place? (Word limit: 200)**

Gila County Community Services assists people individually and in group workshops to provide education. SNAP is an important step in our process to help obtain self-sufficiency. We include SNAP in our case management and budget counseling. We discuss and verify SNAP benefits with each of the cases for utility and rent assistance. If a client is not receiving SNAP or their benefits need to be renewed, we can provide assistance.

- c. Highlight 5 key aspects of your organization's planned outreach activities. (Word limit: 500 total, or 100 each)**

- 1. Assisting community members with completing the application process to achieve benefits, including the telephone interview if necessary.**
- 2. Set up and staff booths at community events.**
- 3. Distribute SNAP information and material.**
- 4. Train local community partners on eligibility and benefits of SNAP.**
- 5. Inform potential clients what verification documents might be required. Making copies and provided scanning and faxing services as needed.**

- d. Fill in the "Goal (#)" column in the table below for your agency's goals for FFY2017. Type N/A if not applicable.

<i>Outreach Activity</i>	Goal (#)
Distribute collateral materials to ## people	200
Table at ## outreach events	8
Educate ## community members at outreach events	150
Network about SNAP services and referrals with ## non-SNAP partner agencies	20
<i>Self-Service Activity (if services are available to clients but organizations do not assist with filling out the application)</i>	Goal (#)
Provide computer to ## households	Click here to enter text.
Provide referrals to ## SNAP partner agencies	Click here to enter text.
Provide phone, scanner/copier services to ## households	Click here to enter text.
<i>Full-Service Activity (where agencies work with clients to walk through all steps of the application)</i>	Goal (#)
Provide prescreening to ## households	15
Provide application assistance to ## households	30
Target ## new applications	15
Other activities:	

- e. If your organization is applying as a recurring partner, part of your application evaluation will be based on your organization's past performance. If your agency faced any extenuating circumstances that you believe hindered your past SNAP Partnership performance, please indicate why this occurred and what solutions you will implement for FFY17. (Word limit: 250)

Gila County had a limited staff available to provide assistance to our community members. We had two full-time staff members that are no longer employed. We will be hiring at least one full-time staff member whose position will be mainly for SNAP benefits, outreach, training and monthly calls. We will continue to attend more community events with SNAP material. We will be continuing to train personnel and partnering agencies on SNAP. We will provide more direct information to our clients on the benefits of SNAP.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gile County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____
☒ Other (see instructions) > **Local Government - County**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **3**
Exemption from FATCA reporting code (if any) **C**
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1400 East Ash Street

6 City, state, and ZIP code
Globe, Arizona 85501

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part II Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

OR

Employer identification number								
8	6	-	6	0	0	0	4	4

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person > *Hebora Savage* Date > *03-18-16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/hwb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SNAP Outreach Plan FFY2017

Note: This form is used so that ACAAH knows the locations where your agency will offer SNAP application services. These results will be listed on the searchable map of Arizona SNAP assisters (www.azcaa.org/indhelp/snap), which is given to other agencies to make referrals.

[illegible]

SNAP Outreach Staffing Detail
Budget Contract Year: FFY2017

Gila County Community Services

Position Title*	Approximate Hours/Week Position Works for ALL Areas of Organization	Staff Member Name (First and Last)	% FTE for SNAP Activities (a)	Annual Salary (b)	SNAP Salary (c = aXb)	Benefits Rate (d)	Outreach Benefits (e = cXd)	Total (f = c+e)
Program Manager	40	Dorine Prine	5.00%	\$35,120.00	\$ 1,756.00	30.00%	\$ 526.80	\$ 2,282.80
Case Manager	40	Allison Torres	10.00%	\$32,710.00	\$ 3,271.00	30.00%	\$ 981.30	\$ 4,252.30
Director	40	Malissa Buzan	5.00%	\$88,154.00	\$ 4,407.70	22.00%	\$ 969.69	\$ 5,377.39
Admin Clerk	40	VACANT	50.00%	\$23,299.00	\$ 11,649.50	34.00%	\$ 3,960.83	\$ 15,610.33
Fiscal Services Manager	40	Nicholas Montague	5.00%	\$48,241.00	\$ 2,412.05	26.00%	\$ 627.13	\$ 3,039.18
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
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					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
TOTAL					\$ 23,496.25		\$ 7,065.76	\$ 30,562.00

(*All proposed project staff that will be hired/employed should be included and identified as Vacant)

SNAP Outreach Budget Justification FFY2017 (October 2016 – September 2017)

Purpose: Provide a budget narrative that **explains** and **justifies** each cost and clearly describes how the amount for each line was determined. Each expense detail and narrative must consist of the following:

1. Total Expense associated with supporting SNAP outreach/application assistance. This amount must be the same as the total on the SNAP Outreach Line Item Program Budget (Excel format). Round this amount to the nearest dollar from the calculation (line #3 in each category).
2. Description of how the expense benefits/supports the program and methodology for calculation. Ensure that these descriptions justify exactly the cost and calculation for why expenses requested are needed. This is a narrative description, **do not use symbols in this section.**
3. Calculations showing how the expense was computed. Use only the following acceptable symbols: # \$ % = + - X (capital 'X' only)

All budget documents must be submitted using documents provided.

For an example of a Partner Budget Justification, please visit ACAA's website at:
www.azcaa.org/partnerships/snap/.

Format must remain consistent with this original form to include (Word document, Arial font, and 11 point font)

Organization Name: Gila County Community Services

- g. **Personnel:** Staffing Detail Document Attached. Specific information regarding **staff names and salary** are to be included on Staffing Detail Document (Excel). **Do not** include staff names on this document. Please pay special attention to the lines bolded in red below.

1. Explain in detail how this organization will track time and activity spent on SNAP activities for all staff:
Staff will complete a daily time log with hours (in 15 minute increments) spent on SNAP allowable activities. The log will include a space to record activities, as well as equipment used.
2. Total SNAP Expense: \$30,562.00
3. Description of SNAP related duties (and location when multiple sites are assigned to organization) for each position as noted on SNAP Outreach Staffing Detail:

If your organization is requesting SNAP FTE at a percentage greater than 50% for any position, please explain thoroughly why this is the case:

- a. Administrative Clerk---will be hired to contribute 50% of her/his time to the SNAP Program; will provide direct services to clients through application assistance, prescreening, documents assistance and applicant's telephone interview; provide troubleshooting assistance whenever possible; incorporate SNAP applications at the local Volunteer Income Tax Assistance (VITA) sites; organize SNAP outreach activities; community outreach; provide information and brochures at job fairs, food banks, and community events.

b. Community Action Program Manager for the two locations---will contribute 5% of her time to the SNAP program and be responsible for organizing SNAP outreach activities; responsible for ensuring all activities associated with the SNAP Partnership program are performed; preparation and timely submission of complete and accurate monthly expenditure and activity reports; responsible for programmatic reporting.

c. Case Manager---will contribute 10% of her time to the SNAP Program; will be responsible for providing direct services to clients through application assistance, prescreening, documents assistance and applicant's telephone interview; community outreach as needed.

d. Director---will contribute 5% of her time to the SNAP Program; she will oversee the entire program and staff to ensure program compliance; all activities associated with the SNAP Partnership Program are performed; community outreach as needed.

e. Fiscal Services Manager---will contribute 5% of his time to the SNAP Program; will be responsible for timely submission of complete and accurate monthly expenditure, activity and reimbursement reports; responsible for maintaining budget allocations; be responsible for monthly reconciliation of SNAP; responsible for retention of all records, supporting the funds used for draw-down as well as any additional expenditures.

h. Copying/Printing/Materials:

1. Total SNAP Expense: \$2,239.86
2. Describe how the figures in the line item budget were calculated. (*Do not use symbols in your description.*) Staff uses in-house copiers, printers and scanners for SNAP application and outreach activities. We will make approximately 10,000 copies per year to the SNAP Program.
3. Show Calculations for expense described in #1:
 - \$1,000.00 Copies and Printing Materials (10,000 X \$0.10)
 - \$ 527.92 Brother Printer Black Toner Cartridges (8 X \$65.99 each)
 - \$ 220.47 Brother Printer Cyan Toner Cartridges (3 X \$73.49 each)
 - \$ 220.47 Brother Printer Yellow Toner Cartridges (3 X \$73.49 each)
 - \$ 220.47 Brother Printer Magenta Toner Cartridges (3 X \$73.49 each)
 - \$ 464.72 Dell Printer Black Toner Cartridge (8 X \$58.09 each)
 - \$ 195.27 Dell Printer Cyan Toner Cartridges (3 X \$65.09 each)
 - \$ 195.27 Dell Printer Yellow Toner Cartridges (3 X \$65.09 each)
 - \$ 195.27 Dell Printer Magenta Toner Cartridges (3 X \$65.09 each)
 - \$2,239.86 Total SNAP Expense (100% SNAP cost)

i. Internet/Telephone:

1. Total SNAP Expense: \$00.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

There are no expenses for this category that will be charged to SNAP.

3. Show Calculations for expense described in #1: \$00.00
-

j. Equipment:

1. Total SNAP Expense: \$1,129.97
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

New computer monitors and a printer will be purchased for the staff that will be responsible for SNAP applications and outreach.

3. Show Calculations for expense described in #1:
\$ 529.99 Brother Color Printer (1 at \$529.99 each)
\$ 599.98 HP Business Monitors (2 at \$299.99 each)
\$1,129.97 Total SNAP Expense (100% SNAP cost)
-

k. Supplies and Non-Capital Expenditures:

1. Total SNAP Expense: \$120.00
2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*

Supplies --- paper, pens and miscellaneous office supplies specifically for the SNAP program.

3. Show Calculations for expense described in #1:
\$10.00 per month X 12 months = \$120.00 Total SNAP Expense (100% SNAP cost)
-

- l. Building/Space:** The costs of publicly owned space may only be recovered with a depreciation schedule or use allowance, plus applicable charges for utilities, maintenance, and general upkeep. Cost for space owned by a public entity cannot be reimbursed based on private market rental rates, regardless of whether it is direct billed or donated. *(OMB regulations at 2 CFR 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), and 2 CFR PART 215 (OMB Circular A-110) and Departmental regulations at 7 CFR 3016. and FNS Policy Memorandum-March 9, 1998.)* Whether depreciation or a use allowance is used, SNAP outreach share of the costs should be calculated using the percentage of square footage used for outreach. In most cases, depreciation will be used. Use allowance is applied when the building is fully depreciated. Organizations may charge no more than two percent of the cost of the building per year. FNS has developed a standard cost of \$5.31 for 1000 square feet in use for one hour. This breaks

out into a \$2.04 hourly charge for 1000 square feet of space and a \$3.27 hourly charge for the same 1000 square feet for maintenance and utility cost.

1. Total SNAP Expense: \$00.00

There are no expenses for this category that will be charged to SNAP.

2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*
3. Show Calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
Formula: Square footage for SNAP outreach X \$5.31 X hours/week X weeks/year = \$Total SNAP expense

m. Other:

1. Total SNAP Expense: \$00.00

There are no expenses for this category that will be charged to SNAP.

2. Describe how the figures in the line item budget were calculated. *(Do not use symbols in your description.)*
3. Show Calculations for expense described in #1: *(acceptable symbols: X; #; \$; %, =; +; -)*
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item m)

-
- o. Long Distance (Out-of-State Travel):** Itemize travel expenses of personnel/volunteers by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.) Show the basis of computation (e.g., six people to attend 3-day training at \$X airfare, \$X lodging, \$X subsistence). ****Conference agendas must be submitted to justify the percentage of time these conferences will be spent on allowable SNAP activities****

1. Total SNAP Expense: \$00.00

There are no expenses for this category that will be charged to SNAP.

2. Purpose of Travel *(Do not use symbols in your description):*
3. Show Calculations: *(acceptable symbols: X; #; \$; %, =; +; -)*
Total Cost of line item o X % of cost allocated to SNAP Outreach = \$Total SNAP Expense

p. Local Travel (In-State Travel):

1. Total SNAP Expense: \$950.52

2. Purpose of Travel (*Do not use symbols in your description*):

Travel will be throughout Gila County to provide SNAP assistance and outreach.

3. Show Calculations: (*acceptable symbols: X; #; \$; %, =; +; -*); Reimbursement rate of \$0.445/mile:

Destination: Total Roundtrips X Roundtrip Mileage/Roundtrip X \$0.445 = \$Total SNAP Expense

Destination: Globe to Payson

12 Roundtrips X 158 miles X \$0.445 = \$843.72

Destination: Local and in-town

12 months X 20 miles X \$0.445 = \$106.80

r. Contractual: Provide a description of the product or services to be procured by contract and an estimate of the cost. Describe in detail the purpose of each contract to carry out the objectives of the program.

1. Total SNAP Expense: \$00.00

There are no expenses for this category that will be charged to SNAP.

2. Describe how the figures in the line item budget were calculated. (*Do not use symbols in your description.*)

3. Show Calculations for expense described in #1: (*acceptable symbols: X; #; \$; %, =; +; -*)
i.e.: (# of units X \$ cost/unit X SNAP Activities % = \$Total SNAP Expense of line item r)

t. Indirect Costs: Indirect costs are allowed only if permitted by the grant program. If the applicant has a federally-approved indirect cost rate, a copy of the rate approval (a fully executed, negotiated agreement) must be attached. If the applicant does not have an approved rate, an indirect cost rate of 10% may be used, or the applicant can request a federally-approved indirect cost rate by contacting the applicant's cognizant federal agency. The cognizant federal agency will review all documentation and approve a rate for the applicant organization. If the applicant does not choose to use an indirect cost rate and the applicant's accounting system permits, costs may be allocated in the direct costs categories.

1. Total Expense for Indirect Cost: \$00.00

There are no expenses for this category that will be charged to SNAP.

2. Description: ****When the ICR is federally-approved, the organization must attach a copy of the fully executed and negotiated ICR agreement.****

3. Calculation: (*acceptable symbols: X; #; \$; %, =; +; -*)

Formula: Indirect Cost Rate X Total Direct Cost of all other line items = \$Indirect Cost

Program Line Item Budget Details

Contract Year FFY2017 (October 2016 - September 2017)

Agency Name:			
Expenses	Total Expenses* (100% Budgeted Expenses)	Reimbursement** (40% of Expenses)	
(g) Personnel (Salary and Benefits)	\$ 30,562.00	\$	12,224.80
Other Direct Costs			
(h) Copying/Printing/Materials	\$ 2,239.86	\$	895.94
(i) Internet/Telephone	\$ -	\$	-
(j) Equipment	\$ 1,129.97	\$	451.99
(k) Supplies and Non-Capital Expenditures	\$ 120.00	\$	48.00
(l) Building/Space		\$	-
(m) Other		\$	-
(n) Subtotal Other Direct Costs (n = h+i+j+k+l+m)	\$ 3,489.83	\$	1,395.93
Travel			
(o) Long Distance		\$	-
(p) Local (\$0.445/mile)	\$ 950.52	\$	380.21
(q) Subtotal Travel (q = o+p)	\$ 950.52	\$	380.21
(r) Contractual		\$	-
(s) Total Personnel, Direct Costs, Travel, and Contractual (s = g+n+q+r)	\$ 35,002.35	\$	14,000.94
Indirect Cost Rate (key in rate, e.g. 10%)			
(t) Indirect Costs (Indirect Cost Rate X (s))	\$ -	\$	-
(u) TOTAL (s+t)	\$ 35,002.35	\$	14,000.94

Instructions:

- Document must be submitted in its original format (Excel).
- Total Expense Column must equal 100% of expenses associated with supporting SNAP outreach/application assistance.
- The amounts in this column must be the same as the total amounts listed on the Budget Details and Narrative document.
- The Reimbursement Column will reflect the total amount available a Partner should expect to receive during FFY2017 (Oct. 2016 - Sept. 2017)

Community Organization Partner Agency Description & Scope of Work: FFY16

1. Agency Description

Please provide a few brief sentences about your organization, including your mission, brief history, and any relevant experience or programs. This information will be provided to DES and USDA and may also be published on the ACAA and DES websites.

Mission:

"Improving the Quality of Life for All Residents, One Life at a Time"

History:

Gila County Community Action Program (CAP) has over 30 years of experience providing services for low income individuals and families. Since 1988, CAP has partnered with other agencies to enhance their service delivery and outreach. We have case managers who are very experienced in assisting people to access programs and services designed to improve their quality of life. CAP is dedicated to alleviate and prevent poverty in Gila County.

Relevant experience/programs:

Gila County CAP has experience and/or operates:

- Low Income Home Energy Assistance (LIHEAP) Utility Grants
- Weatherization Assistance Program
- Home Energy Assistance Fund
- Supplemental Nutrition Assistance Program (SNAP) Outreach
- Nutrition Assistance Community Organization Partnerships
- Arizona Self Help (www.arizonaselfhelp.org)
- People's Information Guide
- Volunteer Income Tax Assistance Sites
- WIA One-Stop Partner
- Food Bank/Pantries

Funding: *Describe briefly how your organization will fund SNAP allowable activities*

Gila County will be able to use County and local funding for SNAP allowable activities.

2. Agency Scope of Work

The goal of the SNAP Partnership is to educate, inform, and assist low income and likely eligible community members in accessing SNAP benefits to help alleviate hunger and food insecurity in Arizona.

Fill out the form below in concise and clear sentences to outline your agency's goals and innovative outreach/education methods. Be sure to highlight and clearly explain what makes your program effective.

Program Design

- a. What target populations (e.g. Hispanic, elderly working poor, etc.) will your organization focus on? Which cities/towns? (Word limit: 50)**

We serve all of Gila County's population. This includes Veterans, elderly, working poor, low-income, Hispanic, American Indian and others in need.

- b. Describe your organization's outreach and education methodology. How does/will SNAP activities fit into your organization's current work? What processes will be put in place? (Word limit: 200)**

Gila County Community Services assist people individually and in group workshops to provide education. SNAP is an important step in our process to help obtain self-sufficiency. We include SNAP in our case management and budget counseling.

- c. Highlight 5 key aspects of your organization's planned outreach activities. (Word limit: 500, or 100 each)**

- a. Assisting community members with completing the application process to achieve benefits.
- b. Set up and staff booths at community events.
- c. Distribute SNAP information and material.
- d. Train local community partners on eligibility and benefits of SNAP.
- e. Inform potential clients what verification documents might be required. Making copies and providing faxing services as needed.

- d. Fill in the table below for your agency's goals for FFY2016 (type N/A if not applicable)

<i>Outreach Activity</i>	<i>Goal (#)</i>
Distribute collateral materials to ## people	100
Table at ## outreach events	10
Educate ## community members at outreach events	100
Network about SNAP services and referrals with ## organizations	20
<i>Self-Service Activity (if services are available to clients but organizations do not assist with filling out the application)</i>	<i>Goal (#)</i>
Provide computer to ## households	
Provide referrals to ## SNAP partner agencies	
Provide phone, scanner/copier services to ## households	
<i>Full-Service Activity (where agencies work with clients to walk through all steps of the application)</i>	<i>Goal (#)</i>
Provide prescreening to ## households	36
Provide application assistance to ## households	36
Target ## new applications	24
Other activities:	

- e. If your organization is applying as a recurring partner, part of your application evaluation will be based on your organization's past performance. If your agency faced any extenuating circumstances that you believe hindered your past SNAP Partnership performance, please indicate why this occurred and what solutions you will implement for FFY16. Examples of poor performance could include a lack of attendance on mandatory monthly calls, partnership trainings, or civil rights trainings, lack of completion of mandatory consumer surveys, untimely reporting, or inability to spend down the budget. (Word limit 250)

Gila County had a limited staff available to provide assistance to our community members. We are resolving this issue by expanding and training additional staff. We are changing our case management methods to include SNAP as a major resource for our clients. We will be attending more community events with SNAP material.

Federal Fiscal Year 2016

SNAP Community Organization Partner Application

This application provides community and faith based organizations in the state of Arizona with the documents required to become a Community Organization Partner for FFY16 (October 1, 2015 – September 30, 2016). Please review the Application Checklist on the following two pages for more information on the application process, or refer to the ACAA website under the 'Partnerships' tab for details.

Please submit your application via email to Amanda Lee at alee@azcaa.org on or before April 1st, 2015.

Be sure to include the:

- Application
- Scope of Work
- Staffing Budget Worksheet
- Program Line Item Budget Worksheet
- Budget Justification
- Location and Service Hours Worksheet
- Organization's current W-9 form

These forms are all available on the ACAA website.

Questions or concerns should be addressed to Amanda Lee at alee@azcaa.org or Zachary Stringer at zstringer@azcaa.org. Thank you!

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

FFY15 SNAP Partnership Application



United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Community Organization Partner Application Instructions

All documents, materials and forms can be found under the Partnership Tab-SNAP on the ACAA website at <http://azcaa.org/partnerships/snap/>.

Instructions for Applying to Become a SNAP Community Organization Partner:

1. Fill out the *Partnership Agreement and Payee Form*.
2. Read the *Memorandum of Understanding* and be sure you agree to all terms and specifications prior to submitting your proposal. If the *MOU* is agreeable, please replace all **red** text with your organization's name and have your organization's official representative sign and date the *MOU*.
3. Read all items on the *Assurances* page and initial each item to signify your understanding and agreement.
4. Complete the *Agency Description and Scope of Work* form. Explain your agency's background, outreach methodology and goals that your agency has set for Federal Fiscal Year 2016. Describe the innovative elements of your organization's activity.
5. Using the *Staffing Budget Worksheet*, determine what your staffing costs will be for the Federal Fiscal Year spanning October 1, 2015 – September 30, 2016. Please calculate these costs according to the percentage of time each staff person will spend working on the Allowable Activities, and include your worksheet with your application. Examples of these documents can be found on ACAA's website under Partnership tab-SNAP or <http://azcaa.org/partnerships/snap/>.
6. Using the *Program Line Item Budget* document, please provide a projected budget for all activities being conducted under this program. Please remember this is a projection, so it should be reasonable and justifiable, and should represent 100% of your program costs allocated to SNAP Outreach.

Please show all costs/expenses associated with this program. Your reimbursement rate will be 40 cents for each dollar expended by your organization, but DES and USDA need to budget for and be invoiced for 100% of the costs you incur in order to properly calculate the correct reimbursement.

7. Along with your *Program Line Item Budget*, please include a *Budget Justification* for each line item. Your Budget Justification is a narrative that explains and justifies each cost and clearly explains how the amount for each line was determined. All explanations should be broken down with calculations and should clearly justify why an expense is being requested. Be sure to provide

details for what is included in the line labeled "other" on the line item budget. A sample is provided on the ACAA website.

8. Lastly, complete the *Locations and Services Form* to explain where your agency offers application assistance services.
9. Submit all documents via email to Amanda Lee (alee@azcaa.org) on or before **April 1st, 2015**. All applications will be reviewed by ACAA and DES. You may be asked to clarify any item you submit, and must do so in writing.
10. Once your application has been approved, you will receive an award notification, reporting documents, and an invoice template for reimbursement requests. We expect to be able to notify all Partners of your acceptance and your approved budget in September 2015.
11. Please refer to the complete list of items required to apply, below. If you have questions about an item or about the application process, please direct them via email to Amanda Lee at alee@azcaa.org.

Items Required to Apply:

- ☐ *Partnership Agreement and Payee Form* (completed and signed)
- ☐ *Partner Memorandum of Understanding*
(completed and signed by Organization's Official Representative)
- ☐ *Partner Assurances*
- ☐ *Organization's current W-9*

- ☐ *Agency Description and Scope of Work*
- ☐ *Staffing Budget (see Excel Spreadsheet)*
- ☐ *Program Line Item Budget (see Excel Spreadsheet)*
- ☐ *Budget Justification*
- ☐ *Location Form (Excel Spreadsheet)*

Any questions regarding this Program, the application process, or items required for submission should be directed to:

Amanda Lee
Outreach and Community Development Manager
Arizona Community Action Association
alee@azcaa.org
602-604-0640

Arizona Community Organization Partner Agreement

Agency: Gila County Community Services

Address (If more than one address, please attach a sheet with this information for each location):

5515 S. Apache Ave., Suite 200, Globe, AZ 85501

Contact Person for Program: Malissa Buzan

Phone: 928-425-7631 ext. 8693 Contact Email: mbuzan@gilacountvaz.gov

- We understand that our name and street address information as provided above may be made available on the ACAA and DES websites. As such, we may include additional information (such as other services provided, hours of operation, how to schedule an appointment), found on the *Location and Services Provided* sheet with our listing.

☒ YES. We would like to keep this listing.

☐ NO. We would like to OPT OUT of this listing

- We have staff or volunteers who can conduct outreach and assistance in the following languages:

English

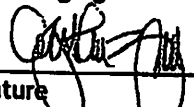
Spanish

The aforementioned entity agrees to partner with the Arizona Community Action Association (ACAA) and serve as a Community Organization Partner (COP) to conduct outreach and improve access for applicants and recipients of Supplemental Nutrition Assistance Program (SNAP) benefits in Arizona. With our authorized signature, we acknowledge and accept the terms set forth in this application and its documents. We agree to conform to the terms of these documents and abide by the program budget submitted. We understand that any changes made to any part of this agreement must be requested in writing to ACAA and accepted in writing in order to be in compliance with all terms.

Arizona Community Action Association

Cynthia Zwick, Executive Director

Authorizing Agent



Signature

Date

4.27.15

Gila County Community Services

Michael A. Pastor, Chairman, Board of Supervisors

Name and Title (Please Print)



Signature

Date

May 5, 2015

OFFICIAL PAYEE AND REPRESENTATIVE

Please attach your W-9 when you return this form. A current W-9 will be required to receive payment.

1. For questions regarding COP's Invoice or budget, please contact:

Contact Person name and email: Nick Montague, Fiscal Manager
Address: Gila County Community Services
5515 S. Apache Ave, Ste 200
Globe, AZ 85501
e-mail: nmontague@gilacountyaz.gov

2. Please mail COP reimbursements to:

☒ Same as above

Contact Person name and email: Same as above
Address: _____

3. The name of the contact person, street address, telephone number, and e-mail address where financial and administrative records are maintained is:

☒ Same as above

Contact Person name and email: Same as above
Address: _____

The contact person, or their designee, shall be responsible for informing ACAA of performance concerns of which the COP becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner original or copies of documentation required by this agreement, and for being available to ACAA and DES for consultation and assistance, as requested by ACAA or DES or as agreed by COP, during COP's normal business hours and days of operation.

3. The name, address, telephone number and e-mail address of ACAA's contact person is:

Amanda Lee
Arizona Community Action Association
2700 N. 3rd St, Suite 3040
Phoenix, AZ 85004
602-604-0640
alee@azcaa.org

ACAA's contact person will be available to assist COP in its performance of this agreement on an "as needed" basis during ACAA's normal business hours and days of operation. All contact with ACAA by the COP must be through ACAA's contact person.

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
Arizona Community Action Association (ACAA)
and
Gila County Community Services
Community Organization Partner (COP)**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as COPs), as well as administering the draw-down of these USDA through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and COP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and COP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin age, sex, disability, sexual orientation, political beliefs or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2015 and ends September 30, 2016.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:

FFY15 SNAP Partnership Application

- 1.1 Provide guidance and resources to COP regarding applicable federal and state laws and regulations and program guidelines.
 - 1.2 Review and approve all documentation evidencing COP's performance of services as set forth in the Scope of Work and monitor COP's compliance with the MOU.
 - 1.3 Provide training and technical assistance to COP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
 - 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 15th of each month, or the first day of business thereafter in the event the 15th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. COP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.
2. ACAA liability for funds related to this Partnership is limited as follows:
 - 2.1 COP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
 - 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. COP Responsibilities

1. COP shall agree to the following during the duration of the MOU term:
 - 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
 - 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
<http://www.whitehouse.gov/omb/circulars/>
 - 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Return of this MOU, Partnership Agreement and Payee Form, Program Budget and Budget Justification, Scope of Work, and Assurances with the required signatures, **by April 1st, 2015**. All documents shall be submitted to Amanda Lee at alee@azcaa.org.
 - c) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. COP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior approval. A final report of

activities completed, expenses incurred, and weekly activity logs shall be submitted by the 10th day of the month following the month for which draw-down is requested. For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- d) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- e) Participate in evaluation of SNAP Outreach.
- f) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, COP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- g) Return any funds necessary to repay ACAA for any disallowed expenses in which COP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- h) Submission of a copy of audited financial statements to ACAA nine months after the end of the COP's fiscal year during which this grant falls. COP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. (7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.)
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and COP Agree to the Following Provisions:

- 1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and approval prior to release. Documents prepared by COP and intended for publication and distribution must receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of COP when necessary. Reviews may take up to ten (10) working days. This MOU identifies the following documents intended for external release as subject to both internal and external review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by COP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by COP, and COP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. COP shall contact Amanda Lee at alee@azcaa.org for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

"The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer."

An abbreviated version of this statement is available if space constraints exist.

- 2. COP shall prominently display the USDA nondiscrimination poster "And Justice for All", provided by DES or ACAA, at any facility providing services outlined in this Partnership.**
- 3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.**

VI. Funding

- 1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities COP**
- FFY15 SNAP Partnership Application**

expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a COP. Funding is subject to the following terms:

- 1.1 Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds. USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. COP understands and agrees to hold harmless ACAA for any funds expended for which COP is not able to receive reimbursement due to termination of funding.
- 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the COP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by COP which are not reimbursed by USDA and/or DES.
- 1.3 It is the responsibility of the COP to monitor all contract expenditures by line item and ensure no over expenditures occur. If an over expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide COP funds in accordance with COP's reasonable request, and ACAA reserves the right to ask COP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.
 - 2.1 COP agrees to submit all reports and documentation required by the 10th day of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and COP will receive a check in the amount approved for matching draw-down, equal to a maximum of 40% of the funds expended by COP for allowable activities in the month prior.
 - 2.2 COP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, COP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
 - 2.3 COP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with COP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
 - 2.4 COP acknowledges and agrees that all invoices are subject to approval DES and USDA and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to COP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by ACAA and COP before becoming effective.
3. ACAA intends to Partner with multiple COPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACAA and COP authorized officials. It shall be in force from October 1, 2015 through September 30, 2016. ACAA and COP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION ASSOCIATION

Gila County Community Services

Cynthia Zwick, Executive Director

Michael A. Pastor, Chairman, Gila County Board of Supervisors

Authorizing Agent

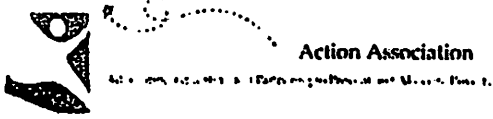
Name and Title (Please Print)

Signature

Signature

Date

Date



United States Department of Agriculture Food and Nutrition Services
 Supplemental Nutrition Assistance Program
 Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Community Organization Partner Assurances

Initial Here to Indicate You Have Read and Understand The Assurance Statement	Assurance Statement
<i>[Signature]</i>	The COP is responsible for completion of activities outlined in the Scope of Work and Partnership Agreement and Payee Form.
<i>[Signature]</i>	The amount requested in COP's Program Budget is the maximum allowable reimbursement for FFY15, and may only be payable for allowable expenses. COP is responsible for timely repayment of any reimbursed costs deemed unallowable by DES or USDA.
<i>[Signature]</i>	Activities included in the Scope of Work are those deemed allowable as outlined in the USDA guidance provided by DES and ACAA.
<i>[Signature]</i>	Volunteers may be utilized to help meet the Scope of Work, but their time cannot be billed to this Partnership.
<i>[Signature]</i>	Only non-federal funds may be used to draw-down a reimbursement. The non-federal funds used in this agreement may not be used for any other federal match.
<i>[Signature]</i>	Funding for this program may be revoked by USDA at any time without prior notification. COP is eligible for reimbursement only for allowable activities approved by ACAA, and it is the sole responsibility of the COP to pay any related expenses in full regardless of whether or not the requested reimbursement is provided by USDA.
<i>[Signature]</i>	Documentation of activities, expenditures, and audits completed must be maintained by COP for a minimum of 3 years after completion of the Term. It is the sole responsibility of the COP to maintain all records and provide them to ACAA, DES, and/or USDA upon request.
<i>[Signature]</i>	Program activities are conducted in compliance with all federal laws, rules, and regulations including Civil Rights and OMB regulations governing cost issues.
<i>[Signature]</i>	Program activities are reasonable and necessary to accomplish outreach goals and reach potentially eligible households.

GILA COUNTY

Program Line Item Budget Details

Contract Year FFY 2016 (October 2015 - September 2016)

AGENCY NAME:		Gila County	
Expenses	Total Expenses * (100% budgeted expenses)	**Reimbursement (40% of Expenses)	
(g) Personnel (Salary and Benefits)	\$ -	\$ -	
Other Direct Costs		\$ -	
(h) Copying/Printing/Materials	\$ 1,000.00	\$ 400.00	
(i) Internet/Telephone		\$ -	
(j) Equipment	\$ 2,220.00	\$ 888.00	
(k) Supplies and Non Capital Expenditures	\$ 120.00	\$ 48.00	
(l) Building/Space		\$ -	
(m) Other		\$ -	
(n) Subtotal Other Direct Costs (n=h+i+j+k+l+m)	\$ 3,340.00	\$ 1,336.00	
Travel			
(o) Long Distance		\$ -	
(p) Local (0.445/mile)	\$ 320.00	\$ 128.00	
(q) Subtotal Travel (i+j)	\$ 320.00	\$ 128.00	
(r) Contractual		\$ -	
(s) Total Personnel, Direct Costs, Travel, and Contractual (s=g+n+q+r)	\$ 3,660.00	\$ 1,464.00	
Indirect Cost Rate (key in rate i.e 10%)			
(t) Indirect Costs (Indirect rate X s)	\$ -	\$ -	
(u) TOTAL (s+t)	\$ 3,660.00	\$ 1,464.00	

Instructions:

- Document must be submitted in original format (Excel).
- Total Expense Column must equal 100% of expenses associated with supporting SNAP outreach/application assistance.
- The amounts in this column must be the same as the total amounts listed on the Budget Details and Narrative document.
- The Reimbursement column will reflect the total amount available Partner should expect to receive during the 2016 FFY (Oct 2015-Sept 2016)

Federal Fiscal Year 2015

SNAP Community Organization Partner Application

This application provides community and faith based organizations in the state of Arizona with the documents required to become a Community Organization Partner for FFY15 (October 1, 2014 – September 30, 2015). Please review the Application Checklist on the following two pages for more information on the application process, or refer to the ACAA website under the 'Partnerships' tab for details.

Please submit your application via email to Amanda Lee at alee@azcaa.org on or before May 15, 2014.

Be sure to include the:

- Application
- Staffing Budget Worksheet
- Program Line Item Budget Worksheet
- Budget Justification
- Location and Service Hours Worksheet
- Organization's current W-9 form

These forms are all available on the ACAA website.

Questions or concerns should be addressed to Amanda Lee at alee@azcaa.org or Donna Roberts at droberts@azdes.gov. Thank you!

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.



United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Community Organization Partner Application Instructions

All documents, materials and forms can be found under the Partnership Tab-SNAP on the ACAA website at <http://azcaa.org/partnerships/snap-3/>.

Instructions for Applying to Become a SNAP Community Organization Partner:

1. Fill out the *Partnership Agreement and Payee Form*.
2. Complete the *Agency Description and Scope of Work* form. Select which outreach and service activities your organizations will undertake, and describe your organization's activity under each selected option.
3. Using the *Staffing Budget Worksheet*, determine what your staffing costs will be for the Federal Fiscal Year spanning October 1, 2014 – September 30, 2015. Please calculate these costs according to the percentage of time each staff person will spend working on the Allowable Activities, and include your worksheet with your application. Examples of these documents can be found on ACAA's website under Partnership tab-SNAP or <http://azcaa.org/partnerships/snap-3/>.
4. Using the *Program Line Item Budget* document, please provide a projected budget for all activities being conducted under this program. Please remember this is a projection, so it should be reasonable and justifiable, and should represent **100%** of your program costs allocated to SNAP Outreach.

Please show all costs/expenses associated with this program. Your reimbursement rate will be **40 cents for each dollar** expended by your organization, but DES and USDA need to budget for and be invoiced for **100%** of the costs you incur in order to properly calculate the correct reimbursement.

5. Along with your *Program Line Item Budget*, please include a *Budget Justification* for each line item. Your Budget Justification is a narrative that explains and justifies each cost and clearly explains how the amount for each line was determined. Be sure to provide details for what is included in the line labeled "other" on the line item budget. A sample is provided on the ACAA website.
6. Read the *Memorandum of Understanding* and be sure you agree to all terms and specifications prior to submitting your proposal. If the *MOU* is agreeable, please replace all **red** text with your organization's name and have your organization's official representative sign and date the *MOU*.
7. Read all items on the *Assurances* page and initial each item to signify your understanding and agreement.

8. Submit all documents via email to Amanda Lee (alee@azcaa.org) on or before **May 15th, 2014**. All applications will be reviewed by ACAA and DES. You may be asked to clarify any item you submit, and must do so in writing.
9. Once your application has been approved, you will receive an award notification, reporting documents, and an invoice template for reimbursement requests. We expect to be able to notify all Partners of your acceptance and your approved budget in September, 2014.
10. Please refer to the complete list of items required to apply, below. If you have questions about an item or about the application process, please direct them via email to Amanda Lee at alee@azcaa.org.

Items Required to Apply:

- ☐ *Partnership Agreement and Payee Form* (completed and signed)
- ☐ *Agency Description and Scope of Work*
- ☐ *Partner Memorandum of Understanding*
(completed and signed by Organization's Official Representative)
- ☐ *Partner Assurances*

- ☐ *Staffing Budget (see Excel Spreadsheet)*
- ☐ *Program Line Item Budget (see Excel Spreadsheet)*
- ☐ *Budget Justification*
- ☐ *Location and Service Hours (Excel Spreadsheet)*
- ☐ *Organization's current W-9*

Any questions regarding this Program, the application process, or items required for submission should be directed to:

Amanda Lee
Outreach and Community Development Manager
Arizona Community Action Association
alee@azcaa.org
602-604-0640

Arizona Community Organization Partner Agreement

Agency: Gila County Community Services

Address (if more than one address, please attach a sheet with this information for each location): 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501 and 107 W. Frontler Street, Payson, AZ 85541

Contact Person for Program: Malissa Buzan

Phone: 928-425-7631, Extension 7192 Contact Email: mbuzan@gilacountyaz.gov

- * We understand that our name and street address information as provided above may be made available on the ACAA and DES websites. As such, we may include additional information (such as other services provided, hours of operation, how to schedule an appointment), found on the *Location and Services Provided* sheet with our listing.

☒ YES. We would like to keep this listing.

☐ NO. We would like to OPT OUT of this listing

- * We have staff or volunteers who can conduct outreach and assistance in the following languages:

English

Spanish

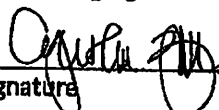
The aforementioned entity agrees to partner with the Arizona Community Action Association (ACAA) and serve as a Community Organization Partner (COP) to conduct outreach and improve access for applicants and recipients of Supplemental Nutrition Assistance Program (SNAP) benefits in Arizona. With our authorized signature, we acknowledge and accept the terms set forth in this application and its documents. We agree to conform to the terms of these documents and abide by the program budget submitted. We understand that any changes made to any part of this agreement must be requested in writing to ACAA and accepted in writing in order to be in compliance with all terms.

Arizona Community Action Association

Gila County

Cynthia Zwick, Executive Director


Authorizing Agent


Signature

9.30.14
Date

Michael A. Pastor, Chairman, Board of Supervisors

Name and Title (Please Print)


Signature

May 6, 2014
Date

OFFICIAL PAYEE AND REPRESENTATIVE

Please attach your W-9 when you return this form. A current W-9 will be required to receive payment.

1. For questions regarding COP's invoice or budget, please contact:

Contact Person name and email: Malissa Buzan mbuzan@gilacountyaz.gov
Address: Gila County Community Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501

2. Please mail COP reimbursements to:

☒ Same as above

Contact Person name and email: _____

Address: _____

3. The name of the contact person, street address, telephone number, and e-mail address where financial and administrative records are maintained is:

☐ Same as above

Contact Person name and email: Nick Montague nmontague@gilacountyaz.gov
Address: Gila County Community Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501

The contact person, or their designee, shall be responsible for informing ACAA of performance concerns of which the COP becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner original or copies of documentation required by this agreement, and for being available to ACAA and DES for consultation and assistance, as requested by ACAA or DES or as agreed by COP, during COP's normal business hours and days of operation.

3. The name, address, telephone number and e-mail address of ACAA's contact person is:

Amanda Lee
Arizona Community Action Association
2700 N. 3rd St, Suite 3040
Phoenix, AZ 85004
602-604-0640 ext 19
alee@azcaa.org

ACAA's contact person will be available to assist COP in its performance of this agreement on an "as needed" basis during ACAA's normal business hours and days of operation. All contact with ACAA by the COP must be through ACAA's contact person.

Memorandum of Understanding

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I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as COPs), as well as administering the draw-down of these USDA through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and COP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and COP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin age, sex, disability, sexual orientation, political beliefs or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2014 and ends September 30, 2015.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:
 - 1.1 Provide guidance and resources to COP regarding applicable federal and state laws and regulations and program guidelines.

- 1.2 Review and approve all documentation evidencing COP's performance of services as set forth in the Scope of Work and monitor COP's compliance with the MOU.
 - 1.3 Provide training and technical assistance to COP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
 - 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 15th of each month, or the first day of business thereafter in the event the 15th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. COP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.
2. ACAA liability for funds related to this Partnership is limited as follows:
 - 2.1 COP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
 - 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. COP Responsibilities

1. COP shall agree to the following during the duration of the MOU term:
 - 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
 - 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
<http://www.whitehouse.gov/omb/circulars/>
 - 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Return of this MOU, Partnership Agreement and Payee Form, Program Budget and Budget Justification, Scope of Work, and Assurances with the required signatures, **by Friday May 15th, 2014**. All documents shall be submitted to Amanda Lee at alee@azcaa.org.
 - c) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. COP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior approval. A final report of activities completed, expenses incurred, and weekly activity logs **shall be submitted by the 10th day of the month following the month for which draw-down is requested**. For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- d) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- e) Participate in evaluation of SNAP Outreach.
- f) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, COP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- g) Return any funds necessary to repay ACAA for any disallowed expenses in which COP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- h) Submission of a copy of audited financial statements to ACAA nine months after the end of the COP's fiscal year during which this grant falls. COP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. *(7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.)*
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and COP Agree to the Following Provisions:

1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and approval prior to release. Documents prepared by COP and intended for publication and distribution must receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of COP when necessary. Reviews may take up to ten (10) working days. This MOU identifies the following documents intended for external release as subject to both internal and external review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements

- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by COP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by COP, and COP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. COP shall contact Amanda Lee at alee@azcaa.org for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

An abbreviated version of this statement is available if space constraints exist.

2. COP shall prominently display the USDA nondiscrimination poster "And Justice for All", provided by DES or ACAA, at any facility providing services outlined in this Partnership.
3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities COP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a COP. Funding is subject to the following terms:

1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. COP understands and agrees to hold harmless ACAA for any funds expended for which COP is not able to receive reimbursement due to termination of funding.

- 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the COP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by COP which are not reimbursed by USDA and/or DES.
 - 1.3 It is the responsibility of the COP to monitor all contract expenditures by line item and ensure no over expenditures occur. If an over expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide COP funds in accordance with COP's reasonable request, and ACAA reserves the right to ask COP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.
 - 2.1 COP agrees to submit all reports and documentation required by the 10th day of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and COP will receive a check in the amount approved for matching draw-down, equal to a maximum of 40% of the funds expended by COP for allowable activities in the month prior.
 - 2.2 COP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, COP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
 - 2.3 COP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with COP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
 - 2.4 COP acknowledges and agrees that all invoices are subject to approval DES and USDA and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to COP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by ACAA and COP before becoming effective.

3. ACAA Intends to Partner with multiple COPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACAA and COP authorized officials. It shall be in force from October 1, 2014 through September 30, 2015. ACAA and COP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION ASSOCIATION

Gila County Community Services

Cynthia Zwick, Executive Director

Michael A. Pastor, Chairman, Gila Co. Board of Supervisors

Authorizing Agent

Name and Title (Please Print)

Signature

Signature

Date

Date

APPROVED AS TO FORM:










Bryan Chambers, Deputy Attorney Principal

Date



United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Community Organization Partner Assurances

Initial Here to Indicate You Have Read and Understand The Assurance Statement	Assurance Statement
	The COP is responsible for completion of activities outlined in the Scope of Work and Partnership Agreement and Payee Form. Additional work done to support SNAP Outreach AHCCCS is not eligible for reimbursement.
	The amount requested in COP's Program Budget is the maximum allowable reimbursement for FFY13, and may only be payable for allowable expenses. COP is responsible for timely repayment of any reimbursed costs deemed unallowable by DES or USDA.
	Activities included in the Scope of Work are those deemed allowable as outlined in the USDA guidance provided by DES and ACAA.
	Volunteers may be utilized to help meet the Scope of Work, but their time cannot be billed to this Partnership.
	Only non-federal funds may be used to draw-down a reimbursement. The non-federal funds used in this agreement may not be used for any other federal match.
	Funding for this program may be revoked by USDA at any time without prior notification. COP is eligible for reimbursement only for allowable activities approved by ACAA, and it is the sole responsibility of the COP to pay any related expenses in full regardless of whether or not the requested reimbursement is provided by USDA.
	Documentation of activities, expenditures, and audits completed must be maintained by COP for a minimum of 3 years after completion of the Term. It is the sole responsibility of the COP to maintain all records and provide them to ACAA, DES, and/or USDA upon request.
	Program activities are conducted in compliance with all federal laws, rules, and regulations including Civil Rights and OMB regulations governing cost issues.
	Program activities are reasonable and necessary to accomplish outreach goals and reach potentially eligible households.

Community Organization Partner Agency: Services Provided Form

Please check below for all services provided. List any additional services under "Other."

Service	✓
Food Boxes	
AHCCCS application assistance	
Health care services	
Dental care services	
WIC Center	
Crisis Pregnancy Center	
Employment Assistance	√
Clothing	
Rental Assistance	√
Housing Repair, Rehabilitation & Weatherization	√
Emergency Assistance	√
Utilities Assistance	√
Telephone Discount programs	√
Homeless Services	√
Legal Services	
Other/Comments:	

Community Organization Partner Agency Description & Scope of Work

1. Please provide a few brief sentences about your organization, including your mission, brief history, and any relevant experience or programs. This information will be provided to DES and USDA and may also be published on the ACAA and DES websites.

Mission: Improving the Quality of Life for All Residents, One Life at a Time

History: Gila County Community Action Program (CAP) has over 30 years of experience providing services for low income individuals and families. Since 1988, CAP has partnered with other agencies to enhance their service delivery and outreach. We have case managers who are very experienced in assisting people to access programs and services designed to improve their quality of life. CAP is dedicated to alleviate and prevent poverty in Gila County.

Relevant experience/programs:

Gila County CAP has experience and/or operates:

- Low Income Home Energy Assistance (LIHEAP) Utility Grants
- Weatherization Assistance Program
- Home Energy Assistance Fund
- Supplemental Nutrition Assistance Program (SNAP) Outreach
- Nutrition Assistance Community Organization Partnerships
- Arizona Self Help (www.arizonaselfhelp.org)
- People's Information Guide
- Volunteer Income Tax Assistance Site
- WIA One-Stop Partner
- Food Bank/Pantries

Locations: Complete the Federal Fiscal Year 2015 Location and Service Provided Form

Gila County Community Services
5515 S. Apache Ave, Suite 200
Globe, Arizona 85501

Gila County Community Services
107 W. Frontier Street, Bldg C
Payson, Arizona 85541

2. Please provide a brief narrative describing the activities you intend to complete for Federal Fiscal Year 2015 below. The activities included here should reflect your Partnership Agreement and Payee Form as well as your Budget (program and staffing) and Budget Justification. This Scope of Work is designed to give ACAA a clear understanding of the intended use of your funds and ensure your reimbursement is based on USDA Allowable Activities.

- 1. Please check each activity you plan to do as an outreach, self-service and/or full-service partner for Federal Fiscal Year 2015 (☒)**
- 2. Write the narrative under each activity you plan to do. Only explanations for the activities you anticipate doing are needed. Full service partners do not need to explain Self-service partner activities.**
- 3. List employment titles, and not employee names.**
- 4. Include specific activities each position performs.**
- 5. Please be sure your Scope of Work includes ALL planned activities and be as specific as possible regarding which staff responsibilities.**

Outreach Partner:

☒ Provide outreach materials for clients in office

The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will provide SNAP information and brochures that Gila County CAP will develop specific to our service population to clients in office.

The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will provide SNAP Information and Brochures that Gila County CAP at job fairs, food pantries/banks, VITA sites, shelters, network meetings, senior centers, faith-based organizations, and public housing locations.

☒ Attend/host outreach events (or meetings) in the community to provide information about SNAP eligibility

The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will travel to and attend events such as job fairs, food pantries/banks, VITA sites, shelters, network meetings, and public housing locations to provide information about the SNAP program.

Information targeted towards Veterans and elderly populations will be at senior centers, homeless shelters, and faith-based organizations within Gila County.

☒ Provide information on application process and documents required to clients

The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will provide detailed information on the SNAP application process. S/he will make appointments to apply, as well as prepare them on the proper documents to bring in for their appointment.

Information towards families will be disseminated on the Gila County website, www.gilacountyaz.gov, which will be managed by the Program Manager.

Self-Service Partner: (skip explanations if you are full-service partner)

- ☐ Provide a computer to prescreen through www.arizonaselfhelp.org
- ☐ Provide a computer to apply online through www.healthearizonaplus.gov
- ☐ Provide equipment for clients to copy, scan, or fax documents for application
- ☐ Provide paper applications as requested by applicants
- ☐ Provide access to telephone to call DES

Full-Service Partner:

- ☒ Provide assistance with prescreening through www.arizonaselfhelp.org
A computer will be made available for prescreening on ASH. The Program Manager, Case Manager and Administrative Clerk will assist with this activity.
- ☒ Provide assistance with applying online through www.healthearizonaplus.gov
A computer will be made available for applying on HEAplus. The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will assist with this activity. Appointments will be made, and walk-ins will be accommodated if possible.

A computer will be available at each of our sites in Globe and Payson.

- ☒ Provide assistance in copying, printing, and faxing documents for applicants
All scanners, copiers, and fax machines will be made available for applicants. The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will assist with this activity.

- ☒ Assist clients with completing paper applications as requested by applicants
Paper applications are available upon request of applicants and may also be used in the case the website is not working properly.

- ☒ Assist applicants and/or recipients in tracking their case via MyFamilyBenefits website
The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will assist with helping applicants track their cases on <https://egov.azdes.gov/dbme/faa/myFamilyBenefits/>, and/or www.AZMyFamilyBenefits.gov/.

- ☒ Assist clients and applicants with contacting DES via phone
A telephone will be made available to assist clients and applicants to contact DES.
- ☐ Any additional allowable activities:

All Gila County CAP staff will also educate CAP Partners to provide information regarding SNAP eligibility, and where CAP sites are located, to increase information about CAP's services.

All CAP Staff will educate applicants on SNAP eligibility and will be available to answer questions and provide directions.

SNAP Outreach Staffing Detail **Budget Contract Year: FFY 2015**

AGENCY Name:

Gila County Community Services

Staff Person Title *

**Name of Staff Person
(first and last)**

**% FTE
Outreach
(a)**

**Salary
(b)**

**Outreach
Salary
(c=aXb)**

**Benefits
Rate
(d)**

**Outreach
Benefits
(e = cXd)**

**Total
(f=c+e)**

Program Manager	Dorine Prine	15%	\$30,534.40	\$4,580	31.50%	1442.7504	\$6,023
Case Manager	Vacant	10%	\$29,785.60	\$2,979	31.80%	947.18208	\$3,926
Director	Malissa Buzan	5%	\$78,062.40	\$3,903	24.20%	944.55504	\$4,848
Admin Clerk	Allison Torres	10%	\$22,713.60	\$2,271	35.70%	810.87552	\$3,082
Housing Assistant	Estelle Belarde	10%	\$23,857.80	\$2,386	25.90%	617.91702	\$3,004
				\$0		0	\$0
				\$0		0	\$0
				\$0		0	\$0
				\$0		0	\$0
				\$0		0	\$0
				\$0		0	\$0
				\$0		0	\$0
				\$0		0	\$0
				\$0		0	\$0
				\$0		0	\$0
TOTAL				\$16,119		4763.2801	\$20,882

(*All proposed project staff to be hired / employed should be included and identified as Vacant)

Program Line Item Budget Details
Contract Year FFY 2015 (October 2014 - September 2015)

AGENCY NAME:		Gila County Community Services	
Expenses	Total Expenses * (100% budgeted expenses)	**Reimbursement (40% of Expenses)	
(g) Personnel (Salary and Benefits)	\$ 20,882.00	\$ 8,352.80	
Other Direct Costs		\$ -	
(h) Copying/Printing/Materials	\$ 100.00	\$ 40.00	
(i) Internet/Telephone	\$ -	\$ -	
(j) Equipment	\$ 2,499.98	\$ 999.99	
(k) Supplies and Non Capital Expenditures	\$ 120.00	\$ 48.00	
(l) Building/Space	\$ -	\$ -	
(m) Other	\$ -	\$ -	
(n) Subtotal Other Direct Costs (n=h+i+j+k+l+m)	\$ 2,719.98	\$ 1,087.99	
Travel			
(o) Long Distance		\$ -	
(p) Local (0.445/mile)	\$ 320.40	\$ 128.16	
(q) Subtotal Travel (i+i)	\$ 320.40	\$ 128.16	
(r) Contractual		\$ -	
(s) Total Personnel, Direct Costs, Travel, and Contractual (s=g+n+q+r)	\$ 23,922.38	\$ 9,568.95	
Indirect Cost Rate (key in rate i.e 10%)			
(t) Indirect Costs (Indirect rate X s)	\$ -	\$ -	
(u) TOTAL (s+t)	\$ 23,922.38	\$ 9,568.95	

Instructions:

- Document must be submitted in original format (Excel).
- Total Expense Column must equal 100% of expenses associated with supporting SNAP outreach/application assistance.
- The amounts in this column must be the same as the total amounts listed on the Budget Details and Narrative document.
- The Reimbursement column will reflect the total amount available Partner should expect to receive during the 2014 FFY (Oct 2013-Sept 2014)

GILA COUNTY COMMUNITY ACTION PROGRAM
Budget Details and Narrative

g. Personnel:

1. Staff will use daily tracking log to identify time spent supporting clients with completing the application, answering questions over the phone and in person. In addition, staff will complete a form when attending outreach events identifying time spend and populations served.
 2. Total Expense: **\$17,879.00**
 3. Description of SNAP related duties –
 - a. Program Manager – will contribute 15% of her time to the program and be responsible for organizing SNAP outreach activities; for providing direct services to clients through application assistance, prescreening, documents assistance and community outreach; will provide information and brochures at job fairs, food bank and pantries, etc., as outlined on our Scope of Work, Outreach Partner section. Will also be responsible for ensuring all activities associated with the SNAP Partnership program are performed; responsible for programmatic reporting.
 - b. Case Manager – will contribute 10% of her time to the SNAP Program; will also be responsible for providing direct services to clients through application assistance, prescreening, documents assistance and community outreach.
 - c. Director – will contribute 5% of her time to SNAP Program; she will oversee the entire program and staff to ensure all activities associated with the SNAP Partnership Program are performed; will also be providing direct services to clients through application assistance, prescreening, documents assistance and community outreach.
 - d. Administrative Clerk – will contribute 10% of her time to the SNAP Program; will also be providing direct services to clients through application assistance, prescreening, documents assistance and community outreach.
-

h. Copying/Printing/Materials:

1. Total Expense: **\$100.00**
 2. Description: Staff uses in house copiers and printers for SNAP outreach and application activities. We will make approximately 10,000 copies per year for the SNAP Program.
 3. Calculations: Copies – 10,000 X \$0.10 = \$ 100.00 (100 percent cost for SNAP)
-

i. Internet/Telephone:

There are not any expenses for this category that will be charged to SNAP

j. Equipment:

1. Total Expense: **\$2,499.98**
 2. Description: New Scanning and computer equipment will be purchased for the staff that will be responsible for SNAP outreach and applications.
 3. Calculations: Desktop Computer - \$1,400 X 1 = \$1,400.00
Desktop Scanner - \$366.66 X 3 = \$1099.98
-

k. Supplies

1. Total Expense: **\$120.00**
 2. Description: Supplies – paper, pens, ink cartridges specifically for the SNAP program
 3. Calculations: \$10.00 per month X 12 months = \$120.00 (100% charged to SNAP)
-

l. Building/Space

1. We will not have any charges for this line item
-

m. Other:

1. We will not have any charges for this line item
-

n. Subtotal Other Direct Costs

o. Long Distance:

1. We will not have any charges for this line item
-

p. Local Travel

1. Total Expense: **\$ 320.40**
 2. Description: we will be travelling throughout Gila County to provide SNAP outreach and assistance
 3. Calculations: 60 miles per month X 12 months = 720 total miles X \$0.445 = 320.40
-

q. Subtotal Travel: **\$320.40**

r. Contractual: We will not have any charges for this line item

s. Total Personnel, Direct Costs, Travel and Contractual:

t. Indirect Costs: We will not have any charges for this line item

u. TOTAL (s+t) **\$20,919.38**

SNAP Outreach Plan FFY2015

Resident Organization Name	Phone	BMA Application Name	Resident number and address	Calendar range	E-mail	City	Zip Code	County	Physical Address (Street, City, State, Zip)	Home #3 (Home #3 Address)	Language Available On Site	Special Population Served (e.g., Minority, Immigrants/Ethnicity, Veterans, etc.)
ONE COCKY COMMUNITY ACTION PROGRAM	(978) 474-7192	9:00 am to 4:00 pm	F.A.S.M.C.P. #	Dec. 1 to Feb. 1	617-360-0123 617-360-0123	06541	02410	06541	5511 S. A. Howe Ave., Suite 100, Cobleskill, NY 12521	Home #3 Address	English, Spanish	Dispers, Veterans, Low Income
ONE COCKY COMMUNITY ACTION PROGRAM	(978) 474-7192	9:00 am to 4:00 pm	F.A.S.M.C.P. #	Dec. 1 to Feb. 1	617-360-0123 617-360-0123	06541	02410	06541	5511 S. A. Howe Ave., Suite 100, Cobleskill, NY 12521	Home #3 Address	English, Spanish	Dispers, Veterans, Low Income

Give Form to the requester. Do not send to the IRS.

[illegible]

ARF-5621

Regular Agenda Item 2. D.

Regular BOS Meeting

<u>Meeting Date:</u>	09/03/2019		
<u>Submitted For:</u>	Malissa Buzan		
<u>Submitted By:</u>	Allison Torres, Case Manager		
<u>Department:</u>	Community Services		
<u>Division:</u>	Comm. Action Program/Housing Servs.		
<u>Fiscal Year:</u>	2019 - 2020	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	July 1, 2019 - June 30, 2020	<u>Grant?:</u>	Yes
<u>Begin & End:</u>			
<u>Matching</u>	No	<u>Fund?:</u>	Replacement
<u>Requirement?:</u>			

Information

Request/Subject

Amendment No. 3 to Contract No. 019-0444 with Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V.

Background Information

On August 7, 2018, the Gila County Board of Supervisors approved Contract No. 019-0444.

On November 13, 2018, the Gila County Board of Supervisors approved Amendment No. 1 to Contract No. 019-0444.

On May 21, 2019, the Gila County Board of Supervisors approved Amendment No. 2 to Contract No. 019-0444.

Evaluation

Amendment No. 3 to Contract No. 019-0444 provides funding in the amount of \$10,226 to be used to provide home repair and renovations to eligible households in Gila County.

Conclusion

By approving Amendment No. 3 to Contract No. 019-0444, the Gila County Community Services Department, Housing Services, will receive funding to assist eligible citizens with home repair and renovations.

Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve Amendment No. 3 to Contract No. 019-0444 so that Housing Services can continue to assist eligible citizens with home repair and renovations.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 3 to Contract No. 019-0444 between the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and the Gila County Community Services Department, Housing Services, whereby PGCSC will provide funding in the amount of \$10,226 to be used for home repair and renovations to eligible citizens residing in Gila County effective July 1, 2019, through June 30, 2020. **(Malissa Buzan)**

Attachments

Amendment No. 3 to Contract No. 019-0444

Amendment No. 2 to Contract No. 019-0444

Amendment No. 1 to Contract No. 019-0444

Contract No. 019-0444

PINAL GILA COUNCIL FOR SENIOR CITIZENS
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 019-0444	3. EFFECTIVE DATE OF AMENDMENT	4.
2. AMENDMENT #3 (6/19)	■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	

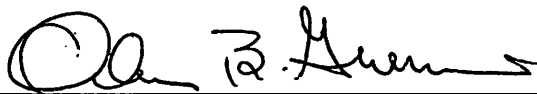
5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

6. CONTENT OF AMENDMENT:

- A. To amend contract dated July 1, 2018.
- B. To render services from July 1, 2019 through June 30, 2020, in accordance with the amended contract operating budget and new service levels.

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9.	10.
GILA COUNTY COMMUNITY SERVICES DIVISION	PINAL-GILA COUNCIL FOR SENIOR CITIZENS
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE
	
TYPED NAME	TYPED NAME
Woody Cline	Olivia B. Guerrero
TITLE	TITLE
Chairman	President/CEO
DATE	DATE
	6-28-2019

Annex A PROGRAM/ADMINISTRATION SECTION

1.0 Authorized Signatory for Contractor:

1.1 Gila County Community Services FIE No. 86-6000444
PROVIDER AGENCY NAME FEDERAL EMPLOYER IDENTIFICATION NUMBER
5515 S. Apache ave suite 200 Globe az 85501 928-425-7631
Address Phone Number

1.2 Tim Humphrey Board Chair
Name of Authorized Signatory Title

is the signatory to this Contract on behalf of the Contractor and is responsible for the delivery of Contract Services during the term of this Contract.

1.3 In the absence of the principal authorized signatory named above, Malissa Buzan
Name
Director is authorized to sign this Contract and any amendments thereto on behalf of the Provider.
Title

2.0 Notices:

2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:

Malissa Buzan Director Gila County community Services
Name and Title
5515 S. Apache Ave. suite 200 Globe Az 85501
Address 928-402-8693
Phone Number
 FAX: 928-425-9468 E-MAIL: mbuzan@gilacountyaz.gov

2.2 Daily contact regarding programmatic issues for this contract:

Estelle Belarde Deputy Director
Name and Title
Same as agency above
Address 928-402-8685
Phone Number
 FAX: 928-425-9468 E-MAIL: ebelarde@gilacountyaz.gov

2.3 Financial contact for issues regarding this contract:: _____

Lisa Wilckens Financial Manager
Name and Title
Same as above agency
Address 928-402-8652
Phone Number
 FAX: 928-425-9468 E-MAIL: lwilckens@gilacountyaz.gov

2.4 The Provider shall address all notices relative to this Contract to the attention of:

Olivia B. Guerrero, President/CEO	Telephone Number: 520-836-2758
Pinal-Gila Council for Senior Citizens	Fax: 520-421-2033
8969 W. McCartney Road	E-Mail: oliviag@pgcsc.org
Casa Grande, AZ 85194-7432	

3.0 Contract Term:

The term of this Contract shall begin on July 1, 2019
 ■ or the date of last signature, whichever is later, and shall terminate on June 30, 2020

4.0 **Contract Purpose:** The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321); DHHS Grant Administration Regulations (45 CFR part 74); and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

<input checked="" type="checkbox"/> Minor Home Repair/Renovation	<input type="checkbox"/> Congregate Meals	<u>Home Care Cluster</u>
<input type="checkbox"/> Respite (Group)	<input type="checkbox"/> Home Delivered Meals	<input type="checkbox"/> Home Health Aid
<input type="checkbox"/> Respite (In-Home)	<input type="checkbox"/> Transportation	<input type="checkbox"/> Housekeeping
<input type="checkbox"/> Case Management	<input type="checkbox"/> Legal	<input type="checkbox"/> Nursing
<input type="checkbox"/> FCSP Case Management		<input type="checkbox"/> Personal Care

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[X] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual and PGCSC Policies and Procedures.

[] B. Supplemental Payment Program:

Eligibility to be determined by case management agency. Clients eligible for the Supplemental Payment Program must meet the following criteria in order to receive services from the contractor.

1. Be eligible for and receiving Supplemental Security Income (SSI).
2. Be 65 years of age or older if applying for Home Health or Visiting Nurse Services.

5.4.2 Intake Procedures

- A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.
- B. As required for individual services per Aging & Adults Administration's Policy and Procedure Manual and PGCSC policies and procedures.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures and PGCSC policies and procedures.

5.6 Facility Location:

Contract Services may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NUMBER WHERE THE SERVICES WILL BE PROVIDED. (IF SERVICES ARE PROVIDED IN CLIENTS HOME, LIST INFORMATION FOR FACILITY PRIMARY OFFICE LOCATION)	CONTRACT SERVICE(S)	SUBCONTRACTOR	DAYS AND HOURS OF OPERATION	GEOGRAPHIC COVERAGE
Gila County Community Services 5515 S. Apache Avenue, Ste 200 Globe, AZ 85501 Phone: (928) 425-7631 Fax: (928) 425-9468	Home Repair and Renovations		Monday – Friday 8am – 5pm	Gila County

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holidays):

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Good Friday | <input type="checkbox"/> Yom Kippur | (Other Holidays) |
| <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday | <input checked="" type="checkbox"/> Memorial Day | <input type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Day after Thanksgiving |
| <input type="checkbox"/> Lincoln's Birthday | <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Veteran's Day | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Washington's Birthday | <input checked="" type="checkbox"/> Labor Day | <input checked="" type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> President's Day | <input type="checkbox"/> Ros Hashanah | <input checked="" type="checkbox"/> Christmas Day | <input type="checkbox"/> _____ |

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

[illegible]

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 019-0444, Amendment #3 (6/19)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

- ☒ Area Agency on Aging, Region V (AAA)
☐ Supplemental Payment Program (SPP)
☐ Title V
☐ United States Department of Agriculture (USDA)
☐ Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term \$10,226

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from	<u>July 1, 2018</u>	to	<u>June 30, 2019</u>	is	<u>\$24,406</u>
Maximum amount during the period from	<u>July 1, 2019</u>	to	<u>June 30, 2020</u>	is	<u>\$10,226</u>

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐ 2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

☒ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Home Repair (RPR- HCB)	\$10,226

3.0 **METHOD OF PAYMENT**

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. **The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

- [X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

- A. Pinal-Gila Council for Senior Citizens/AAA
- [] Congregate Monthly Meals Report (10th)
 - [] Home Delivered Meals Monthly Meals Report (10th)
 - [X] Monthly Social Services (10th)
 - [] Congregate Meals Registration Form w/Nutrition Score - Weekly
 - [] Service Utilization Log (Service Log) (3rd)
 - [] Monthly Education/Activities Report (10th)
 - [] Calendar of Activities (10th)
 - [] Food Cost Report (10th)
 - [] Nutrition Education Report (10th)
 - [] Transportation Summary Sheet (10th)
 - [] Menu Cycle for RD approval - Quarterly
 - [X] Outreach Report - Quarterly
 - [] Non-Client Supportive Service Report – FCSP and roster (10th)
 - [] Monthly, Ramp Loan Report (10th)
- B. Supplemental Payment Program
- [] ASCAP – Arizona Standardized Client Assessment Form (3rd)
- C. Arizona Long Term Care Services (ALTCS)
- [] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGSCS, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Home Repair (RPR-HCB)	31	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGSCS policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for

individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

Scope of Work
Arizona Department of Economic Security (DES) – Area Agencies on Aging

25.0 HOME REPAIR AND RENOVATIONS

25.1 Purpose Statement

The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.

25.2 Service Description

25.2.1 Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.

25.2.2 Home repair increases or maintains independence of eligible individuals.

25.2.3 Home repair increases the individual's mobility, safety, and access to and around the home.

25.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

25.2.5 Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapter 3000, Sections 3100 and 3600 of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

25.3 Service Requirements – The Contractor shall:

25.3.1 Require that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.

25.3.2 For purposes of the Family Caregiver Support Program, require that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3000, Section 3600, as may be amended.

25.3.3 Examine and utilize all other available resources (e.g., funding) prior to providing the service.

25.3.4 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.

25.3.5 Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:

1. Building of ramps.
2. Cooler and heater repair/maintenance.
3. Widening of doorways.
4. Installation of grab bars.
5. Screen repair.
6. Installation of safety mats.
7. Window repair.
8. Minor roof repair.
9. Door repair.
10. Floor repair.

25.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.

25.4 Licensure/Certification Requirements – The Contractor shall:

25.4.1 Comply with all federal, state and local licensure/certification requirements.

25.4.2 Require that materials and work meet industry standards.

25.4.3 Require that all repairs and adaptations conform to state and local building codes.

25.5 Performance Measure

25.5.1 Number of individuals that receive services annually.

25.6 Reporting Unit

25.6.1 One unit of service equals one repair or adaptation.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
CONTRACT OPERATING BUDGET

Attachment A

Contract Number: 019-0444 Amend. #3	FOR PERIOD	Prepared by: R. Johns	Date: July 1, 2019
Gila County Community Services Division	From: 7/01/19 To: 6/30/20		

REVENUES

Services	RPR - HCB						GRAND TOTAL
Totals	10,226						10,226
AREA AGENCY CEILING	10,226						10,226
TITLE V							0
U.S.D.A.							0
ALTCS							0
OTHER CEILING							0
OTHER CEILING							0
OTHER CEILING							0
REIMBURSEMENT CEILING	10,226						10,226
PROGRAM INCOME							0
NON-FEDERAL INKIND							0
NON-FEDERAL CASH							0
OTHER NON-FEDERAL CASH							0
TITLE V							0
OTHER FEDERAL							0
TOTAL REVENUE	10,226						10,226

Budget Categories		EXPENSES						
Personnel								0
ERE								0
Professional/Outside	9,675							9,675
Travel								0
Space								0
Equipment								0
Material/Supplies	551							551
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	10,226							10,226
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svcs.	10,226							10,226
SERVICE TOTAL	10,226							0
No. of Units Direct	31							
No. of Units Purchased								
Unit Rate/Direct	329.87							
Unit Rate/Purchased								
Unit Rate/Contract								

Appendix C

1. 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 contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.
2. Notice is hereby given that this agreement is subject to cancellation for conflict of interest under A.R.S. 38-511. In addition, this agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
3. Organization 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 defined by A.R.S. § 35-393.01. Violation of this certification by Organization may result in action by Gila County up to and including termination of this Agreement.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

1. **Definitions** As used in these terms and conditions, the following terms have the following meaning:
 - 1.1 **"Annex A"** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.
 - 1.2 **"Annex B"** is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.
 - 1.3 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.4 **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
 - 1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).
 - 1.6 **"Compensation"** means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.
 - 1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.8 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.
 - 1.10 **"Contract Services"** means the services to be delivered by the Contractor that are so designated in Annex A.
 - 1.11 **"Contractor"** means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.
 - 1.12 **"Days"** means calendar days unless otherwise specified.
 - 1.13 **"Department"** means Pinal-Gila Council for Senior Citizens (PGCSC_).
 - 1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.
 - 1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.16 **"Fiscal Year"** means the period beginning with July 1 and ending June 30.
 - 1.17 **"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 of greater value is received.
 - 1.18 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.19 **Procurement Officer** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.
- 1.20 **Reimbursement Ceiling** means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.
- 1.21 **PGCSC** is Pinal-Gila Council for Senior Citizens , is the designated Area Agency on Aging (AAA) for Region V.
- 1.22 **Scope of Work** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service" .
- 1.23 **Services:** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.24 **Subcontract** means any Contract, express or implied, between the Contractor 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 the Contract.
- 1.25 **Vulnerable adult** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 PGCSC Uniform General Terms and Conditions;
 - 2.3.4 Annex A, Statement or Scope of Work;
 - 2.3.5 Specifications – Methodology;
 - 2.3.6 Annex B, Budget and Conditions of Payment
 - 2.3.7 Attachments;
 - 2.3.8 Exhibits; and
 - 2.3.9 Documents referenced or included in Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Contractor or their personnel will not be represented by PGCSC.
- 2.5 **Severability.** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parol Evidence.** This Contract 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 the document and no other understanding either oral or in writing shall be binding.

- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract 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.

3. Contract Administration and Operation.

- 3.1 **Records.** Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:
- 3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;
- 3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;
- 3.1.1.5 Include original copies of 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 contract;
- 3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.
- 3.2.3 The contractor 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 contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, 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.
- 3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the *(insert Contractor 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 Contractor 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. Please contact: *(insert Contractor contact person and phone number here)*"

- 3.3 **Audit.** Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and PGCSC, and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitted to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.
- 3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.
- 3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-wards audits, Department monitoring during the contract, and post-award audits.
- 3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at it own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:

3.5.1.1 Change of address of business office;

3.5.1.2 Change of telephone number;

3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;

3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;

3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or

3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.

3.6 **Advertising Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

4. Costs and Payments

4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.

4.1.1 Payments shall be made according to the methods of compensation defined as follows:

4.1.1.1 **Rate (or) Fixed Price** – The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment – Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

- 4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.
- 4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
 - 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC 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.
 - 4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.
- 4.4 **Availability of Funds.** PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor may mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
- 4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:
 - 4.6.1 Accept a decrease in price offered by the contractor;

- 4.6.2 Cancel the contract;
- 4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.1.1 Change in the reimbursement ceiling;
- 5.1.2 Contract term, if extended and/or reduced without terminating the contract;
- 5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;
- 5.1.4 Ownership or legal entity responsible for the contract;
- 5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;
- 5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,
- 5.1.7 Except where contract special terms and conditions provide otherwise.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

6. Risk and Liability

6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

6.3 Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract 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; injunction-intervention-acts; or failure 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.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 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

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 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 working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 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.

6.5 Third Party Antitrust Violations. The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing or payment for the materials by PGCSC.
- 7.5 **Year 2000**
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract 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 Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract 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 Contract properly exchanges date-time data with it. If this Contract 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 Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.
- 7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.
- 7.6.3 The Contractor 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.
- 7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract 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.

- 7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S. §23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.

7.7 **Survival of Rights and Obligations after Contract Expiration or Termination.**

- 7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

- 7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

- 8.1 **Right to Assurance.** If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

- 8.2.1 PGCSC may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period(s) of days indicated by PGCSC after the order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor 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.

- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 8.3 **Non-exclusive Remedies.** The rights and the remedies of PGCSC under this Contract are not exclusive.

- 8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, PGCSC may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5 **Right of Offset.** PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

9 Contract Termination

- 9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 **Gratuities.** PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- 9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor 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 PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A. C. R2-7-701 shall apply.
- 9.5 **Termination for Default.**
- 9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC on demand.
- 9.5.3 PGCSC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor 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 Contractor.
- 9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

- 9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A. R. S. §12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor'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 PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- 13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.
- 13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.
- 13.2 Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.
- 13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.
- 13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.
- 14 **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of not more than one year and a acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 15 **Confidentiality.** The Contractor 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 contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.
- 16 **Contract Extension.** PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.
- 17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

- 17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)
- 18 **Cooperation.** PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.
- 19 **Equipment.**
- 19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.
- 19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- 19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.
- 19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.
- 20 **Evaluation.** PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
21. **Fair Hearings and Service Recipients' Grievances.**
- 21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.
- 22 **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:
- 22.1 Personnel who are employed by the Contractor, 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 for the purpose of

- obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.
- 22.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles 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.
- 22.4 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security 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).
- 22.5 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security 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.
- 22.6 Federally recognized Indian Tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

INSURANCE REQUIREMENTS:

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

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona and DES in no way 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

23.1.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000

- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

23.1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

23.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.1.4 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

23.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions: State of Arizona 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 Contractor, even if those limits of liability are in excess of those required by this Contract.

- a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- b. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

23.3 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address** and shall be sent by certified mail, return receipt requested.

23.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor 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 contract. If the contractor 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.

23.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish PGCSC and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by PGCSC and the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES –Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007.** The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

23.5 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to PGCSC and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- 23.6 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

- 23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. **Levels of Service.**

- 24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.
- 24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.
- 24.3 PGCSC Administration may obtain services under this contract.
- 24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.
- 24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
- 25 **Monitoring.** Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.
- 26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:
- 26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

- 26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.
- 26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
- 26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 26.6 Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;
- 26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;
- 26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
- 26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- 26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.
- 27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.
- 28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.
- 29 **Professional Standards.** The Contractor shall deliver contract 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 contract.
- 30 **Reporting and Client Referral Requirements.**
- 30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.
- 30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.
- 30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.
- 30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.
- 30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

- 30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC 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 PGCSC, in forfeiture of final payment.
- 30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.
- 31 **Substantial Interest Disclosure.**
- 31.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.
- 31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.
- 32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 33 **Technical Assistance.** PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 34 **Termination for Any Reason.**
- 34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of 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 and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.
- 34.2 In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.
- 34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

- 35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
- 35.3 OMB Circular A-21 for educational intuitions.
- 35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.
- 36 **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.
- 37 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- 38 **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.
- 39 **Federal Immigration and Nationality Act.**
 - 39.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor 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 contract. I-9 forms are available for download at USCIS.GOV.
 - 39.2 The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC may pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 40. **Inclusive Contractor.** Contractor 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. Contractor 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 Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - 2. Alternative methods to ensure there are services or products in the supply chain.
 - 3. An up to date list of company contacts and organizational chart.

- 41.1 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 contract impossible or impracticable, PGCSC shall have the following rights:
1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 2. PGCSC 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 AZ Procurement Code.
 3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).
42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.
43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.
44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
46. **Warranty of Service.** The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

TERMS AND CONDITIONS

1.0 Contract Term and Option to Extend

- 1.1 The term of the Contract shall be effective the date specified on the Contract Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 1.2 The State has no obligation to extend or renew this Contract. However, this Contract may be extended or renewed for multiple periods, or may be established as a multi-year Contract in its entirety or in part at the sole option of the State.
- 1.3 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. (No billable activity outside of the effective dates).

2.0 Definitions

- 2.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 2.2 "Award Date" means the date the Contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 2.3 "Contract" means the combination of the Request for Applications, Instructions to Applicants, Terms and Conditions, Scope of Work, Attachments, and Contract Amendments.
- 2.4 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 2.5 "Contractor" means any person who has a Contract with the State.
- 2.6 "Days" means calendar days unless otherwise specified.
- 2.7 "Department" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.
- 2.8 "Effective Date" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 2.9 "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 2.10 "Exhibit" means any item labeled as an Exhibit.
- 2.11 "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.
- 2.12 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 2.13 "May" indicates something that is not mandatory but permissible.
- 2.14 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 2.15 "Services" means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 2.16 "Shall, Must" indicates a mandatory requirement.
- 2.17 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 2.18 "Subcontract" means any Contract, expressed or implied, between the Contractor 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 the Contract.
- 2.19 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2.20 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 2.21 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

3.0 Advertising, Publishing and Promotion of Contract

- 3.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the

following statement: "This program was funded through a Contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

- 3.2 The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.0 Amendments or Modifications

- 4.1 This Contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Contract, unless done in writing and signed by the authorized representative of the respective parties.

- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

- 4.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.0 Applicable Law

- 5.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.

- 5.2 The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

- 5.3 Nothing in this Contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

- 5.4 The Contractor 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.

- 5.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 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 Contractor, its employees or agents, shall not utilize any federal funds under the terms of this Contract 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.

- 5.6 The Contractor 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.

- 5.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 5.8 Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

6.0 Arbitration

- 6.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

7.0 Assignment and Delegation

- 7.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

3.0 Audit

- 3.1 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
- 3.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 3.2.2 Summary schedule of prior audit findings
- 3.2.3 Auditor's Reports (detailed in the A-133)
- 3.2.4 Corrective Action Plan.
- 3.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- 3.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 3.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the Contract, and post-award audits.
- 3.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

9.0 Availability of Funds

- 9.1 The Department may reduce payments or terminate this Contract 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. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 9.2 **Availability of Funds for the Current State Fiscal Year**
- 9.2.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions without further recourse obligation or penalty:
- 9.2.2 Reduce payments or units authorized;
- 9.2.3 Accept a decrease in price offered by the Contractor;
- 9.2.4 Cancel the Contract; or
- 9.2.5 Cancel the Contract and re-solicit the requirements.
- 9.3 **Availability of Funds for the Next State Fiscal Year**
- 9.3.1 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

- 10.0 **Background Checks for Employment through the Central Registry** If providing direct services to children or vulnerable adults, the following shall apply:

- 10.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 10.2 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 of a Contractor and the subcontractor's employees; and
 4. Prospective employees of the Contractor or subcontractor at the request of the prospective employer.
- 10.3 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.
- 10.4 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.
- 10.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
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: <https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>.
- 10.6 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 clients.
- 10.7 The Contractor 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 Contract. The Request for Search of Central Registry for Background Check form is located at: <https://www.azdes.gov/opac>.
- 11.0 Cancellation for Conflict of Interest**
- 11.1 Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 12.0 Certification of Cost or Pricing Data**
- 12.1 The Contractor certifies that, to the best of the Contractor'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 Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.
- 13.0 Certification Regarding Lobbying**
- 13.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)
- 14.0 Code of Conduct**

- 14.1 The Contractor shall avoid any action that might create or result in the appearance of:
- 14.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract;
 - 14.1.2 Acting on behalf of the State without appropriate authorization;
 - 14.1.3 Provided favorable or unfavorable treatment to anyone;
 - 14.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
 - 14.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or
 - 14.2.6 Loss of impartiality when advising the State.
- 15.0 **Competitive Bidding**
- 15.1 The Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 16.0 **Confidentiality**
- 16.1 The Contractor 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 contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 16.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.
- 17.0 **Cooperation**
- 17.1 The Department may undertake or award other Contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- 18.0 **Cooperation with the Department's Investigation**
- 18.1 All Contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the Contract with ADES.
- 19.0 **Data Sharing Agreement**
- 19.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.
- 20.0 **Equipment**
- 20.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30)

- days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 20.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 20.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.
- 20.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 20.5 Under a fixed price Contract, Sections 20.1 through 20.4 do not apply unless specifically required by federal or state law.
- 21.0 Evaluation**
- 21.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 21.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to Contract impact in support of Department goals.
- 22.0 E-Verify Requirements**
- 22.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A as may be amended. (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.")
- 22.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 22.2.
- 23.0 Fair Hearings and Service Recipients' Grievances**
- 23.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 23.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.
- 24.0 Federal Immigration and Nationality Act**
- 24.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ADES upon request. These warranties shall remain in effect through the term of the Contract. The Contractor 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 Contract I-9 forms are available for download at USCIS.GOV.
- 24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State determine that the Contractor or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.
- 25.0 **Fees and Program Income**
- 25.1 Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 26.0 **Fingerprinting**
- 26.1 Contractor shall comply with, and shall ensure that all of Contractor'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 contract performance.
- 26.2 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 Contract. The Contractor 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 contract performance.
- 26.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:
- 26.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
- 26.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles 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.
- 26.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).
- 27.0 **Force Majeure**
- 27.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 27.2 Force Majeure shall not include the following occurrences:
- 27.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 27.2.2 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
- 27.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 27.3 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 working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as

- practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 27.4 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.
- 28.0 **Inclusive Contractor**
- 28.1 Contractor 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. Contractor 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 Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 29.0 **Indemnification**
- 29.1 Indemnification for Contractor:
- 29.1.1 **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
- 29.1.2 **Public Agency Language Only** Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 29.1.3 **Indemnification - Patent and Copyright** The Contractor 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 contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 29.2 **Indemnification Clause:**
- 29.2.1 The parties to this Contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this Contract is responsible for its own negligence.
- This indemnify shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*
- 29.3 Indemnification for Subcontractor:
- 29.3.1 In addition, the Contractor shall cause its Contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. 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 such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

30.0 **Insurance Requirements**

30.1 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.

30.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona 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 Contractor"*.
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Arizona 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 Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

5. **Fidelity Bond or Crime Insurance**
Bond or Policy Limit \$ 100,000

- a. The bond or policy shall be issued with minimum limits of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for theft and mysterious disappearance.
- e. The bond or policy shall contain no requirement for arrest and conviction.
- f. The bond or policy shall cover loss outside the premises of the Named Insured

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona 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 Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. 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, 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 the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the Contractor 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 Contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk

Management Division. Such action will not require a formal contract amendment, but may be made by administrative action.

- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 30.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 30.2(G), 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 ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 30.0 above.

31.0 IT 508 Compliance

- 31.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and § 3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

32.0 Levels of Service

- 32.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent Contractor.
- 32.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 32.3 Any administration within the Department may obtain services under this Contract.
- 32.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 32.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 32.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

33.0 Monitoring

- 33.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

34.0 Non-Discrimination

- 34.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- 34.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 34.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 34.4 The Contractor 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 Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, 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.
- 34.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and 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 Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The *insert Contractor 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 Contractor 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 Contractor 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 Contractor contact person and phone number here*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *insert Contractor contact person and phone number here*)"
- 35.0 **No Parole Evidence**
- 35.1 Contract 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.
- 36.0 **No Waiver**
- 36.1 Either party's failure to insist on strict performance of any term or condition of the Contract 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.
- 37.0 **Notices**
- 37.1 All notices to the Contractor regarding this Contract shall be sent to the address indicated in Attachment 9.
- 37.2 All notices to the ADES regarding this Contract shall be sent to the address indicated in section 4.0 Notices in the Scope of Work.
- 37.3 All notices shall reference the Contract number.
- 37.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the Contract shall not be necessary:
1. Change of telephone number;
 2. Changes in the name and/or address of the person to whom notices are to be sent;
 3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract.
- 37.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.
- 38.0 **Offshore Performance Of Work Prohibited**

- 38.1 Due to security and identity protection concerns, direct services under this Contract 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 its clients and may involve access to secure or sensitive data or personal client data 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, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers

39.0 Order of Precedence

- 39.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits; and
5. Documents referenced or included in the Request for Application.

40.0 Ownership of Intellectual Property

- 40.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.
- 40.2 Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.

41.0 Pandemic Contractual Performance

- 41.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 2. Alternative methods to ensure there are services or products in the supply chain.
 3. An up to date list of company contacts and organizational chart.
- 41.2 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 Contract impossible or impracticable, the State shall have the following rights:
1. After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 2. 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 as may be amended of the Arizona Procurement Code.
 3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

42.0 Payments

- 42.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 37.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.
- 42.2 The Contractor shall report to the Department in the manner prescribed in section 8.0 Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 42.3 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment up to the amount in dispute or default.
- 42.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the units authorized or contract/service reimbursement ceilings indicated in the Service Budget(s), as may be amended.
- 42.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the Contract without timely extension or renewal of the Contract.
- 42.6 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 42.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 42.8 The Contractor shall be responsible for paying all applicable taxes.
- 42.9 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 42.10 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor 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.
- 42.11 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 43.0 Payment Recoupment**
- 43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 43.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 43.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- 43.1.3 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;
- 43.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, Contracts, or payments;
- 43.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this Contract;
- 43.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 43.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 43.1.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 43.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
- 43.1.10 Any payments made for services rendered after the Contract termination date.

44.0 Personnel

44.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

45.0 Predecessor and Successor Contracts

45.1 The execution or termination of this Contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior Contract with the Contractor.

46.0 Professional Standards

46.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the Contract.

47.0 Reserve

48.0 Records

48.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

48.2 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:

48.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

48.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

48.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;

48.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;

48.2.5 Include original copies of 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 Contract;

48.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and,

48.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.

48.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

48.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except as may be provided in section 50.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

48.4.1 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

48.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

49.0 Relationship of Parties

49.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

49.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

49.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

50.0 Reporting Requirements

50.1 See section 8.0 Reporting Requirements in the Scope of Work.

50.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the Contract, unless otherwise provided in this Contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the Contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

50.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

51.0 Responsibility for Payments Indemnification

51.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

52.0 Right of Offset

52.1 The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages.

53.0 Severability

53.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

54.0 State's Contractual Remedies

54.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor 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 Contract under the Terms and Conditions or other rights and remedies available by law or provided by the Contract.

54.1.1 For designated agencies, termination shall comply with the Older American's Act legislation.

54.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor 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.

54.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Contract shall be amended in writing accordingly.

54.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

54.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

55.0 Subcontracts

55.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of ADES. The Contractor shall clearly list any proposed

- subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 55.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
- 55.2.1 Be on the Contractor's company letterhead;
- 55.2.2 Be signed by an authorized representative of the Contractor; and
- 55.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);
 4. The type of goods and/or services to be provided by the subcontractor;
 5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 55.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.
- 55.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 56.0 Substantial Interest Disclosure**
- 56.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 56.2 Leases or rental agreements or purchase of real property which would be covered by Section 55.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 56.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 57.0 Supporting Documents and Information**
- 57.1 In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 58.0 Suspension or Debarment**
- 58.1 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form Attachment 3.
- 59.0 Technical Assistance**
- 59.1 The Department will provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 60.0 Termination**
- 60.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 60.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also

- cancel this Contract as provided in A.R.S. § 38-511 as may be amended.
- 60.3 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 60.4 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 60.5 Termination for Convenience. The State reserves the right to terminate the Contract, 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 Contractor shall 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 Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 60.6 Termination for Default.
- 60.6.1 In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 60.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 60.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor 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 Contractor.
- 60.6.4 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 60.6.5 For designated agencies, termination shall comply with the Older American's Act legislation.
- 60.7 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 60.8 Termination for Any Reason. In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of 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 and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 60.9 In the event of termination or suspension of the Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- 60.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

61.0 Third-Party Antitrust Violations

- 61.1 The Contractor 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 Contractor, toward fulfillment of this Contract.

62.0 Transfer of Knowledge

- 62.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

63.0 Transition of Activities

- 63.1 In the event that a Contract is awarded to a new Contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new Contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new Contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

64.0 Unallowable Costs

- 64.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
- 64.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
- 64.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
 - 64.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - 64.2.3 OMB Circular A-21 for educational institutions.
 - 64.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

65.0 Visitation, Inspection and Copying

- 65.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.
- 65.2 Facilities Inspection and Materials Testing: The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

66.0 Warranties

- 66.1 The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall

- be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.
- 66.2 Liens: The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 66.3 Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials are used;
 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- 66.4 Fitness: The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 66.5 Inspection/Testing: The warranties set forth in subparagraphs 66.2 through 66.4 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 66.6 Compliance With Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 66.7 Survival of Rights and Obligations after Contract Expiration or Termination:
- 66.7.1 Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 66.7.2 Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 66.8 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 67.0 Limited English Proficiency
- 67.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).
- 68.0 Contract Documents
- 68.1 The following constitute an integral part of the Contract:
- 68.1.1 Terms and Conditions
 - 68.1.2 Scope of Work
 - 68.1.3 Administrative Methodology
 - 68.1.4 Service Methodologies
 - 68.1.5 Attachments
 - 68.1.6 Exhibits

PINAL GILA COUNCIL FOR SENIOR CITIZENS
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 019-0444	3. EFFECTIVE DATE OF AMENDMENT	4.
2. AMENDMENT #2 (4/19)	■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	

5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

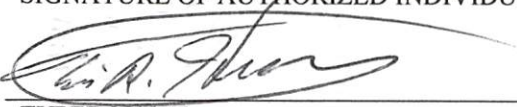
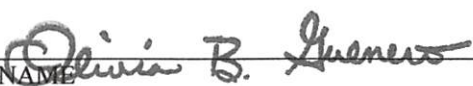
6. CONTENT OF AMENDMENT:

- A. To amend contract dated July 1, 2018.
- B. To render services from July 1, 2018 through June 30, 2019, in accordance with the amended contract operating budget and new service levels.

7. Funding Increase:

- i. Home Repair & Renovations (RPR) – Increasing contract reimbursement ceiling to \$24,406.

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9.	10.
GILA COUNTY COMMUNITY SERVICES DIVISION	PINAL-GILA COUNCIL FOR SENIOR CITIZENS
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE
	
TYPED NAME	TYPED NAME
Tim R. Humphrey	Olivia B. Guerrero
TITLE	TITLE
Chairman	President/CEO
DATE	DATE
5/21/19	

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 019-0444, Amendment #2 (4/19)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

- ☒ Area Agency on Aging, Region V (AAA)
☐ Supplemental Payment Program (SPP)
☐ Title V
☐ United States Department of Agriculture (USDA)
☐ Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term \$ 24,406

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2018 to June 30, 2019 is \$24,406

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐ 2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be as specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

☒ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Home Repair & Renovations (RPR)	\$24,406

3.0 **METHOD OF PAYMENT**

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. **The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

- [X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC).

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

- A. Pinal-Gila Council for Senior Citizens/AAA
- [] Congregate Monthly Meals Report (10th)
 - [] Home Delivered Meals Monthly Meals Report (10th)
 - [] Monthly Social Services (10th)
 - [] Congregate Meals Registration Form w/Nutrition Score - Weekly
 - [] Service Utilization Log (Service Log) (3rd)
 - [] Monthly Education/Activities Report (10th)
 - [] Calendar of Activities (10th)
 - [] Food Cost Report (10th)
 - [] Nutrition Education Report (10th)
 - [] Transportation Summary Sheet (10th)
 - [] Menu Cycle for RD approval - Quarterly
 - [] Outreach Report - Quarterly
 - [X] Social Service Report for Non-Registered Services (10th)
 - [] Monthly, Ramp Loan Report (10th)
- B. Supplemental Payment Program
- [] ASCAP – Arizona Standardized Client Assessment Form (3rd)
- C. Arizona Long Term Care Services (ALTCS)
- [] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGSCS, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Home Repair & Renovations	41	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGSCS policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract

activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
CONTRACT OPERATING BUDGET

Attachment A

Agency Name:	Contract Number: 019-0444	Amend. #2	FOR PERIOD	Prepared by: M. Buzan	Date: July 1, 2018
Gila County Community Services Division			From: 7/01/18 To: 6/30/19		

REVENUES

Services	Home Repair (RPR)						GRAND TOTAL
Totals	24,406						24,406
AREA AGENCY CEILING	24,406						24,406
TITLE V							0
U.S.D.A.							0
ALTCS							0
OTHER CEILING							0
OTHER CEILING							0
OTHER CEILING							0
REIMBURSEMENT CEILING	24,406						24,406
PROGRAM INCOME							0
NON-FEDERAL INKIND							0
NON-FEDERAL CASH							0
OTHER NON-FEDERAL CASH							0
TITLE V							0
OTHER FEDERAL							0
TOTAL REVENUE	24,406						24,406

EXPENSES

Budget Categories							
Personnel							0
ERE							0
Professional/Outside	15,855						15,855
Travel							0
Space							0
Equipment							0
Material/Supplies	8,551						8,551
Operating Svcs.							0
Allocated Indirect							
TOTAL EXPENSES	24,406						24,406
SUBTOTAL/Direct Svcs.							
SUBTOTAL/Purchased Svcs.	24,406						24,406
SERVICE TOTAL	24,406						0
No. of Units Direct	41						
No. of Units Purchased							
Unit Rate/Direct	595.27						
Unit Rate/Purchased							
Unit Rate/Contract							

PINAL GILA COUNCIL FOR SENIOR CITIZENS
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 019-0444	3. EFFECTIVE DATE OF AMENDMENT	4.
2. AMENDMENT #1 (10/18)	■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	

5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

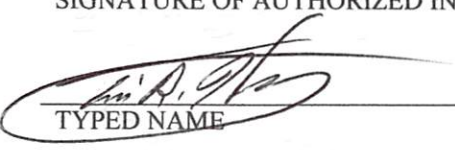
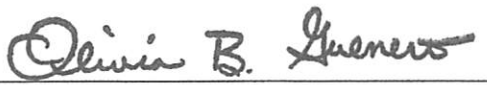
6. CONTENT OF AMENDMENT:

- A. To amend contract dated July 1, 2018.
- B. To render services from July 1, 2018 through June 30, 2019, in accordance with the amended contract operating budget and new service levels.

7. Funding Increase:

- i. Home Repair & Renovations (RPR) – Increasing contract reimbursement ceiling to \$10,226.

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9.	10.
GILA COUNTY COMMUNITY SERVICES DIVISION	PINAL-GILA COUNCIL FOR SENIOR CITIZENS
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE
	
TYPED NAME	TYPED NAME
Tim R. Humphrey	Olivia B. Guerrero
TITLE	TITLE
Chairman	President/CEO
DATE	DATE
11/13/2018	10/18/18

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 019-0444, Amendment #1 (10/18)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

- ☒ Area Agency on Aging, Region V (AAA)
- ☐ Supplemental Payment Program (SPP)
- ☐ Title V
- ☐ United States Department of Agriculture (USDA)
- ☐ Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term \$ 10,226

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2018 to June 30, 2019 is \$10,226

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐ 2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

☒ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Home Repair & Renovations (RPR)	\$10,226

3.0 **METHOD OF PAYMENT**

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. **The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

- ☒ A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

- A. Pinal-Gila Council for Senior Citizens/AAA
- ☐ Congregate Monthly Meals Report (10th)
 - ☐ Home Delivered Meals Monthly Meals Report (10th)
 - ☐ Monthly Social Services (10th)
 - ☐ Congregate Meals Registration Form w/Nutrition Score - Weekly
 - ☐ Service Utilization Log (Service Log) (3rd)
 - ☐ Monthly Education/Activities Report (10th)
 - ☐ Calendar of Activities (10th)
 - ☐ Food Cost Report (10th)
 - ☐ Nutrition Education Report (10th)
 - ☐ Transportation Summary Sheet (10th)
 - ☐ Menu Cycle for RD approval - Quarterly
 - ☐ Outreach Report - Quarterly
 - ☒ Social Service Report for Non-Registered Services (10th)
 - ☐ Monthly, Ramp Loan Report (10th)
- B. Supplemental Payment Program
- ☐ ASCAP – Arizona Standardized Client Assessment Form (3rd)
- C. Arizona Long Term Care Services (ALTCS)
- ☐ PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGSCS, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Home Repair & Renovations	31	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGSCS policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract

activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

... (2) include personnel records, which contain application for employment for
... and descriptions, hire and termination dates, wage rates, effective dates of personnel
... affecting any of these items; (3) include time and attendance records for
... individual employees to report all salaries and wages paid; (4) include records of the
... of all receipts and the deposit of all funds received by the Commission; (5) include
... original copies of all bills, invoices, bills of lading, etc., and a cash
... and uncollected checks to reflect all disbursements; (6) include to the
... of a written approved cost allocation plan to reflect the
... in which direct and indirect costs were to be charged to the contract
... of base-level agreements, royalties or any other arrangements
... which in any way in which contract expenditures; (7) maintain other significant
... of receipts of cash or services as applicable. And such records not maintained
... shall include an audit exception in the amount of the inadequately documented
... expenditures.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
CONTRACT OPERATING BUDGET

Attachment A

Agency Name:	Contract Number: 019-0444	Amend. #1	FOR PERIOD	Prepared by: M. Buzan	Date: July 1, 2018
Gila County Community Services Division			From: 7/01/18 To: 6/30/19		

REVENUES

Services	Home Repair (RPR)							GRAND TOTAL
Totals	10,226		0	0	0	0	0	10,226
AREA AGENCY CEILING	10,226							10,226
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	10,226	0	0	0	0	0	0	10,226
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	10,226	0						10,226
Budget Categories								

EXPENSES

Personnel								0
ERE								0
Professional/Outside	9,675							9,675
Travel								0
Space								0
Equipment								0
Material/Supplies	551							551
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	10,226	0						10,226
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svcs.	6,242	0						6,242
SERVICE TOTAL	6,242	0	0	0	0	0	0	0
No. of Units Direct	31							
No. of Units Purchased								
Unit Rate/Direct	201.35							
Unit Rate/Purchased								
Unit Rate/Contract								



Pinal-Gila Council for Senior Citizens

Area Agency on Aging
8969 W. McCartney Rd.
Casa Grande, Arizona 85194-7432
(520) 836-2758 1-800-293-9393
Fax (520) 421-2033

CONTRACT BETWEEN **PINAL-GILA COUNCIL FOR SENIOR CITIZENS** (The PGCSC)
and **GILA COUNTY COMMUNITY SERVICES DIVISION**

(The Provider)

located at **5515 South Apache St., Ste. 200, Globe, AZ 85501**

The PROVIDER is: ☐ Private Non-Profit Corporation
 ☐ Corporation
 ☒ Other: County Government

WHEREAS, THE PGCSC is duly authorized to execute and administer contracts under A.R.S. §41-1953.1 et seq.; and,

WHEREAS, THE PGCSC desires that THE PROVIDER deliver services and THE PROVIDER has agreed to deliver services pursuant to the terms and conditions herein;

THEREFORE, THE PGCSC AND THE PROVIDER agrees to abide by all the terms and conditions set forth in this Contract.

This document, its annexes, appendices and attachments, including any subcontracts, amendments and modifications shall constitute the entire Contract between the parties, and supersedes all other understandings, oral or written.

FOR AND ON BEHALF OF THE PGCSC:


SIGNATURE

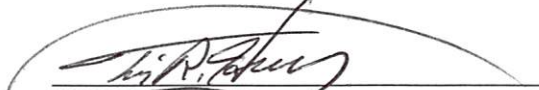
Olivia B. Guerrero, M.S.
TYPE NAME

PRESIDENT/CEO
TITLE

6/28/18
DATE

PGCSC #019-0444 FY18-19
CONTRACT I.D. NUMBER


FOR AND ON BEHALF OF THE PROVIDER:


SIGNATURE

Tim R. Humphrey
TYPE NAME

Chairman
TITLE

08/07/2018
DATE

ATTEST: 
Marian Sheppard, Clerk of the Board

Approved as to form:

Jefferson R. Dalton 8-7-18

Jefferson R. Dalton,

Deputy Gila County Attorney, Civil Bureau Chief

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 019-0444

GILA COUNTY COMMUNITY SERVICES DIVISION

- ☒ Area Agency on Aging, Region V (AAA)
- ☐ Supplemental Payment Program (SPP)
- ☐ Title V
- ☐ United States Department of Agriculture (USDA)
- ☐ Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term \$ 6,242

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2018 to June 30, 2019 is \$6,242

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐ 2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

☒ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Home Repair & Renovations (RPR)	\$6,242

3.0 **METHOD OF PAYMENT**

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. **The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

- [X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCS.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

- A. Pinal-Gila Council for Senior Citizens/AAA
- [] Congregate Monthly Meals Report (10th)
 - [] Home Delivered Meals Monthly Meals Report (10th)
 - [X] Monthly Social Services (10th)
 - [] Congregate Meals Registration Form w/Nutrition Score - Weekly
 - [] Service Utilization Log (Service Log) (3rd)
 - [] Monthly Education/Activities Report (10th)
 - [] Calendar of Activities (10th)
 - [] Food Cost Report (10th)
 - [] Nutrition Education Report (10th)
 - [] Transportation Summary Sheet (10th)
 - [] Menu Cycle for RD approval - Quarterly
 - [X] Outreach Report - Quarterly
 - [] Non-Client Supportive Service Report – FCSP and roster (10th)
 - [] Monthly, Ramp Loan Report (10th)
- B. Supplemental Payment Program
- [] ASCAP – Arizona Standardized Client Assessment Form (3rd)
- C. Arizona Long Term Care Services (ALTCS)
- [] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGCS, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Home Repair & Renovations	20	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep detailed books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGCS policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the

source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
CONTRACT OPERATING BUDGET

Attachment A

Agency Name:		Contract Number: 019-0444		FOR PERIOD		To: 6/30/19		Prepared by: M. Buzan		Date: July 1, 2018	
Gila County Community Services Division				From: 7/01/18							
REVENUES											
Services	Home Repair (RPR)										GRAND TOTAL
Totals	6,242		0	0	0	0	0	0	0		6,242
AREA AGENCY CEILING	6,242										6,242
TITLE V											0
U.S.D.A.											0
ALICS											0
OTHER CEILING											0
OTHER CEILING											0
OTHER CEILING											0
REIMBURSEMENT CEILING	6,242		0	0	0	0	0	0	0		6,242
PROGRAM INCOME											0
NON-FEDERAL INKIND											0
NON-FEDERAL CASH											0
OTHER NON-FEDERAL CASH											0
TITLE V											0
OTHER FEDERAL											0
TOTAL REVENUE	6,242		0								6,242
EXPENSES											
Budget Categories											
Personnel											0
ERE											0
Professional/Outside	5,742										5,742
Travel											0
Space											0
Equipment											0
Material/Supplies	500										500
Operating Svcs.											0
Allocated Indirect											
TOTAL EXPENSES	6,242		0								6,242
SUBTOTAL/Direct Svcs.											
SUBTOTAL/Purchased Svcs.	6,242		0								6,242
SERVICE TOTAL	6,242		0	0	0	0	0	0	0		0
No. of Units Direct	20										
No. of Units Purchased											
Unit Rate/Direct	312.10										
Unit Rate/Purchased											
Unit Rate/Contract											

PROGRAM/ADMINISTRATION SECTION**1.0 Authorized Signatory for Contractor:**

- 1.1 Gila County Community Services Division, FEI No. 2019-01-09
PROVIDER AGENCY NAME FEDERAL EMPLOYER IDENTIFICATION NUMBER
- 5515 S. Apache Avenue Ste. 200 Globe, AZ 85501 (928) 425-7631
Address Phone Number
- 1.2 Tommie Martin Chairman Board of Supervisors
Name of Principal Authorized Signatory Title

To execute contracts and amendments and is responsible for the delivery of Contract Services during the term of this Contract.

- 1.3 In the absence of the principal authorized signatory named above, Malissa Buzan
Name
Director is authorized to sign this Contract and any amendments thereto on behalf of the
Title
 Provider.

2.0 Notices:

- 2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:
Malissa Buzan, Director of Gila County Community Services Department
Name and Title
5515 S. Apache Avenue, STE 200, Globe, AZ 85501 (928) 425-7631
Address Phone Number
 FAX: (928) 425-9468 E-MAIL: mbuzan@gilacountyaz.gov
- 2.2 Daily contact regarding programmatic issues for this contract:
Estelle Belarde, Deputy Director of Gila County Community Services
Name and Title
5515 S. Apache Avenue, Ste.200 Globe, AZ 85501 (928) 425-7631
Address Phone Number
 FAX: (928) 425-9468 E-MAIL: ebelarde@gilacountyaz.gov
- 2.3 Financial contact for issues regarding to this contract:
Estelle Belarde, Deputy Director of Gila County Community Services
Name and Title
5515 S. Apache Avenue, Ste.200 Globe, AZ 85501 (928) 425-7631
Address Phone Number
 FAX: (928) 425-9468 E-MAIL: ebelarde@gilacountyaz.gov

- 2.4 The Provider shall address all notices relative to this Contract to the attention of:

President/CEO Telephone Number: (520) 836-2758
 Pinal-Gila Council for Senior Citizens FAX: 520-421-2033
 8969 W. McCartney Rd., Casa Grande, AZ 85194-7432 E-Mail: info@pgcsc.org

3.0 Contract Term:

The term of this Contract shall begin on July 1, 2018
 ■ or the date of last signature, whichever is later, and shall terminate on June 30, 2019

- 4.0 **Contract Purpose:** The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321; DHHS Grant Administration Regulations (45 CFR part 74); and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

☐ Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

<input checked="" type="checkbox"/> Home Repair & Renovations	<input type="checkbox"/> Congregate Meals	<u>Home Care Cluster:</u>
<input type="checkbox"/> Adult Day Health	<input type="checkbox"/> Home Delivered Meals	<input type="checkbox"/> Attendant Care
<input type="checkbox"/> Case Management – PSA II & V	<input type="checkbox"/> Transportation	<input type="checkbox"/> Housekeeping
<input type="checkbox"/> Legal	<input type="checkbox"/> Respite	<input type="checkbox"/> Personal Care
<input type="checkbox"/> Family Caregiver Services – Case Management - PSA II & V		

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

☐ A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

5.4.2 Intake Procedures

- A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.
- B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.
- C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

[illegible]

5.6 Facility Location:

Contract Services may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NUMBER WHERE THE SERVICES WILL BE PROVIDED. (IF SERVICES ARE PROVIDED IN CLIENTS HOME, LIST INFORMATION FOR FACILITY PRIMARY OFFICE LOCATION)	CONTRACT SERVICE(S)	SUBCONTRACTOR	DAYS AND HOURS OF OPERATION	GEOGRAPHIC COVERAGE
Gila County Community Services 5515 S. Apache Avenue, Ste 200 Globe, AZ 85501 Phone: (928) 425-7631 Fax: (928) 425-9468	Home Repair and Renovations		Monday – Friday 8am – 5pm	Gila County

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holidays):

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Good Friday | <input type="checkbox"/> Yom Kippur | (Other Holidays) |
| <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday | <input checked="" type="checkbox"/> Memorial Day | <input type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Day after Thanksgiving |
| <input type="checkbox"/> Lincoln's Birthday | <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Veteran's Day | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Washington's Birthday | <input checked="" type="checkbox"/> Labor Day | <input checked="" type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> President's Day | <input type="checkbox"/> Ros Hashanah | <input checked="" type="checkbox"/> Christmas Day | <input type="checkbox"/> _____ |

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

Scope of Work
Arizona Department of Economic Security (DES) – Area Agencies on Aging

25.0 HOME REPAIR AND RENOVATIONS

25.1 Purpose Statement

The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.

25.2 Service Description

25.2.1 Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.

25.2.2 Home repair increases or maintains independence of eligible individuals.

25.2.3 Home repair increases the individual's mobility, safety, and access to and around the home.

25.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

25.2.5 Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapter 3000, Sections 3100 and 3600 of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

25.3 Service Requirements – The Contractor shall:

25.3.1 Require that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.

25.3.2 For purposes of the Family Caregiver Support Program, require that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3000, Section 3600, as may be amended.

25.3.3 Examine and utilize all other available resources (e.g., funding) prior to providing the service.

25.3.4 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.

25.3.5 Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:

1. Building of ramps.
2. Cooler and heater repair/maintenance.
3. Widening of doorways.
4. Installation of grab bars.
5. Screen repair.
6. Installation of safety mats.
7. Window repair.
8. Minor roof repair.
9. Door repair.
10. Floor repair.

25.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.

25.4 Licensure/Certification Requirements – The Contractor shall:

25.4.1 Comply with all federal, state and local licensure/certification requirements.

25.4.2 Require that materials and work meet industry standards.

25.4.3 Require that all repairs and adaptations conform to state and local building codes.

25.5 Performance Measure

25.5.1 Number of individuals that receive services annually.

25.6 Reporting Unit

25.6.1 One unit of service equals one repair or adaptation.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

1. **Definitions** As used in these terms and conditions, the following terms have the following meaning:
- 1.1 **"Annex A"** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.
 - 1.2 **"Annex B"** is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.
 - 1.3 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.4 **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
 - 1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).
 - 1.6 **"Compensation"** means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.
 - 1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.8 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.
 - 1.10 **"Contract Services"** means the services to be delivered by the Contractor that are so designated in Annex A.
 - 1.11 **"Contractor"** means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.
 - 1.12 **"Days"** means calendar days unless otherwise specified.
 - 1.13 **"Department"** means Pinal-Gila Council for Senior Citizens (PGCSC_).
 - 1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.
 - 1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.16 **"Fiscal Year"** means the period beginning with July 1 and ending June 30.
 - 1.17 **"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 of greater value is received.
 - 1.18 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.19 **Procurement Officer** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.
- 1.20 **Reimbursement Ceiling** means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.
- 1.21 **PGCSC** is Pinal-Gila Council for Senior Citizens , is the designated Area Agency on Aging (AAA) for Region V.
- 1.22 **Scope of Work** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service" .
- 1.23 **Services** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.24 **Subcontract** means any Contract, express or implied, between the Contractor 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 the Contract.
- 1.25 **Vulnerable adult** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 PGCSC Uniform General Terms and Conditions;
 - 2.3.4 Annex A, Statement or Scope of Work;
 - 2.3.5 Specifications – Methodology;
 - 2.3.6 Annex B, Budget and Conditions of Payment
 - 2.3.7 Attachments;
 - 2.3.8 Exhibits; and
 - 2.3.9 Documents referenced or included in Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Contractor or their personnel will not be represented by PGCSC.
- 2.5 **Severability.** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parol Evidence.** This Contract 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 the document and no other understanding either oral or in writing shall be binding.

- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract 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.

3. Contract Administration and Operation.

- 3.1 **Records.** Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:
- 3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;
- 3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;
- 3.1.1.5 Include original copies of 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 contract;
- 3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.
- 3.2.3 The contractor 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 contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, 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.
- 3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the *(insert Contractor 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 Contractor 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. Please contact: *(insert Contractor contact person and phone number here)*"

- 3.3 **Audit.** Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and PGCSC, and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitted to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.
- 3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.
- 3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-awards audits, Department monitoring during the contract, and post-award audits.
- 3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:

3.5.1.1 Change of address of business office;

3.5.1.2 Change of telephone number;

3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;

3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;

3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or

3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.

3.6 **Advertising Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

4. Costs and Payments

4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.

4.1.1 Payments shall be made according to the methods of compensation defined as follows:

4.1.1.1 **Rate (or) Fixed Price** – The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment – Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

- 4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.
- 4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
 - 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC 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.
 - 4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.
- 4.4 **Availability of Funds.** PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor may mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
- 4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:
 - 4.6.1 Accept a decrease in price offered by the contractor;

- 4.6.2 Cancel the contract;
- 4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.1.1 Change in the reimbursement ceiling;
- 5.1.2 Contract term, if extended and/or reduced without terminating the contract;
- 5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;
- 5.1.4 Ownership or legal entity responsible for the contract;
- 5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;
- 5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,
- 5.1.7 Except where contract special terms and conditions provide otherwise.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

6. Risk and Liability

6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

6.3 Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract 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; injunction-intervention-acts; or failure 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.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 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

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 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 working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 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.

6.5 Third Party Antitrust Violations. The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.
- 7.5 **Year 2000**
 - 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract 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 Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract 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 Contract properly exchanges date-time data with it. If this Contract 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 Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
 - 7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.
 - 7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.
 - 7.6.3 The Contractor 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.
 - 7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract 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.

- 7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S. §23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

- 7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

- 7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

- 8.1 **Right to Assurance.** If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

- 8.2.1 PGCSC may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period(s) of days indicated by PGCSC after the order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor 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.

- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 8.3 **Non-exclusive Remedies.** The rights and the remedies of PGCSC under this Contract are not exclusive.

- 8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, PGCSC may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5 **Right of Offset.** PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

9 Contract Termination

- 9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 **Gratuities.** PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- 9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor 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 PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A. C. R2-7-701 shall apply.
- 9.5 **Termination for Default.**
- 9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC on demand.
- 9.5.3 PGCSC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor 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 Contractor.
- 9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

- 9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A. R. S. §12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contractor, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor'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 PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- 13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.
 - 13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.
 - 13.2 Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.
 - 13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.
 - 13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.
- 14 **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of not more than one year and a acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 15 **Confidentiality.** The Contractor 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 contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.
- 16 **Contract Extension.** PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.
- 17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
 - 17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

- 17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)
- 18 **Cooperation.** PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.
- 19 **Equipment.**
- 19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.
- 19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- 19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.
- 19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.
- 20 **Evaluation.** PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
21. **Fair Hearings and Service Recipients' Grievances.**
- 21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.
- 22 **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:
- 22.1 Personnel who are employed by the Contractor, 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 for the purpose of

- obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.
- 22.3 Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles 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.
- 22.4 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security 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).
- 22.5 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security 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.
- 22.6 Federally recognized Indian Tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

INSURANCE REQUIREMENTS:

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

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona and DES in no way 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- 23.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
- 23.1.1 **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |

- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.*
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

23.1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: *"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.*

23.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.1.4 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

23.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions: State of Arizona 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 Contractor, even if those limits of liability are in excess of those required by this Contract.

- a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- b. Coverage provided by the Contractor shall not be limited to the liability assumed un the indemnification provisions of this contract.

23.3 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address** and shall be sent by certified mail, return receipt requested.

23.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor 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 contract. If the contractor 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.

23.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish PGCSC and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by PGCSC and the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES –Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007.** The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

23.5 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to PGCSC and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

23.6 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. **Levels of Service.**

24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.

24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.

24.3 PGCSC Administration may obtain services under this contract.

24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.

24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

25 **Monitoring.** Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.

26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:

26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;

26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

- 26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.
- 26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
- 26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 26.6 Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;
- 26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;
- 26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
- 26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- 26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.
- 27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.
- 28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.
- 29 **Professional Standards.** The Contractor shall deliver contract 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 contract.
- 30 **Reporting and Client Referral Requirements.**
- 30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.
- 30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.
- 30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.
- 30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.
- 30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

- 30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC 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 PGCSC, in forfeiture of final payment.
- 30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.
- 31 **Substantial Interest Disclosure.**
- 31.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.
- 31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.
- 32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 33 **Technical Assistance.** PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 34 **Termination for Any Reason.**
- 34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of 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 and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.
- 34.2 In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.
- 34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

- 35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
- 35.3 OMB Circular A-21 for educational intuitions.
- 35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.
- 36 **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.
- 37 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- 38 **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.
- 39 **Federal Immigration and Nationality Act.**
- 39.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor 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 contract. I-9 forms are available for download at USCIS.GOV.
- 39.2 The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC may pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 40. **Inclusive Contractor.** Contractor 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. Contractor 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 Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - 2. Alternative methods to ensure there are services or products in the supply chain.
 - 3. An up to date list of company contacts and organizational chart.

- 41.1 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 contract impossible or impracticable, PGCSC shall have the following rights:
1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 2. PGCSC 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 AZ Procurement Code.
 3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).
42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.
43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.
44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
46. **Warranty of Service.** The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

TERMS AND CONDITIONS

1.0 Contract Term and Option to Extend

- 1.1 The term of the Contract shall be effective the date specified on the Contract Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 1.2 The State has no obligation to extend or renew this Contract. However, this Contract may be extended or renewed for multiple periods, or may be established as a multi-year Contract in its entirety or in part at the sole option of the State.
- 1.3 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. (No billable activity outside of the effective dates).

2.0 Definitions

- 2.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 2.2 "Award Date" means the date the Contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 2.3 "Contract" means the combination of the Request for Applications, Instructions to Applicants, Terms and Conditions, Scope of Work, Attachments, and Contract Amendments.
- 2.4 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 2.5 "Contractor" means any person who has a Contract with the State.
- 2.6 "Days" means calendar days unless otherwise specified.
- 2.7 "Department" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.
- 2.8 "Effective Date" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 2.9 "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 2.10 "Exhibit" means any item labeled as an Exhibit.
- 2.11 "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.
- 2.12 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 2.13 "May" indicates something that is not mandatory but permissible.
- 2.14 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 2.15 "Services" means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 2.16 "Shall, Must" indicates a mandatory requirement.
- 2.17 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 2.18 "Subcontract" means any Contract, expressed or implied, between the Contractor 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 the Contract.
- 2.19 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2.20 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 2.21 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

3.0 Advertising, Publishing and Promotion of Contract

- 3.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the

following statement: "This program was funded through a Contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

- 3.2 The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.0 Amendments or Modifications

- 4.1 This Contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Contract, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:
- 4.2.1 Change of telephone number;
- 4.2.2 Change in authorized signatory; and/or
- 4.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 4.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.0 Applicable Law

- 5.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 5.2 The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 5.3 Nothing in this Contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 5.4 The Contractor 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.
- 5.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 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 Contractor, its employees or agents, shall not utilize any federal funds under the terms of this Contract 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.
- 5.6 The Contractor 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.
- 5.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules. Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 5.8 Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

6.0 Arbitration

- 6.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1516, except as may be required by other applicable statutes (Title 41).

7.0 Assignment and Delegation

- 7.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

8.0 Audit

- 8.1 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 8.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
- 8.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 8.2.2 Summary schedule of prior audit findings
- 8.2.3 Auditor's Reports (detailed in the A-133)
- 8.2.4 Corrective Action Plan.
- 8.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- 8.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 8.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the Contract, and post-award audits.
- 8.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

9.0 Availability of Funds

- 9.1 The Department may reduce payments or terminate this Contract 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. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 9.2 **Availability of Funds for the Current State Fiscal Year**
- 9.2.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions without further recourse obligation or penalty:
- 9.2.2 Reduce payments or units authorized;
- 9.2.3 Accept a decrease in price offered by the Contractor;
- 9.2.4 Cancel the Contract; or
- 9.2.5 Cancel the Contract and re-solicit the requirements.
- 9.3 **Availability of Funds for the Next State Fiscal Year**
- 9.3.1 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

- 10.0 **Background Checks for Employment through the Central Registry** If providing direct services to children or vulnerable adults, the following shall apply:

- 10.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 10.2 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 of a Contractor and the subcontractor's employees; and
 4. Prospective employees of the Contractor or subcontractor at the request of the prospective employer.
- 10.3 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.
- 10.4
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.
- 10.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
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: <https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>.
- 10.6 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 clients.
- 10.7 The Contractor 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 Contract. The Request for Search of Central Registry for Background Check form is located at: <https://www.azdes.gov/opac>.
- 11.0 **Cancellation for Conflict of Interest**
- 11.1 Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 12.0 **Certification of Cost or Pricing Data**
- 12.1 The Contractor certifies that, to the best of the Contractor'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 Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.
- 13.0 **Certification Regarding Lobbying**
- 13.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)
- 14.0 **Code of Conduct**

- 14.1 The Contractor shall avoid any action that might create or result in the appearance of:
- 14.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract;
 - 14.1.2 Acting on behalf of the State without appropriate authorization;
 - 14.1.3 Provided favorable or unfavorable treatment to anyone;
 - 14.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
 - 14.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or
 - 14.2.6 Loss of impartiality when advising the State.
- 15.0 **Competitive Bidding**
- 15.1 The Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 16.0 **Confidentiality**
- 16.1 The Contractor 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 contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 16.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.
- 17.0 **Cooperation**
- 17.1 The Department may undertake or award other Contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- 18.0 **Cooperation with the Department's Investigation**
- 18.1 All Contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the Contract with ADES.
- 19.0 **Data Sharing Agreement**
- 19.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.
- 20.0 **Equipment**
- 20.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30)

- days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 20.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 20.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.
- 20.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 20.5 Under a fixed price Contract, Sections 20.1 through 20.4 do not apply unless specifically required by federal or state law.
- 21.0 **Evaluation**
- 21.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 21.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to Contract impact in support of Department goals.
- 22.0 **E-Verify Requirements**
- 22.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A as may be amended. (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.")
- 22.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 22.2.
- 23.0 **Fair Hearings and Service Recipients' Grievances**
- 23.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 23.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.
- 24.0 **Federal Immigration and Nationality Act**
- 24.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ADES upon request. These warranties shall remain in effect through the term of the Contract. The Contractor 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 Contract -9 forms are available for download at USCIS.GOV.

- 24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State determine that the Contractor or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

25.0 Fees and Program Income

- 25.1 Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

26.0 Fingerprinting

- 26.1 Contractor shall comply with, and shall ensure that all of Contractor'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 contract performance.

- 26.2 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 Contract. The Contractor 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 contract performance.

- 26.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

- 26.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

- 26.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles 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.

- 26.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

27.0 Force Majeure

- 27.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 27.2 Force Majeure shall not include the following occurrences:

- 27.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

- 27.2.2 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

- 27.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

- 27.3 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 working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as

- practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 27.4 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.
- 28.0 **Inclusive Contractor**
- 28.1 Contractor 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. Contractor 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 Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 29.0 **Indemnification**
- 29.1 Indemnification for Contractor:
- 29.1.1 **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
- 29.1.2 **Public Agency Language Only** Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 29.1.3 **Indemnification - Patent and Copyright** The Contractor 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 contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 29.2 **Indemnification Clause:**
- 29.2.1 The parties to this Contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this Contract is responsible for its own negligence.
- This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*
- 29.3 Indemnification for Subcontractor:
- 29.3.1 In addition, the Contractor shall cause its Contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. 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 such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

30.0 **Insurance Requirements**

- 30.1 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.
- 30.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona 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 Contractor"*.
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Arizona 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 Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease -- Each Employee \$ 500,000
 - Disease -- Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

5. **Fidelity Bond or Crime Insurance**

- Bond or Policy Limit \$ 100,000
- a. The bond or policy shall be issued with minimum limits of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for theft and mysterious disappearance.
- e. The bond or policy shall contain no requirement for arrest and conviction.
- f. The bond or policy shall cover loss outside the premises of the Named Insured

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona 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 Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. 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, 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 the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the Contractor 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 Contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk

Management Division. Such action will not require a formal contract amendment, but may be made by administrative action.

- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 30.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 30.2(G), 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 ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 30.0 above.

31.0 **IT 508 Compliance**

- 31.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and § 3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

32.0 **Levels of Service**

- 32.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent Contractor.
- 32.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 32.3 Any administration within the Department may obtain services under this Contract.
- 32.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 32.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 32.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

33.0 **Monitoring**

- 33.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

34.0 **Non-Discrimination**

- 34.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- 34.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 34.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 34.4 The Contractor 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 Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, 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.
- 34.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and 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 Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor 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 Contractor 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 Contractor 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 Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, (*insert Contractor contact person and phone number here*)"
- 35.0 **No Parole Evidence**
- 35.1 Contract 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.
- 36.0 **No Waiver**
- 36.1 Either party's failure to insist on strict performance of any term or condition of the Contract 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.
- 37.0 **Notices**
- 37.1 All notices to the Contractor regarding this Contract shall be sent to the address indicated in Attachment 9.
- 37.2 All notices to the ADES regarding this Contract shall be sent to the address indicated in section 4.0 Notices in the Scope of Work.
- 37.3 All notices shall reference the Contract number.
- 37.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the Contract shall not be necessary:
1. Change of telephone number;
 2. Changes in the name and/or address of the person to whom notices are to be sent;
 3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract.
- 37.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.
- 38.0 **Offshore Performance Of Work Prohibited**

38.1 Due to security and identity protection concerns, direct services under this Contract 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 its clients and may involve access to secure or sensitive data or personal client data 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, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers

39.0 **Order of Precedence**

39.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits; and
5. Documents referenced or included in the Request for Application.

40.0 **Ownership of Intellectual Property**

40.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

40.2 Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.

41.0 **Pandemic Contractual Performance**

41.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.2 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 Contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
2. 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 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

42.0 **Payments**

- 42.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 37.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.
- 42.2 The Contractor shall report to the Department in the manner prescribed in section 8.0 Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 42.3 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment up to the amount in dispute or default.
- 42.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the units authorized or contract/service reimbursement ceilings indicated in the Service Budget(s), as may be amended.
- 42.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the Contract without timely extension or renewal of the Contract.
- 42.6 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 42.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 42.8 The Contractor shall be responsible for paying all applicable taxes.
- 42.9 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 42.10 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor 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.
- 42.11 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 43.0 Payment Recoupment**
- 43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 43.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 43.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- 43.1.3 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;
- 43.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, Contracts, or payments;
- 43.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this Contract;
- 43.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 43.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 43.1.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 43.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
- 43.1.10 Any payments made for services rendered after the Contract termination date.

44.0 Personnel

44.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

45.0 Predecessor and Successor Contracts

45.1 The execution or termination of this Contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior Contract with the Contractor.

46.0 Professional Standards

46.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the Contract.

47.0 Reserve

48.0 Records

48.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

48.2 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:

- 48.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
 - 48.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - 48.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
 - 48.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
 - 48.2.5 Include original copies of 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 Contract;
 - 48.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and,
 - 48.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 48.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 48.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except as may be provided in section 50.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 48.4.1 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
 - 48.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

49.0 Relationship of Parties

49.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

49.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

49.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

50.0 Reporting Requirements

50.1 See section 8.0 Reporting Requirements in the Scope of Work.

50.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the Contract, unless otherwise provided in this Contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the Contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

50.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

51.0 Responsibility for Payments Indemnification

51.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

52.0 Right of Offset

52.1 The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages.

53.0 Severability

53.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

54.0 State's Contractual Remedies

54.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor 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 Contract under the Terms and Conditions or other rights and remedies available by law or provided by the Contract.

54.1.1 For designated agencies, termination shall comply with the Older American's Act legislation.

54.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor 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.

54.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Contract shall be amended in writing accordingly.

54.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

54.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

55.0 Subcontracts

55.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of ADES. The Contractor shall clearly list any proposed

- subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 55.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
- 55.2.1 Be on the Contractor's company letterhead;
- 55.2.2 Be signed by an authorized representative of the Contractor; and
- 55.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);
 4. The type of goods and/or services to be provided by the subcontractor;
 5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 55.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.
- 55.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 56.0 **Substantial Interest Disclosure**
- 56.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 56.2 Leases or rental agreements or purchase of real property which would be covered by Section 55.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 56.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 57.0 **Supporting Documents and Information**
- 57.1 In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 58.0 **Suspension or Debarment**
- 58.1 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form Attachment 3.
- 59.0 **Technical Assistance**
- 59.1 The Department will provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 60.0 **Termination**
- 60.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 60.2 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also

- cancel this Contract as provided in A.R.S. § 38-511 as may be amended.
- 50.3 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 50.4 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 50.5 Termination for Convenience. The State reserves the right to terminate the Contract, 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 Contractor shall 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 Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 50.6 Termination for Default.
- 50.6.1 In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 50.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 50.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor 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 Contractor.
- 50.6.4 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 50.6.5 For designated agencies, termination shall comply with the Older American's Act legislation.
- 50.7 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 50.8 Termination for Any Reason. In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of 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 and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 50.9 In the event of termination or suspension of the Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- 50.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

61.0 **Third-Party Antitrust Violations**

61.1 The Contractor 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 Contractor, toward fulfillment of this Contract.

62.0 **Transfer of Knowledge**

62.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

63.0 **Transition of Activities**

63.1 In the event that a Contract is awarded to a new Contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new Contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new Contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

64.0 **Unallowable Costs**

64.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

64.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

64.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

64.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

64.2.3 OMB Circular A-21 for educational institutions.

64.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

65.0 **Visitation, Inspection and Copying**

65.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

65.2 **Facilities Inspection and Materials Testing:** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

66.0 **Warranties**

66.1 The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall

be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

66.2 Liens: The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

66.3 Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials are used;
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

66.4 Fitness: The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

66.5 Inspection/Testing: The warranties set forth in subparagraphs 66.2 through 66.4 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

66.6 Compliance With Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

66.7 Survival of Rights and Obligations after Contract Expiration or Termination:

66.7.1 Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

66.7.2 Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

66.8 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

67.0 Limited English Proficiency

67.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

68.0 Contract Documents

68.1 The following constitute an integral part of the Contract:

68.1.1 Terms and Conditions

68.1.2 Scope of Work

68.1.3 Administrative Methodology

68.1.4 Service Methodologies

68.1.5 Attachments

68.1.6 Exhibits

Appendix A

1. 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 contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.
2. Notice is hereby given that this agreement is subject to cancellation for conflict of interest under A.R.S. 38-511. In addition, this agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
3. Pinal-Gila Council for Senior Citizens 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 defined by A.R.S. § 35-393.01. Violation of this certification by Pinal-Gila Council for Senior Citizens may result in action by Gila County up to and including termination of this Agreement.

ARF-5647

Regular Agenda Item 2. E.

Regular BOS Meeting

Meeting Date: 09/03/2019

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed bid for the purchase of Assessor's parcel number 305-10-022B.

Background Information

On May 11, 2016, the Gila County Treasurer deeded parcel number 305-10-022B to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. Per the Treasurer, the property is part of Westridge Drive in Young. The property adjoins Gila County Assessor parcel numbers 305-100-005F and 305-10-005M both are now owned by Gray Family Trust David C. and Janice K. Gray Trustees. It also adjoins Gila County Assessor parcel numbers 305-10-005P owned by Laurie Munn and 305-10-005N owned by AZ Christian Education Endowment Foundation Inc. Both Ms. Munn and Mr. Marvin Faber (ALEEF Treasurer) have signed off that they have no issues with the Grays purchasing the roadway.

On December 6, 2016, the Board of Supervisors held its annual auction and this property did not sell; therefore, it was added to a list of properties that are available for sale year-round. The lien amount for this property is \$473.52.

Evaluation

On August 21, 2019, the adjoining property owner submitted a sealed bid to the Clerk of the Board to purchase the subject parcel along with a letter for the Board of Supervisors to consider accepting a bid that is less than the lien amount due to the cost to clean up the property. If the bid is accepted by the Board, the adjoining land owner intends to maintain the roadway.

Gila County Resolution No. 15-05-05 states, "WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a

lesser price."

Conclusion

It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount; whereby, if the property is sold, it will go back on the County's tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of tax parcel number 305-10-022B.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 305-10-022B and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

Attachments

305-10-022B Sealed Bid Request

305-10-022B Information

305-10-022B Map

GILA COUNTY BOARD OF SUPERVISORS

BIDDER INFORMATION FORM

REQUEST TO PURCHASE PROPERTY HELD BY THE STATE UNDER TAX DEED
FOR **LESS** THAN THE TOTAL LIEN AMOUNT

PLEASE PRINT INFORMATION

BID FOR TAX PARCEL NO. 305-10-022~~B~~~~B~~B
 NAME: David & Janice K. Gray
 MAILING ADDRESS: PO Box 57 Young, AZ 85554
 PHONE NUMBER: 928-462-3851 Home 480-734-8483 Cell
 TAX PARCEL NUMBER AND ADDRESS OF LAND WHICH ADJOINS TAX-DEEDED PROPERTY:
305-10-005 F/250 W. Westridge DR & 305-10-005 M/245 W. Westridge DR
 NAME OF OWNER OF LAND WHICH ADJOINS TAX-DEEDED PROPERTY:
Gray Family Trust David C. and Janice K. Gray Trustees

BIDDER MUST FILL OUT SEALED BID FORM AND ENCLOSE IT IN A SEALED ENVELOPE

INFORMATION FOR QUIT CLAIM DEED:

☒ Please check here if you wish to take title as "Joint Tenants with Right of Survivorship"
 (i.e., John Doe and Mary Doe, as Joint Tenants with Right of Survivorship).

NAME (S) TO APPEAR ON QUIT CLAIM DEED:

David C. and Janice K. Gray

To be filled out by Clerk or Deputy Clerk:

Year Deeded to the State: 2010^{M-4} 2016 Total Lien Amount: ~~363.32~~ \$473.52

BOS Meeting Date:

BOS Action: **Approved:** _____ **Sold for \$** _____

Not Approved: _____

Amount Paid: _____ Receipt Number: _____

Method of Payment: Cash _____ Cashier's Check _____ Money Order _____

Recorder's ³⁰~~15~~ Fee: Cash _____ Personal Check _____

Quit Claim Deed to Recorder: _____

Please info Bidder Recording Fee is \$30.00

Rec'd, 8-21-19
by certified
mail- MS

12 Aug 2019

Gila County Board – Supervisors

1400 E Ash St

Globe, Arizona 85501

Re: State of Arizona Owned Parcel 305-10-022B

We are submitting a sealed bid to purchase reference parcel. It is currently part of a private road that adjoins two properties and provides access to a third, all of which are owned by us. It also provides access to several properties beyond this section.

Per earlier conversations with the Board of Supervisor we understand that we can submit a lesser bid as we own those adjacent properties and will have to assume the tax burden as well as the financial responsibility for maintaining the road as well as keeping the access open for other property owners beyond this section.

It was also requested that we obtain written approval of the other two adjoining property owners:

Parcel 305-10-005P Laurie Munn

See Attached

Parcel 305-10-005N AZ Christian Education Endowment Foundation Inc. Representative

See Attached

Please see attached Forms 3 & 4 for detailed information.

If you have any further questions, contact the undersigned at 928 462 3851. We appreciate your assistance.

Respectfully,


David and Janice Gray

David & Janice Gray PO Box 57, Young, Az 85554

Attachment to Sealed Bid

Please note that our bid takes in consideration the following:

- 1. We will be assuming the tax liability on a piece of property that can only be used as an access road; therefore it can't be sold for profit or used in any other capacity.**
- 2. Because this is a section of private road, we will also have to assume the financial responsibility to keep it graded and in good condition for access by other property owners beyond this section. Some of this cost is an average of \$150 or more annually for this section only to have it graded as well additional cost for fill material as required.**
- 3. We, ourselves, have also paid to have a culvert installed to keep the access useable over a seasonal creek that crosses this section in the amount of \$1050.**
- 4. As some of the survey description or markers cannot be verified, we will at some point have to pay for survey costs.**
- 5. We are submitting this bid so that as a good neighbor we can prevent this access from being wrongly abused in the future.**

I hope we have not disrespected your assessed value in any way and that you will accept our bid. We are open for negotiation or a counter if necessary. Thank you for your consideration.

09 July 2019

Gila County Board – Supervisors

1400 E Ash St

Globe, Arizona 85501

Re: State of Arizona Owned Parcel 305-10-022B

We are submitting a sealed bid to purchase reference parcel. It is currently part of a private road that adjoins two properties and provides access to a third, all of which are owned by us. It also provides access to several properties beyond this section.

Per earlier conversations with the Board of Supervisor we understand that we can submit a lesser bid as we own those adjacent properties and will have to assume the tax burden as well as the financial responsibility for maintaining the road as well as keeping the access open for other property owners beyond this section.

It was also requested that we obtain written approval of the other two adjoining property owners:

Parcel 305-10-005P Laurie Munn

Parcel 305-10-005N AZ Christian Education Endowment Foundation Inc. Representative

Marvin R. Faber ACEEF TREASURER
MARVIN R. FABER

Please see attached Forms 3 & 4 for detailed information.

If you have any further questions, contact the undersigned at 928 462 3851. We appreciate your assistance.

David and Janice Gray

David & Janice Gray PO Box 57, Young, Az 85554

09 July 2019

Gray Family Trust

David & Janice Gray Trustees

PO Box 57

Young, Az 85554

Attn: Gila County Board of Supervisors

Re: State of Arizona Owned Parcel 305-10-022B

We are submitting a sealed bid to purchase reference parcel. It is currently part of a private road that adjoins two properties and provides access to a third, all of which are owned by us. It also provides access to several properties beyond this section.

Per earlier conversations with the Board of Supervisor we understand that we can submit a lesser bid as we own those adjacent properties and will have to assume the tax burden as well as the financial responsibility for maintaining the road as well as keeping the access open for other property owners beyond this section.

It was also requested that we obtain written approval of the other two adjoining property owners:

Parcel 305-10-005P Laurie Munn

Laurie Paul Munn 7/12/2019

Parcel 305-10-005N AZ Christian Education Endowment Foundation Inc. (Currently under contract to Waite's Country Realty LLC, Curtis Cortez)

Please see attached Forms 3 & 4 for detailed information.

If you have any further questions, contact the undersigned at 928 462 3851. We appreciate your assistance.

David and Janice Gray

Property Profile**The Office of the Gila County Assessor**

1400 E. Ash Street Globe, AZ 85501 - Phone: (928) 402-8714

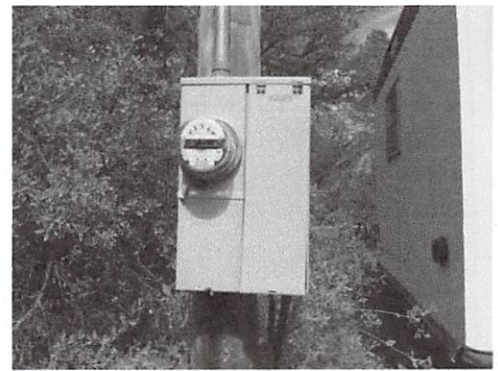
Account: R036952 Tax Year: 2019 Account Type: Mobile_Home
*Tax Rate: 0.000000 Version: 01/01/2019 Area ID: 0510
*Estimated Tax: \$0.00 Parcel: 30510005M Parcel Size: 3.18 - A
Status: Active

Name and Address Information

GRAY DAVID C & JANICE K
PO BOX 57
YOUNG, AZ 85554

Property Location

245 W Westridge DR
Young

**Legal Description**

Section: 23 Township: 09N Range: 13E N 220FT SE NW NE SEC 23 T9N R13E EXC W 30FT THEREOF.TOGETHER WITH EASEMENT FOR INGRESS EGRESS AND UTILITIES OVER PROP TO N AND EAST. APPROX 3.18 AC M/L DKT 522 PG 670. OUT OF 305-10-005B

Assessment Information

	2019		2018	
	FCV	Secondary Assessed	FCV	Secondary Assessed
Land	\$52,223	\$5,222	\$17,172	\$1,717
Improvements	\$4,144	\$414	\$4,071	\$407
Personal Property	-	-	-	-
Exempt	-	-	-	-
Total	\$56,367	\$5,636	\$21,243	\$2,124

	2019		2018	
	LPV	Primary Assessed	LPV	Primary Assessed
Value	\$19,614	\$1,961	\$18,680	\$1,868
Exempt	-	-	-	-
Total	\$19,614	\$1,961	\$18,680	\$1,868

User Remarks

* The results of this property tax estimation are for informational purposes only. County Assessors do not collect taxes, determine tax rates, or figure the total amount of taxes owed. Tax rates are set on or before the third week in August each year by the County Board of Supervisors. This calculation will be an ESTIMATE ONLY of the actual tax bill using the most current tax rates.

Property Profile**The Office of the Gila County Assessor**

1400 E. Ash Street Globe, AZ 85501 - Phone: (928) 402-8714

Account: R036943 Tax Year: 2019 Account Type: Residential
*Tax Rate: 0.000000 Version: 01/01/2019 Area ID: 0510
*Estimated Tax: \$0.00 Parcel: 30510005F Parcel Size: 9.55 - A
Status: Active

Name and Address Information

GRAY DAVID C & JANICE K TRUSTEES, GRAY FAMILY TRUST
PO BOX 57
YOUNG, AZ 85554

Property Location

250 W Westridge DR
Young 85554

Legal Description

Section: 23 Township: 09N Range: 13E SW NW NE SEC 23 T9N R13E EXC E 30' TOGETHER WITH EASEMENTS
OVER PROP LYING N & E FOR INGRESS & EGRESS APPROX 9.55 AC M/L

Assessment Information

	2019		2018	
	FCV	Secondary Assessed	FCV	Secondary Assessed
Land	\$94,882	\$9,488	\$92,157	\$9,216
Improvements	\$42,665	\$4,267	\$36,218	\$3,622
Personal Property	-	-	-	-
Exempt	-	-	-	-
Total	\$137,547	\$13,755	\$128,375	\$12,838

	2019		2018	
	LPV	Primary Assessed	LPV	Primary Assessed
Value	\$69,679	\$6,968	\$66,361	\$6,636
Exempt	-	-	-	-
Total	\$69,679	\$6,968	\$66,361	\$6,636

User Remarks

* The results of this property tax estimation are for informational purposes only. County Assessors do not collect taxes, determine tax rates, or figure the total amount of taxes owed. Tax rates are set on or before the third week in August each year by the County Board of Supervisors. This calculation will be an ESTIMATE ONLY of the actual tax bill using the most current tax rates.



Property Profile**The Office of the Gila County Assessor**

1400 E. Ash Street Globe, AZ 85501 - Phone: (928) 402-8714

Account: R037069 Tax Year: 2019 Account Type: Residential
*Tax Rate: 0.000000 Version: 01/01/2019 Area ID: 0500
*Estimated Tax: \$0.00 Parcel: 30510020A Parcel Size: 5.99 - A
Status: Active

Name and Address Information

GRAY DAVID C & JANICE K TRSTE/TRUST
PO BOX 57
YOUNG, AZ 85554

Property Location

294 W Westridge DR
Young 85554

**Legal Description**

Section: 23 Township: 09N Range: 13E PT NE SEC 23 T9N R13E; COMM AT N4 COR SEC 23; TH S 00-09-30 W 658.27' TO POB; TH S 89-53-25 E 330.54'; TH S 00-10-21 W 329.14'; TH S 89-53-24 E 131.94'; TH S 00-10-41 E 329.14'; TH N 89-53-22 W 462.23'; TH N 00-09-30 E 658.23' POB; =5.99 ACRES M/L (AKA PCLBOF ROS 791). (OUT OF 305-10-005-R)

Placeholder

Assessment Information

	2019		2018	
	FCV	Secondary Assessed	FCV	Secondary Assessed
Land	\$73,652	\$7,365	\$46,163	\$4,616
Improvements	\$266,221	\$26,622	\$235,408	\$23,541
Personal Property	-	-	-	-
Exempt	-	-	-	-
Total	\$339,873	\$33,987	\$281,571	\$28,157

	2019		2018	
	LPV	Primary Assessed	LPV	Primary Assessed
Value	\$283,662	\$28,366	\$270,154	\$27,015
Exempt	-	-	-	-
Total	\$283,662	\$28,366	\$270,154	\$27,015

User Remarks

* The results of this property tax estimation are for informational purposes only. County Assessors do not collect taxes, determine tax rates, or figure the total amount of taxes owed. Tax rates are set on or before the third week in August each year by the County Board of Supervisors. This calculation will be an ESTIMATE ONLY of the actual tax bill using the most current tax rates.

This is Part of Westridge Dr
Young

TREASURER'S OFFICE

Gila County, Arizona

March 28, 2016

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

**WESTRIDGE TRUST FBO THE PUBLIC
C/O BARBARA J MINER**

and situated in Gila County, Arizona:

PARCEL # 30510022B ACCOUNT # R037081

**Legal Description: Section: 0023 Township: 09N Range: 13E
THE EAST 30' OF THE SW1/4 NW1/4 NE1/4 AND THE WEST 30'
OF THE SE 1/4 NW1/4 NE1/4 ALL IN SECTION 23 T9N R13E
THEREO**

which on **17 th day of February , 2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to
\$ **423.52**
as represented in Tax Sale Certificate No. **11034877**

If redemption according to law be not made before the **30 th day of
June, 2016 .**

I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.



TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **11 th** day of **May, 2016** notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **30 th** day of **June, 2016**, a Treasurer's Deed will issue to the said grantee, and

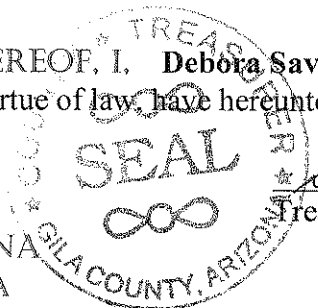
WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **30510022B**

ACCOUNT NUMBER: **R037081**

DESCRIBED AS : **Section: 0023 Township: 09N Range: 13E THE EAST 30' OF THE SW1/4 NW1/4 NE1/4 AND THE WEST 30' OF THE SE 1/4 NW1/4 NE1/4 ALL IN SECTION 23 T9N R13E THEREOF ; =0.91 ACRE M/L (OUT OF 305-10-005X)**

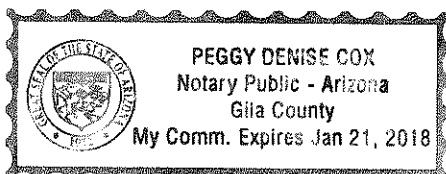
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **JULY, 2016**.



Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **JULY, 2016** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: **1-21-2018**

305-10-022B

**THIS PROPER
FORECL
DELINQU**

305-10

Notice is hereby given that **STAT**
has applied for a Treasurer's Deed to
property owned by:

**WESTRIDGE TRUST F.
C/O BARBARA**

and situated in Gila County, Arizona:
PARCEL # 30510022B ACCOUNT # 1

**Legal Description: Section: 0023 Town:
EAST 30' OF THE SW1/4 NW1/4 NE1/4
THE SE 1/4 NW1/4 NE1/4 ALL IN SECT.**

which on 17 th day of February, 2011 w.
ARIZONA
for taxes, interest and penalties and charges am
\$ **423.52**
as represented in Tax Sale Certificate No. **1103.**

If redemption according to law be not made before
June, 2016,
I will convey said premises unless the property is re-
stated date a treasurer's deed will be executed and deli
board of supervisors acting on behalf of this state.

Debo-



305-10-0223 Westridge Dr / Vanna, AZ

**THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
305-10-022B**

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:
**WESTRIDGE TRUST FBO THE PUBLIC
C/O BARBARA J MINER**

and situated in Gila County, Arizona:
PARCEL # 30510022B ACCOUNT # R037081

**Legal Description: Section: 0023 Township: 09N Range: 13E THE
EAST 30' OF THE SW1/4 NW1/4 NE1/4 AND THE WEST 30' OF
THE SE 1/4 NW1/4 NE1/4 ALL IN SECTION 23 T9N R13E THEREO**

which on **17th** day of **February**, **2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to
\$ **423.52**
as represented in Tax Sale Certificate No. **11034877**

If redemption according to law be not made before the **30th** day of
June, 2016.

I will convey said premises unless the property is redeemed before the
stated date, a Treasurer's deed will be executed and delivered to the county
board of supervisors acting on behalf of this state.

Debora Savage
TREASURER'S OFFICE
Gila County, Arizona

305-10-022B

Westridge Dr / Young, AZ.



DEAD END
IKE CLARK
WESTRIDGE DR

305-10-022B Westridge Dr / Young, AZ.

PT SECTION 23
T9N R13E

305-10
3 of 5
CODE 0510
UPDATED 11-18-13

SEE MAP 305-02 1 of 4

TONTO NATIONAL FOREST

SEE MAP 305-10 1 of 5

SEE MAP 305-10 2 of 5

SEE MAP 305-10 4 of 5

GILA COUNTY ASSESSOR

SCALE = 1" = 200'

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

Regular BOS Meeting

Meeting Date: 09/03/2019
Submitted For: Malissa Buzan, Director
Submitted By: Patricia Campos, Section 8 Housing Program Administrator
Department: Community Services
Division: Comm. Action Program/Housing Servs.

InformationRequest/Subject

Section Eight Management Assessment Program (SEMAP) Certification.

Background Information

The Section Eight Management Assessment Program (SEMAP) measures the performance of the public housing agencies (PHAs) that administer the Housing Choice Voucher program in 14 key areas.

SEMAP will help the U.S. Department of Housing and Urban Development (HUD) target monitoring and assistance to PHA programs that need the most improvement.

SEMAP is used to remotely measure PHA performance and administration of the Housing Choice Voucher Program. SEMAP uses HUD's national database of tenant information and information from audits conducted annually by independent auditors. HUD will annually assign each PHA a rating on each of the 14 indicators and an overall performance rating will be received of "high", "standard", or "troubled". Metropolitan PHAs will also be able to earn bonus points for their achievements in encouraging assisted families to choose housing in low poverty areas.

Evaluation

The collection of this information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section Eight tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies and to assign an overall performance rating to the PHA.

By the Board of Supervisors approving the SEMAP Certification, it will ensure Gila County's PHA is in compliance with HUD rules and regulations and will enable HUD to provide a performance rating to the Gila County Public Housing Agency.

Conclusion

By the Board of Supervisors approving the SEMAP Certification, the Gila County Public Housing Agency will be in compliance with HUD regulations.

Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve the SEMAP Certification.

Suggested Motion

Approval of the Section Eight Management Assessment Program (SEMAP) Certification to finalize the FY 2019 U.S. Department of Housing and Urban Development (HUD) contractual obligations and to ensure that the Gila County Public Housing Agency receives a performance rating from HUD.

Attachments

SEMAP FY2019

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 02/29/2020)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Gila County	6/30	8/14/2019

Check here if the PHA expends less than \$300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

- Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes ☒ No ☐
- Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☒ At least 98% of units sampled ☐ 80 to 97% of units sampled ☐ Less than 80% of units sampled
- Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☒ At least 90% of files sampled ☐ 80 to 89% of files sampled ☐ Less than 80% of files sampled
- Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes ☒ No ☐
- HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes ☒ No ☐
- HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☒ At least 98% of cases sampled ☐ Less than 98% of cases sampled

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

PHA Response

Yes

☐

No

☐

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response

Yes

☐

No

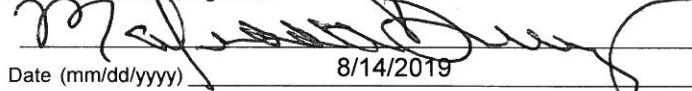
☒

If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature


Date (mm/dd/yyyy) 8/14/2019

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) _____

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

ARF-5630

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 09/03/2019

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

THAT Brewery & Pub/Rimside Grill's Application for a Permanent Extension of Premises/Patio Permit.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body.

Tamara Lynne Morken of THAT Brewery & Pub/Rimside Grill submitted an application to permanently extend the premises/patio where liquor is permitted to be served.

Evaluation

The application has been reviewed by the Clerk of the Board and by the Building Official of the Community Development Department regarding the proposed extended area for liquor to be served. The application clearly indicates that the extended area will include the patio and THAT Brewery & Pub/Rimside Grills staff will be provided the required training.

Conclusion

This application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the DLLC for a final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC.

Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Lynne Morken to permanently extend the premises where liquor is permitted to be served at THAT Brewery & Pub/Rimside Grill located in Pine.

Attachments

THAT Brewery & Pub Application

CD Response

Received 8/9/19



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

Notice: Allow 30-45 days to process permanent change of premises

☒ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

fenced in volleyball & horse shoes so people can take drinks out there.

☐ Temporary change (No Fee) for date(s) of: ___/___/___ through ___/___/___ list specific purpose for change:

1. Licensee's Name: ^{DM} ~~Tamara~~ Morken Tamara Lynne License#: 11043006
Last First Middle
2. Mailing address: PO Box 1751, Pine AZ 85544
Street City State Zip Code
3. Business Name: THAT Brewery & Pub / Rimside Grill
Street City State Zip Code
4. Business Address: 3270 N. Hwy 87, POB 90, Pine AZ 85544
Street City State Zip Code
5. Email Address: tamara@thatbrewery.com
6. Business Phone Number: 928-476-3349 Contact Phone Number: 602-909-4790

7. Is extension of premises/patio complete?

☐ N/A ☒ Yes ☐ No If no, what is your estimated completion date? ___/___/___

8. Do you understand Arizona Liquor Laws and Regulations?

☒ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?

☐ Yes ☒ No

10. Have you received approved Liquor Law Training?

☒ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area? Fencing,
'no alcohol beyond fence' signage, additional staff training

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

- ☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

☐ Approval ☐ Disapproval by **DLLC**: _____ Date: ____/____/____

Notary

I, (Signature) Tamara Lynne Morken hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

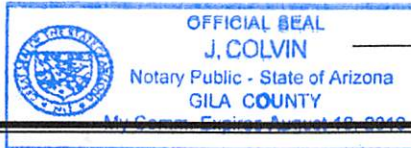
State of Arizona

County of Gila }

On this 1 Day of August, 2019 before me personally appeared Tamara Lynne Morken
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

(Affix Seal Above)



Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval

☐ Disapproval

Authorized Signature

Title

Agency

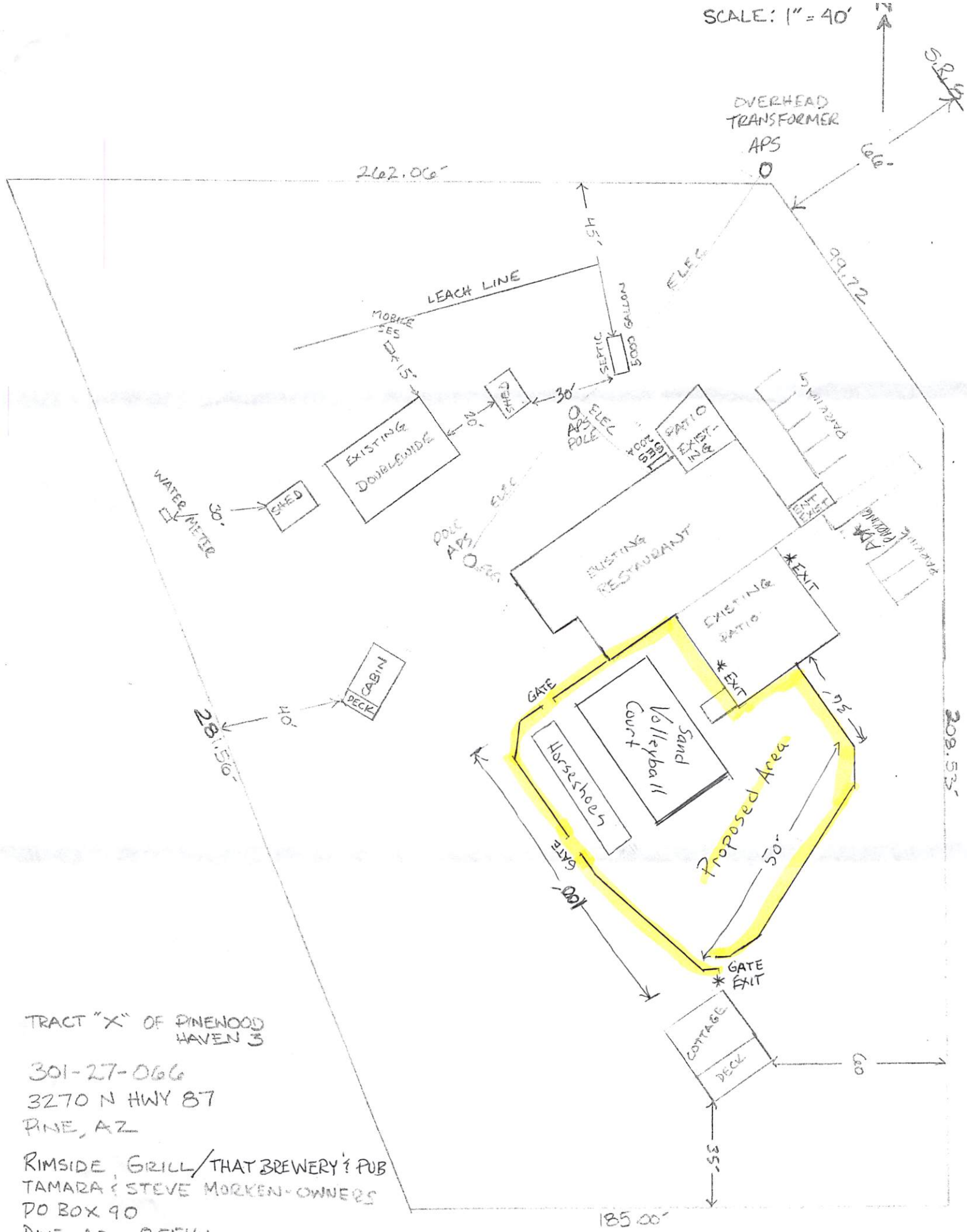
Date

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

SCALE: 1" = 40'



TRACT "X" OF PINWOOD
HAVEN 3

301-27-066
3270 N HWY 87
PINE, AZ

RIMSIDE GRILL/THAT BREWERY? PUB
TAMARA & STEVE MORKEN - OWNERS
PO BOX 90
PINE, AZ 85544



INTEROFFICE MEMORANDUM

DATE: August 13, 2019
TO: Scott Buzan, Community Development Division
FROM: Marian Sheppard, Clerk of the Board of Supervisors
SUBJECT: APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Tamara Lynne Morken to permanently extend the liquor license service area at THAT Brewery & Pub / Rimside Grill located in Pine, Arizona.


A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

THIS ESTABLISHMENT DOES DOES NOT (circle one) MEET THE BUILDING CODE REQUIREMENTS FOR A (TEMPORARY OR PERMANENT) EXTENSION OF PREMISES/PATIO PERMIT.

Community Development Division:


Scott Buzan, Chief Building Official
Randall Pluimen

Date:

8/27/19

ARF-5637

Consent Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 09/03/2019

Reporting Period: For the month of August 2019

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources reports for the month of August 2019.

Suggested Motion

Acknowledgment of the Human Resources reports for the month of August 2019.

Attachments

HR Summary Report

08/06/19 Human Resources Report

08/13/19 Human Resources Report

08/20/19 Human Resources Report

08/27/19 Human Resources Report

Summary

Human Resources Action Items

Year To

Date

Jan-19

Feb-19

Mar-19

Apr-19

May-19

Jun-19

Jul-19

Aug-19

Sep-19

Oct-19

Nov-19

Dec-19

DEPARTURES	86	10	7	10	8	9	11	14	17				
NEW HIRES REGULAR STATUS	61	8	7	10	4	10	4	6	12				
NEW HIRES TEMPORARY STATUS	19	1	0	0	1	0	16	0	1				
END OF PROBATIONARY PERIOD	73	9	10	10	12	5	2	12	13				
DEPARTMENTAL TRANSFERS	27	3	3	1	6	2	5	5	2				
OTHER ACTIONS	124	15	5	9	11	5	11	40	28				
REQUEST TO POST	64	5	6	7	8	6	8	12	12				
Total Transactions	454	51	38	47	50	37	57	89	85	0	0	0	0

HUMAN RESOURCES ACTION ITEMS
AUGUST 6, 2019

DEPARTURES:

1. Marcus Barajas – Sheriff’s Office – Summer Youth Participant – 07/26/19 – General Fund – DOH 06/10/19
2. Skyley Mikeworth – Public Works/Community Development – Summer Youth Participant – 07/26/19 – Public Works(.50)/General(.50) Funds – DOH 06/10/19
3. Dylan Olson – Elections – Summer Youth Participant – 07/26/19 – General Fund – DOH 06/10/19
4. Samuel Benedetto – Elections – Summer Youth Participant – 07/26/19 – General Fund – DOH 06/10/19
5. Veronica Fierro-Nava – Community Development – Summer Youth Participant – 07/26/19 – General Fund – DOH 06/10/19
6. Jacob Miles – Health and Emergency Services/Community Services – Summer Youth Participant – 07/26/19 – Health Service(.50)/SNAP(.50) Funds – DOH 06/10/19
7. Dalila Camacho-Hernandez – Public Fiduciary – Summer Youth Participant – 07/26/19 – General Fund – DOH 06/10/19
8. Audrianna Hernandez – County Attorney’s Office – Summer Youth Participant – 08/09/19 – General Fund – DOH 06/10/19
9. Karen Aguero Ponce – Health and Emergency Services – Community Health Specialist – 08/16/19 – WIC Fund – DOH 03/28/16
10. Gabriel Arrellin – Health and Emergency Services – Animal Control Officer – 08/09/19 – General Fund – DOH 02/21/17

NEW HIRES:

11. Savannah Barajas – Health and Emergency Services – Administrative Clerk Senior - 08/19/19 – General Fund – Replacing Patricia Dodd
12. Aaron Heck – Sheriff’s Office - Deputy Sheriff – 08/19/19 – General Fund – Replacing Tucker Kilbourne

END PROBATIONARY PERIOD:

13. S. Wayne Jones – Public Works – Road Maintenance and Equipment Operator Senior – 08/13/19 – Public Works Fund
14. Justin Simpson – Public Works – Road Maintenance and Equipment Operator Senior – 08/13/19 – Public Works Fund
15. Brandi Kriley – Sheriff’s Office – Detention Officer Sgt. – 08/12/19 – General Fund

DEPARTMENTAL TRANSFERS:

16. Mark Joerns – From Sheriff’s Office – To Superior Court – From Detention Officer – To Bailiff – 08/12/19 – General Fund – Replacing Echo Fulton

OTHER ACTIONS:

17. Brandon Allinson – Community Services – From Summer Youth Participant – To Temporary Community Services Worker – 07/29/19 – SNAP Fund – Continuing temporary employment
18. Donald Engler – Sheriff’s Office – Deputy Sheriff Sgt. – 07/03/19 – General Fund – Change in overtime fund
19. Bethel Bennett – Administrative Services – Administrative Clerk – 07/31/19 – General Fund – Change in resignation date from 07/30/19 to 07/31/19

HUMAN RESOURCES ACTION ITEMS

AUGUST 6, 2019

PAGE 2 OF 2

REQUEST TO POST:

- 20. Health and Emergency Services – Animal Control Officer – Vacated by Gabriel Arrellin
- 21. Health and Emergency Services – Community Health Specialist – Vacated by Karen Aguero Ponce
- 22. Health and Emergency Services – Community Health Specialist(.50) – Vacated by Brittany Francis
- 23. Public Works – Road Maintenance and Equipment Operator – Vacated by Zackery Andrade

HUMAN RESOURCES ACTION ITEMS
AUGUST 13, 2019

DEPARTURES:

1. Arielle O'Connor – Public Works – Summer Youth Participant – 08/09/19 – Public Works – DOH
06/10/19

NEW HIRES:

2. Susan Smith – Public Works – Road Maintenance and Equipment Operator – 09/03/19 – Public Works
Fund – Replacing S. Wayne Jones
3. Robert Reilly – Public Works – Road Maintenance and Equipment Operator – 08/19/19 – Public Works
Fund – Replacing Justin Simpson

END PROBATIONARY PERIOD:

4. Jennifer Kimes – Clerk of Superior Court – Court Service Business Manager – 07/29/19 – General Fund
5. Patricia Loos – Public Fiduciary – Public Fiduciary Services Specialist – 08/01/19 – General Fund
6. Antonella Campos – Public Fiduciary – Public Fiduciary Services Specialist Senior – 08/01/19 –
General Fund
7. Robert Campbell – Sheriff's Office – Deputy Sheriff – 07/29/19 – General Fund
8. Cody Scholnick – Sheriff's Office – Detention Officer – 08/13/19 – General Fund

OTHER ACTIONS:

9. Jeff Taylor – Public Works – Road Maintenance and Equipment Operator – 08/19/19 – Public Works
Fund – Salary correction
10. Ashley Boyse – Public Works – Road Maintenance and Equipment Operator – 08/19/19 – Public Works
Fund – Salary correction
11. Paul Maniaci – Public Works – Road Maintenance and Equipment Operator – 08/19/19 – Public Works
Fund – Salary correction
12. Jenny Shults – Public Works – Road Maintenance and Equipment Operator – 08/19/19 – Public Works
Fund – Salary correction
13. Archie Speer – Public Works – Road Maintenance and Equipment Operator – 08/19/19 – Public Works
Fund – Salary correction

REQUEST TO POST:

14. Library District – Library Clerk – FY20 position

HUMAN RESOURCES ACTION ITEMS
AUGUST 20, 2019

DEPARTURES:

1. Tara Haupt – Community Development – Permit Technician – 08/22/19 – General Fund – DOH 05/28/19
2. Robert Bulloch – Sheriff's Office – Deputy Sheriff – 08/23/19 – General Fund – DOH 08/27/18
3. Lester Aker – Public Works – Vehicle and Equipment Mechanic – 09/20/19 – Public Works Fund – DOH 01/07/19

NEW HIRES:

4. Jonathan Bearup – Superior Court – Court Administrator – 09/03/19 – General Fund – Replacing Jonathan Bearup
5. Carter Tatum – Sheriff's Office – Detention Officer – 09/02/19 – General Fund – Replacing Sharisse Kubala
6. Robert Poeling – Public Works – Building Maintenance Technician – 08/19/19 – Facilities Management Fund – Replacing Chris Spencer

END PROBATIONARY PERIOD:

7. Marylyn Lee – Sheriff's Office – Detention Officer – 08/20/19 – General Fund
8. Robert Keefe – Probation – Deputy Probation Officer IV – 08/27/19 – JPSF Treatment Fund

OTHER ACTIONS:

9. Cassie Ornelas – Superior Court – Deputy Court Administrator – 09/03/19 – General Fund – End of special assignment
10. Taylor Conway – Probation – Deputy Probation Officer I – 08/26/19 – From State Aid Enhancement Fund – To Adult Intensive Probation Supervision Fund – Replacing Connor Stenson
11. Brenda Newton – Probation – Deputy Probation Officer II – 08/26/19 – From Adult Probation Service Fees Fund – To State Aid Enhancement Fund – Replacing Taylor Conway
12. Kristopher Tower – Health and Emergency Services – Animal Control Officer – 07/01/19 – From General Fund – To Rabies Control Fund – FY20 fund code correction
13. Ramona Scales – Health and Emergency Services – Health Services Program Manager – 07/01/19 – From General Fund – To Health Service Fund – FY20 fund code correction
14. Anthony Puskaric – Health and Emergency Services – Animal Control Officer – 07/01/19 – From General Fund – To Rabies Control Fund – FY20 fund code correction
15. Bianca Melford – Health and Emergency Services – Administrative Clerk Senior – 07/01/19 – From General Fund – To Health Service Fund – FY20 fund code correction
16. Von Marschik – Health and Emergency Services – Public Health Nurse – 07/01/19 – From General(.95)/TB(.05) Funds – To Health Service(.95)/TB(.05) Funds – FY20 correction
17. Hortencia Lovin – Health and Emergency Services – Public Health Nurse – 07/01/19 – From General Fund – To Health Service Fund – FY20 fund code correction
18. Michael Lemon – Health and Emergency Services – Environmental Health Specialist – 07/01/19 – From General(.30)/ Prop 201 Smoke Free AZ Act(.70) Funds – To Health Service(.30)/ Prop 201 Smoke Free AZ Act(.70) Funds – FY20 fund code correction
19. Felicia Ihrig – Health and Emergency Services – Animal Care Worker – 07/01/19 – From General Fund – To Rabies Control Fund – FY20 fund code correction
20. Jennifer Hicklin – Health and Emergency Services – Environmental Health Specialist – 07/01/19 – From General Fund – To Health Service Fund – FY20 fund code correction

HUMAN RESOURCES ACTION ITEMS

AUGUST 20, 2019

PAGE 2 OF 2

21. John Castaneda – Health and Emergency Services – Animal Regulations Enforcement Manager – 07/01/19 – From General Fund – To Rabies Control Fund – FY20 fund code correction
22. Debra Blevins – Health and Emergency Services – Accounting Analyst – 07/01/19 – Various Funds – FY20 fund code correction
23. Sheldon Benedict – Health and Emergency Services – Animal Control Officer – 07/01/19 – From General Fund – To Rabies Control Fund – FY20 fund code correction
24. Gabriel Arrellin – Health and Emergency Services – Animal Control Officer – 07/01/19 – From General Fund – To Rabies Control Fund – FY20 fund code correction
25. Marcela Amaya – Health and Emergency Services – Administrative Clerk – 07/01/19 – From General Fund – To Health Service Fund – FY20 fund code correction

REQUEST TO POST:

26. Community Development – Permit Technician – Vacated by Tara Haupt
27. Public Works – Vehicle and Equipment Mechanic – Vacated by Lester Aker
28. Health and Emergency Services – Temporary Part-Time Administrative Clerk – FY20 grant funded

HUMAN RESOURCES ACTION ITEMS
AUGUST 27, 2019

DEPARTURES:

1. Lauren Lopez – Health and Emergency Services – Summer Youth Participant – 08/16/19 – Health Service(.50)/Teen Pregnancy Prevention Services(.50) Funds – DOH 06/10/19
2. Thomas Zienka – Public Works – Road Maintenance and Equipment Operator Senior – 09/05/19 – Public Works Fund – DOH 03/13/17
3. Jeremy Friestad – Public Works – Vehicle and Equipment Mechanic Senior – 08/22/19 – Public Works Fund – DOH 08/16/10

NEW HIRES:

4. Karen Agüero Ponce – Library District – Early Literacy Community Liaison – 09/03/19 – Library District Grants Fund – Replacing Alyssa Griffin
5. Jacob Cummings – Sheriff's Office – Detention Officer – 09/02/19 – General Fund – Replacing Rubin Mays
6. Noah Tassell – Sheriff's Office – Detention Officer – 09/02/19 – General Fund – Replacing Dennis Roupe Jr.
7. Justin Montijo – Sheriff's Office – Deputy Sheriff – 09/02/19 – General Fund – Replacing Courtney White
8. Edith Starr – Recorder's Office – Voter Outreach Assistant – 09/03/19 – General Fund – Replacing Louisa Talahytewa

TEMPORARY HIRES TO COUNTY SERVICES:

9. Kayla Herbel – Sheriff's Office – Temporary Clerk – 09/03/19 – General Fund

END PROBATIONARY PERIOD:

10. Donald Roughan – Probation – Juvenile Detention Officer(.48) – 06/11/19 – General Fund
11. Therese Berumen – Health and Emergency Services – Accounting Clerk Senior – 08/08/19 – Various Funds
12. Eugene O'Neill – Public Works – Recycling and Landfill Equipment Operator Senior – 08/24/19 – Recycling and Landfill Management Fund

DEPARTMENTAL TRANSFERS:

13. Bianca Melford – Health and Emergency Services – From Administrative Clerk Senior – To Medical Case Manager – 09/16/19 – From Health Service Fund – To HIV Consortium Fund – Replacing Carol Tanner

OTHER ACTIONS:

14. Joshua Beck – Health and Emergency Services – EM/PHEP Manager – 07/01/19 – Various Funds – FY20 fund code correction
15. Therese Berumen – Health and Emergency Services – Accounting Clerk Senior – 07/01/19 – Various Funds – FY20 fund code correction
16. Michael O'Driscoll – Health and Emergency Services – Director of Health and Emergency Services – 07/01/19 – Various Funds – FY20 fund code correction

HUMAN RESOURCES ACTION ITEMS

AUGUST 27, 2019

PAGE 2 OF 2

REQUEST TO POST:

- 17. Public Works – Road Maintenance and Equipment Operator Senior – Vacated by Thomas Zienka
- 18. Health and Emergency Services – Administrative Clerk Senior – Vacated by Bianca Melford
- 19. Health and Emergency Services – Community Health Specialist – Vacated by Charles Turney
- 20. Public Works – Vehicle and Equipment Mechanic Senior – Vacated by Jeremy Friestad

ARF-5650

Consent Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 09/03/2019

Reporting Period: August 19, 2019 Meeting Minutes

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

August 19, 2019 Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the August 19, 2019, Board of Supervisors' meeting minutes.

Attachments

08-19-19 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: August 19, 2019

TIM R. HUMPHREY

Chairman

MARIAN SHEPPARD

Clerk of the Board

WOODY CLINE

Vice-Chairman

By: Marian Sheppard
Clerk of the Board

TOMMIE C. MARTIN

Member

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; and Marian Sheppard, Clerk of the Board.

ABSENT: Charles Shire, Deputy Gila County Attorney Senior-Civil; and Melissa Henderson, Deputy Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Humphrey called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Cheryl Sluyter led the Pledge of Allegiance and Rich Richey of the First Church of the Nazarene in Payson delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Convene a public hearing to hear from citizens on the FY 2019 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding in the amount of \$90,000 that will be used for 10 proposed CDBG housing repair projects in Gila County; authorize the submittal of the Application to the State of Arizona Department of Housing; and adopt related Resolution Nos. 19-08-05, 19-08-06 and 19-08-07.

Malissa Buzan, Community Services Department Director, advised that this public hearing is statutorily required before an application can be submitted for CDBG Regional Account funding. Vice-Chairman Cline inquired about the 10 proposed housing repair projects. Ms. Buzan replied that this year's money is about half of last year's allocation. The money will be used for those most in

need. This money is typically used for housing repairs; however, this year it will be used to provide home weatherization services to seniors and disabled eligible clients, who, without this service may be displaced from their homes. She explained that the Arizona Department of Housing distributes the money to Central Association of Governments (CAG) which provides funding to the Gila-Pinal Counties' communities. Pinal County has grown so large that it broke away from Gila County and has applied directly to the U.S. Department of Housing for its funding. As a result, the allocation to CAG is much less. Chairman Humphrey opened the public hearing; there weren't any comments, so he closed the public hearing and asked for a Board motion. Upon motion Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously authorized the submittal of the application and adopted the related Resolution No. 19-08-05, 19-08-06, and 19-08-07. **(Copies of the Resolutions are permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve a Drug, Gang, and Violent Crime Control Grant Agreement (FY 2020 Award Cycle 32-Grant No. DC-20-004) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$331,654 to provide continued funding for the Gila County Drug, Gang, and Violent Crimes Task Force for the period of July 1, 2019, through June 30, 2020.

Sarah White, Sheriff's Office Chief Administrative Officer, stated that the Gila County Sheriff's Office (S.O.) electronically submitted a grant application to the Arizona Criminal Justice Commission on February 2, 2019, for \$821,714. On June 1, 2019, notification was provided that the S.O. is being awarded \$331,654. Even though the amount received is less than requested, it is \$30,000 more than last year's grant award. She commented that the annual amount of funding provided by the Arizona Criminal Justice Commission is inadequate to fund the Task Force for Gila County; however, this added amount will help fund an officer serving on the Task Force for six months. Vice-Chairman Cline commented that the issue of drug abuse is at the root of most crimes, so he is appreciative of all the work done by the Task Force and stated that an increase of \$30,000 is insufficient. Chairman Humphrey applauded the efforts of the S.O. and the County Attorney's Office in trying to tackle the drug and crime issues in Gila County. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved the Drug, Gang, and Violent Crime Control Grant Agreement for FY 2020 as stated in the agenda item.

B. Information/Discussion/Action to set primary and secondary property tax rates for 2019 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer; and adopt

Resolution No. 19-08-04 providing for the collection of taxes for all jurisdictions by the County Treasurer for FY 2020.

Mary Springer, Finance Director, stated that the third Monday in August is the last day allowed by statute to set the tax rates. She advised that Gila County's tax rate is \$4.19, which has been the same rate for the past 10 years. She advised that a Truth in Taxation (TNT) notice of hearing was prepared for Gila County's tax rate and another TNT notice of hearing was prepared for the Gila County Library District's tax rate of which the hearing notices are required by statute to be published in the newspaper. Both hearing notices were submitted to the Arizona Silver Belt newspaper for publication and Marian Sheppard, Clerk of the Board, also called the newspaper to ensure the orders were received; however, it was later discovered that only Gila County's TNT notice was published due to an oversight by newspaper staff. As a result, the Gila County Library District tax rate will not be increased from \$.2378 to \$.2425 which would have resulted in an increase of \$24,000. Ms. Springer advised that Ms. Sheppard revised the process for the publication of TNT hearing notices to ensure that the requested publications are in the newspaper. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously set primary and secondary property tax rates for 2019 for all taxing jurisdictions within Gila County and conveyed tax rates for all jurisdictions to the County Treasurer; and adopted Resolution No. 19-08-04 providing for the collection of taxes for all jurisdictions by the County Treasurer for FY 2020. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office and it is attached to this agenda item.)**

C. Information/Discussion/Action to approve Amendment No. 6 to an Intergovernmental Agreement (Contract No. ADHS17-133182) between the Arizona Department of Health Services and the Gila County Health and Emergency Management Department in the amount of \$200,419 in order to provide continued public health emergency preparedness services from July 1, 2019, through June 30, 2020.

Michael O'Driscoll, Health and Emergency Management Department Director, advised that this additional funding will allow his Department to continue to improve emergency preparedness services and support to Gila County residents and additionally better prepare the County to respond and mitigate new and emerging infectious diseases. Mr. O'Driscoll prepared a list of the exact uses of this funding and he offered to provide a copy of the list to each Supervisor. Each Supervisor requested a copy of the list. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved Amendment No. 6 to an Intergovernmental Agreement (Contract No. ADHS17-133182).

D. Information/Discussion/Action to approve Amendment No. 1 to an Intergovernmental Agreement (Contract ID # DI16-002156) with the

Arizona Department of Economic Security to extend this Title IV-D child support services contract agreement from October 1, 2019, through September 30, 2020.

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief, stated that Amendment No. 1 to the Intergovernmental Agreement will extend the contract for another year. He explained that the County Attorney's Office contracts with the Arizona Department of Economic Security (ADES) for assistance to provide child support services in Gila County. ADES provides the County with a child support software program which enables the local child support office to do enforcement. He pointed out that the staff report for this agenda item was incorrect. The staff report states that Navajo and Gila Counties contract with ADES to provide child support services for their respective counties; however, it is only Gila County that provides child support services. All other Arizona counties contract with ADES for ADES to provide the services. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved Amendment No. 1 to an Intergovernmental Agreement (Contract ID # DI16-002156).

E. Information/Discussion/Action to donate 29 used and obsolete pond liners and 10 liner containers to the Gila County Cattle Growers Association for their use to construct drinking water improvements on rangeland for cattle and wildlife.

Ms. Springer informed the Board that pond liners and liner containers were initially purchased by the County to aide in fire suppression efforts. When helicopters tried to haul containers filled with water they would rip while in transport, so their use was discontinued. In learning that the pond liners and liner containers are no longer being used, the Gila County Cattle Growers Association approached Vice-Chairman Cline about utilizing them to provide water to cattle and wildlife.

Chairman Humphrey advised that Lori Smith submitted a public participation form to speak to this topic. Ms. Smith is in favor of the Association's intended use of the pond liners and liner containers; however, she wanted assurance that they would not be exclusively used for cattle.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously agreed to donate the 29 used and obsolete pond liners and 10 liner containers to the Gila County Cattle Growers Association.

F. Information/Discussion/Action to sell for \$1.00 (1) washer and dryer set to the Cobre Valley Youth Club and (1) washer and dryer set to Project A.C.E. (Lion's Club) which will help them in their mission to support local youth in the Globe-Miami area.

Chairman Humphrey read aloud the agenda item and stated that A.C.E. stands for All Children Eat. Ms. Springer advised that as a result of the closure of the Gila County Juvenile Detention Center, these washer and dryers were going to be placed in the County's auction of surplus equipment. The County learned that there is a need to provide washers and dryers in the community for children that don't otherwise have use of them on a regular basis. A request was submitted by Fernando Shipley, Secretary of the Cobre Valley Youth Center, for one washer/dryer set that will be used to wash linens, towels and clothing at the Center, and another request was made by Christa DalMolin from Project A.C.E. on behalf of the Lion's Club, to utilize a washer/dryer set at Liberty High School to wash and dry children's clothing as necessary. Ms. Springer added that the washers and dryers are in used condition and will not return a high value at the online auction. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the sale of the used washers and dryers for \$1.00 per set as requested by the Cobre Valley Youth Center and Project A.C.E. on behalf of the Lion's Club.

Chairman Humphrey announced that Ms. DalMolin was in the audience and he asked her if she wanted to make any comments. Ms. DalMolin thanked the Board for the washers and dryers which are very much needed in the community. She explained that Project A.C.E. is for all children in the Globe-Miami area and it is the only program in the area that provides food and supplies to include personal supplies directly to children.

G. Information/Discussion/Action to elect a Chairman and Vice-Chairman for the Board of Supervisors, which will become effective September 1, 2019, through December 31, 2020.

Chairman Humphrey advised that this Board agreed to rotate the office of Chairman and Vice-Chairman during its 4-year term of office so that each Supervisor would take a turn serving as Chairman and Vice-Chairman for a period of 16 months. He clarified that this agreement is for the Supervisors' current 4-year term of office and it does not extend to the next term. Chairman Humphrey stated that it would be Vice-Chairman Cline's turn to serve as Chairman for the next 16 months and Supervisor Martin's turn to serve as Vice-Chairman. Considering that Supervisor Martin lives in Payson and Vice-Chairman Cline lives in Young, Chairman Humphrey offered to serve as Vice-Chairman as he would be more readily available if he was needed to sign documents after Board meetings, which are held in Globe, should Vice-Chairman Cline not be able to attend a meeting. Vice-Chairman Cline stated that he is willing to serve as Chairman and he commented that Supervisor Martin should serve as Vice-Chairman to keep the rotation as planned. Supervisor Martin made a motion to elect Vice-Chairman Cline as Chairman and to elect herself as Vice-Chairman for the next 16 months, beginning on September 1, 2019. Vice-Chairman Cline seconded the motion which passed by a unanimous vote of the Board.

H. (Motion to recess as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/ Discussion/Action to approve Library Service Agreements for Globe, Isabelle Hunt (Pine), Miami, Payson, Tonto Basin, and Young public libraries for the period July 1, 2019, to June 30, 2020. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board recessed as the Board of Supervisors and convened as the Gila County Library District Board of Directors to address this agenda item.

Jacque Sanders, Assistant County Manager/District Librarian, stated that there are 8 affiliate libraries in Gila County. She presented 6 Library Service Agreements for Board approval and stated that the amount being provided to each library is 2.5% to 3% higher than last year. Ms. Sanders stated that the San Carlos Library Agreement will be presented at a future Board meeting for approval. She advised that the Town of Hayden will not be entering into a Library Service Agreement with the Library District this year or next year due to their financial issues. For a short term, the Library District has arranged to provide a small space for the provision of library services in Hayden.

Supervisor Martin commented that she is pleased that the Library District is providing continued library services. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the Library Service Agreements with the entities as stated in the agenda item. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adjourned as the Library District Board of Directors and reconvened as the Board of Supervisors.

Item 4 - 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.)

Chairman Humphrey addressed agenda item number 4 and he asked the Supervisors if there were any consent agenda items that needed to be moved to the regular agenda for discussion and a separate action. Vice-Chairman Cline and Supervisor Martin did not make a request. Chairman Humphrey advised that consent agenda item 4D needed to be moved to the regular agenda. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously agreed to move item 4D to the regular agenda.

D. Approval of Arizona Criminal Justice Commission FY 2020 Drug, Gang and Crime Control Grant Agreement No. DC-20-023 in the amount of \$59,495 ~~\$66,567~~ for the period of July 1, 2019, to June 30, 2020.

Chairman Humphrey stated that the amount of \$59,495 stated in the agenda item is incorrect as it should be \$66,567 which is the amount stated throughout the staff report for this item. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved Arizona Criminal Justice Commission FY 2020 Drug, Gang and Crime Control Grant Agreement No. DC-20-023 in the amount of \$66,567 for the period of July 1, 2019, to June 30, 2020.

Chairman Humphrey asked for a motion on the remaining agenda items.

A. Approval to designate individuals as Deputy Zoning Inspectors for the term of their employment with the Community Development Department, as follows: Jim Berry, Rebecca Borowski, Michelle Dahlke, Debbie Fickel, William Hanna, Mark Kaufman, Shealene Loya, and Randy Pluimer.

B. Approval of Arizona Criminal Justice Commission FY 2020 Crime Victim Assistance Program Grant No. VA-20-020 in the amount of \$26,770 for the period of July 1, 2019, to June 30, 2020.

C. Approval of Arizona Criminal Justice Commission FY 2020 Victim Compensation Program Grant Agreement No. VC-20-052 in the amount of \$36,710 for the period of July 1, 2019, to June 30, 2020.

~~D. Approval of Arizona Criminal Justice Commission FY 2020 Drug, Gang and Crime Control Grant Agreement No. DC-20-023 in the amount of \$59,495 for the period of July 1, 2019, to June 30, 2020.~~ (This item was addressed as a regular agenda item – see above.)

E. Authorization for the Gila County Animal Care & Control Division to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee for \$10,000 to expand its discounted spay/neuter services in Gila County for a period of one year.

F. Acknowledgment of the FY 2020 Funding Agreement for Fill the Gap Fund in the amount of \$3,750 from the Administrative Office of the Courts, on behalf of the Arizona Supreme Court, to the Gila County Superior Court to be used for the Superior Court's Disconnected Scanning Program.

G. Approval of Amendment No. 1 to an Intergovernmental Agreement (new Contract No. CTR043241) between the Gila County Health and Emergency Management Department and the Arizona Department of Health Services to change the number of the contract from ADHS19-207418 to CTR043241 for the continued provision Gila County various

nutritional services for the period of October 1, 2018, through September 30, 2023.

H. Approval of Amendment No. 1 to Professional Services Contract No. 091718 with Guild Consulting, Sub-Grantee Public Health Emergency Preparedness, to extend the contract term to align with the Public Health Emergency Preparedness Grants FFY from July 1, 2019, to June 30, 2020; and increase the dollar amount by \$12,000 for a new total contract amount of \$127,000.

I. Approval of Amendment No. 2 to Contract No. 022818 with Pima Paving for the Houston Mesa Chip Seal Project to extend the contract end date to September 30, 2019.

J. Approval of a Special Event Liquor License Application submitted by Janet Cline for the Gila County Fair event to be held on September 19, 2019, through September 22, 2019, at the Gila County Fairgrounds located at 900 E. Fairgrounds Road in Globe.

K. Approval of the July 23, 2019, July 30, 2019, and August 6, 2019, Board of Supervisors' meeting minutes.

L. Acknowledgment of the Human Resources reports for the month of July 2019.

JULY 2, 2019

DEPARTURES:

1. Alyssa Griffin – Library District – Early Literacy Community Liaison – 07/20/19 – Library District Fund – DOH 09-04-18
2. Michael Lemon – Health and Emergency Services – Environmental Health Specialist – 08/01/19 – General (.30) / Prop 201 Smoke Free AZ Act (.70) Funds – DOH 09-01-08
3. Donna Puhara – County Attorney's Office – Fiscal Administrator – 06/28/19 – General Fund – DOH 01/07/85

NEW HIRES:

4. Erin Miller – Elections – Elections Assistant – 07/08/19 – General Fund – Replacing Cate Gore

END PROBATIONARY PERIOD:

5. Cameron Cates – Sheriff's Office – 911 Dispatch Supervisor – 07/09/19 – General Fund
6. Von Marschik – Health and Emergency Services – Public Health Nurse – 07/08/19 – General (.95) / TB (.05) Funds

DEPARTMENTAL TRANSFERS:

7. Nancy Kridler – From Clerk of Superior Court – To Payson Justice Court – From Court Clerk – to Justice Court Clerk – 07/22/19 – General Fund – Replacing Anna Rippy
8. Kalen Trimble – Superior Court – From Part-Time Bailiff – To Bailiff – 07/08/19 – From Superior Court Cost of Prosecution Fund – To Law Library Fund – Replacing David Franquero
9. Brittany Francis – Health and Emergency Services – From Staff Nutritionist – To Nutrition Manager 07/08/19 – WIC Fund – Replacing Samantha Jerome
10. Jerry Moore – From Community Development – To Facilities Management – From Zoning and Building Inspector – To Building Maintenance Supervisor – 07/22/19 – From General Fund – To Facilities Management Fund – Replacing Jace Johnson

OTHER ACTIONS:

11. Kristopher Tower – Health and Emergency Services – Animal Control Officer – 07/01/19 – From Rabies Control Fund – To General Fund – FY20 fund code change
12. Ramona Scales – Health and Emergency Services – Health Services Program Manager – 07/01/19 – Health Service Fund – To General Fund – FY20 fund code change
13. Anthony Puskaric – Health and Emergency Services – Animal Control Officer – 07/01/19 – From Rabies Control Fund – To General Fund – FY20 fund code change
14. Michael O'Driscoll – Health and Emergency Services – Director of Health and Emergency Services – 07/01/19 – From Health Service (.80) / Rabies Control (.20) Funds – To General Fund – FY20 fund code change
15. Bianca Melford – Health and Emergency Services – Administrative Clerk Senior – 07/01/19 – From Health Service Fund – To General Fund – FY20 fund code change
16. Von Marschik – Health and Emergency Services – Public Health Nurse – 07/01/19 – From Health (.95) / TB (.05) Funds – To General (.95) / TB (.05) Funds – FY20 fund code change
17. Hortencia Lovin – Health and Emergency Services – Public Health Nurse – 07/01/19 – From Health Service Fund – to General Fund – FY20 fund code change
18. Michael Lemon – Health and Emergency Services – Environmental Health Specialist – 07/01/19 – From Health Service (.30) / Prop 201 Smoke Free AZ Act (.70) Funds – To General (.30) / Prop 201 Smoke Free AZ Act (.70) Funds – FY20 fund code change
19. Felicia Ihrig – Health and Emergency Services – Animal Care Worker – 07/01/19 – From Rabies Control Fund – To General Fund – FY20 fund code change

20. Jennifer Hicklin – Health and Emergency Services – Environmental Health Specialist – 07/01/19 – From Health Service Fund – To General Fund – FY20 fund code change
21. Stella Gore – Health and Emergency Services – Administrative Clerk Senior – 07/01/19 – From Immunization – To Immunization (.50) / Private Stock Vaccines (.50) Funds – FY20 fund code change
22. John Castaneda – Health and Emergency Services – Animal Regulations Enforcement Manager – 07/01/19 – From Rabies Control Fund – to General Fund – FY20 fund code change
23. Debra Blevins – Health and Emergency Services – Accounting Analyst – 07/01/19 – Various Funds – FY20 fund code change
24. Therese Berumen – Health and Emergency Services – Accounting Clerk Senior – 07/01/19 – Various Funds – FY20 fund code change
25. Sheldon Benedict – Health and Emergency Services – Animal Control Officer – 07/01/19 – From Rabies Control Fund – To General Fund – FY20 fund code change
26. Joshua Beck – Health and Emergency Services EM/PHEP Manager – 07/01/19 – Various Funds – FY20 fund code change
27. Gabriel Arrellin – Health and Emergency Services – Animal Control Officer – 07/01/19 – From Rabies Control Fund – To General Fund – FY20 fund code change
28. Marcela Amaya – Health and Emergency Services – Administrative Clerk – 07/01/19 – From Health Service Fund – To General Fund – FY20 fund code change
29. Penni Padgett – Sheriff's Office – Deputy Sheriff – 05/13/19 – General Fund – Change in overtime fund
30. Joseph Lara – Sheriff's Office – Deputy Sheriff – 05/13/19 – General Fund – Change in overtime fund
31. Johnnie Brake – Sheriff's Office – Deputy Sheriff – 05/20/19 – General Fund – Change in overtime fund

REQUEST TO POST:

32. Library District – Bylas Early Literacy Community Liaison – FY20 grant funding
33. Community Development – Zoning and Building Inspector – Vacated by Jerry Moore
34. Health and Emergency Services – Environmental Health Specialist – Vacated by Michael Lemon
35. Sheriff's Office – Inmate Counselor (.48) – Vacated by Samuel Blair
36. Library District – Globe Early Literacy Community Liaison – Vacated by Alyssa Griffin
37. Clerk of Superior Court – Court Clerk – Vacated by Nancy Kridler

JULY 9, 2019

DEPARTURES:

1. Amy O'Connor – Public Works – GIS Technician – 07/08/19 – General Fund – DOH 01/25/16

END PROBATIONARY PERIOD:

2. Donald Engler – Sheriff's Office – Deputy Sheriff Sgt. – 07/16/19 – General Fund

OTHER ACTIONS:

3. Brittney Griego – Sheriff's Office – Detention Officer Sgt. – 07/28/19 – General Fund – Changing resignation date from 06/30/19 to 07/28/19
4. Carol Tanner – Health and Emergency Services – Medical Case Manager – 07/01/19 – HIV Consortium Fund – Personal leave of absence without pay

JULY 16, 2019

DEPARTURES:

1. Brittany Blevins – Recorder's Office – Recorder's Clerk Senior – 07/01/19 – General Fund – DOH 01/07/19
2. Daniel Benjamin – County Attorney's Office – Deputy County Attorney Senior – 07/12/19 – General Fund – DOH 10/31/16

NEW HIRES:

3. Taylor Perez – Health and Emergency Services – Community Health Specialist – 07/22/19 – Community Health Grant Fund – Replacing Mariah Campagna

END PROBATIONARY PERIOD:

4. Rhonda Rolf – Recorder's Office – Recorder's Office Supervisor – 07/15/19 – General Fund

OTHER ACTIONS:

5. Raymond Fulton – Sheriff's Office – Special Investigator – 07/01/19 – General Fund – Change from 19 to 30 hours a week

REQUEST TO POST:

6. Public Works – GIS Technician – Vacated by Amy O'Connor
7. County Attorney's Office – Deputy County Attorney Senior – Vacated by Daniel Benjamin
8. Health and Emergency Services – Medical Case Manager – Vacated by Carol Tanner

JULY 23, 2019

DEPARTURES:

1. Connor Stenson – Probation – Deputy Probation Officer II – 07/26/19 – Adult Intensive Probation Supervision Fund – DOH 09/29/14

NEW HIRES:

2. Jessica Scibelli – County Attorney’s Office – Deputy County Attorney – 07/22/19 – Drug Prosecution Grant Fund – Replacing Daniel Benjamin

END PROBATIONARY PERIOD:

3. Lacey Root – Globe Justice Court – Accounting Clerk Senior – 07/30/19 – General Fund
4. Destiny Rocha – Globe Justice Court – Justice Court Clerk – 07/30/19 – General Fund
5. Jenny Shults – Public Works – Road Maintenance and Equipment Operator – 08/04/19 – Public Works Fund
6. Ashlyn Earven – Administrative Services – Administrative Clerk – 07/22/19 – General Fund
7. Lynn Dee Trimble – Probation – Fiscal/Grant Services Manager – 07/16/19 – General (.70) / Diversion Intake (.30) Funds

DEPARTMENTAL TRANSFERS:

8. Tammie Mounce – From Board of Supervisors – To Administrative Services – From Executive Administrative Assistant – To Administrative Clerk – 08/05/19 – General Fund – Replacing Bethel Bennett

OTHER ACTIONS:

9. Lisa Wilckens – Community Services – Fiscal Services Manager – 07/08/19 – Various Funds – FY20 fund code change
10. Elsa Bobier – Community Services – Social Services Case Manager – 07/08/19 – Various Funds – FY20 fund code change
11. Dorine Prine – Community Services – Community Action Program Administrator – 07/08/19 – Various Funds – FY20 fund code change
12. Allison Torres – Community Services – Social Services Case Manager – 07/08/19 – Various Funds – FY20 fund code change
13. Patricia Campos – Community Services – Section 8 Program Administrator – 07/08/19 – From Housing (.66) / Section 8 Housing (.34) Funds – To Housing Fund – FY20 fund code change
14. Estelle Belarde – Community Services – Deputy Director of Community Services – 07/08/19 – Various Funds – FY20 fund code change
15. Dana True – Community Services – Accounting Clerk Senior – 07/08/19 – Various Funds – FY20 fund code change
16. Malissa Buzan – Community Services – Director of Community Services – 07/08/19 – Various Funds – FY20 fund code change
17. Paula Horn – Health and Emergency Services – Deputy Director of Health – 07/01/19 – From Health Service (.80) / Prescription Drug Overdose Prevention (.20) Funds – To General (.90) / Prescription Drug Overdose Prevention (.10) Funds – FY20 fund code change

JULY 30, 2019

DEPARTURES:

1. Sage Stennerson – IT – Summer Youth Participant – 07/26/19 – General Fund – DOH 06/10/19
2. Jaydan Grice – Public Works – Summer Youth Participant – 07/26/19 – General Fund – DOH 06/10/19
3. Jasmin Perez – Public Works – Summer Youth Participant – 07/26/19 – Public Works Fund – DOH 06/10/19
4. Bradley Soos – County Attorney's Office – Chief Deputy County Attorney – 08/01/19 – General Fund – DOH 10/17/16
5. Maria Cook – County Attorney's Office – Temporary Clerk – 08/09/19 – Deferred Prosecution Program Fund – DOH 06/17/19
6. Dawnie Lyon – School Superintendent's Office – Accounting Clerk – 08/16/19 – General Fund – DOH 09/08/15
7. Glinda Fabok – Superior Court – Court Reporter – 08/16/19 – General Fund – DOH 03/06/06

NEW HIRES:

8. Thuy Mai Bishop – Library District – Early Literacy Program Coordinator – 08/05/19 – Library District Grants Funds – Replacing Tashina Swift
9. Bradley Soos – County Attorney's Office – Chief Deputy County Attorney (.48) – 08/05/19 – General Fund – Replacing Bradley Soos
10. David Hill – County Attorney's Office – Deputy County Attorney Senior – 08/05/19 – General Fund – Replacing Daniel Benjamin

END PROBATIONARY PERIOD:

11. Fernando Morales – Public Works – Road Maintenance Worker – 08/04/19 – Public Works Fund
12. Jessen Gillespie – Sheriff's Office – Detention Officer – 08/20/19 – General Fund
13. Katie Franklin – Health and Emergency Services – Community Health Specialist – 07/14/19 – WIC Fund

OTHER ACTIONS:

14. Tyler Shreeve – IT – From Summer Youth Participant – To Temporary IT Technician – 07/29/19 – General Fund – Continuing part-time employment
15. Chilel Jawara – Finance – Summer Youth Participant – 07/29/19 – General Fund – Extending employment through 08/09/19
16. Audrianna Hernandez – County Attorney's Office – Summer Youth Participant – 07/29/19 – General Fund – Extending employment through 08/09/19

17. Eugene O'Neill – Public Works – Recycling and Landfill Equipment Operator Senior – 07/24/19 – Recycling and Landfill Management Fund – Extending probationary period an additional month
18. Eric Avalos – Sheriff's Office – Deputy Sheriff – 05/20/19 – General Fund – Change in overtime fund
19. Jared Osborn – Sheriff's Office – Detention Officer Lt. – 07/23/19 – General Fund – Extending probationary period an additional six months
20. Arielle O'Connor – From Library District/Public Works – To Public Works – Summer Youth Participant – 07/29/19 – From General Fund – To Public Works Fund – Extending employment through 08/09/19

REQUEST TO POST:

21. School Superintendent's Office – Accounting Clerk – Vacated by Dawnie Lyon
22. Public Works – Professional Land Surveyor – Vacated by Scott Warren
23. Recorder's Office – Recorder's Clerk – Vacated by Jamilyn Anderson

M. Approval of finance reports/demands/transfers for the month of July 2019.

Approve demands and budget amendments for operating transfers. Warrant numbers 297602 through 297643, 297645 through 297688, 297690 through 297810, 297812 through 297958, and 297960 through 298064, totaling \$4,037,803.54 for the period 07-01-19 through 07-31-19.

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 is permanently attached to these minutes.)**

N. Acknowledgement of contracts under \$50,000 which have been approved by the County Manager for the month of July 2019.

Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved consent agenda items 4A through 4N except for 4D.

Item 5 – PRESENTATIONS:

A. Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities.

Mr. Sullivan introduced Vanessa Fielder, Research Analyst with CSA. He thanked Supervisor Martin for attending the Western Interstate Region Conference that was held recently, and James Menlove, County Manager, and staff for providing good information to CSA upon request. He provided a brief overview of CSA's partners and related organizations. Mr. Sullivan commented that last Friday CSA staff met with Arizona County Managers to begin a discussion of the issues that need to be addressed at the next legislative session. He complimented Ms. Fielder on being instrumental in building a large database that is built out over time to look at trends and stated, "That information is what you see represented on advocacy documents we put together."

Mr. Sullivan provided an overhead presentation that covered some of CSA's activities over the past year and highlights of the most recent legislative session. There were 1,318 bills that were introduced, 331 passed, 210 County relevant, 320 signed, and 11 vetoed for an enacted rate of 24.3%. The bills go into effect on August 27, 2019, 90 days after Sine Die. CSA's main objective during the most recent legislative session was to get some financial relief for the counties. The General Fund relief for Gila County for Fiscal Year 2020 was in the amount of \$344,400 of which \$94,400 was due to the elimination of the Arizona Criminal Justice Commission fee, and permanent Elected Officials Retirement Plan relief was \$250,000. The amount of \$344,400 obtained for this year combined with the work done last year, resulted in financial relief for Gila County in the amount of \$410,300. Mr. Sullivan stated that CSA worked with the Arizona Association of Counties on the cost to counties to run the Presidential Preference Election. As a result of that effort, the state has appropriated an additional \$4.4M for the Presidential Preference Election. That that amount is insufficient so CSA will be asking the state to provide a supplemental appropriation during the upcoming legislative session. Mr. Sullivan explained that the Arizona Long Term Care System (ALTCS) has is largely funded by the federal government, and it is also funded by the state and the counties. The program has grown since 2000 by 266%. Gila County's cost for ALTCS has been relatively flat for several years; however, the costs are starting to rise. In this budget year, the cost in ALTCS liability for Gila County has risen 8% or a \$177,000 being charged to the taxpayers. The state has budgeted \$254M in infrastructure as one-time money for specific projects throughout the state. Included as one of those projects is the repair of Jesse Hayes Road bridge in Globe for \$2.8M. Mr. Sullivan advised that 800 bills were put into process that touched counties. CSA identified 40 bills of concern and it was able to kill or amend all of those. CSA has started working on the next legislative session by meeting and talking with County representatives to identify those issues that need to be addressed at the legislature. Each

Supervisor thanked Mr. Sullivan and Ms. Fielder for attending today's meeting and providing this presentation.

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 weren't any comments provided by the public.

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 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 11:39 a.m.

APPROVED:

Tim R. Humphrey, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-5618

Consent Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 09/03/2019

Reporting Period: July 2019

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 2019.

Suggested Motion

Acknowledgment of the July 2019 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerks Report July 2019

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

- - - - -

**CLERK'S REPORT
FOR
JULY 2019**

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.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

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 2019.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 1st day of August 2019.

A handwritten signature in cursive script, appearing to read "Esther Canez", written over a horizontal line.

ESTHER CANEZ
Chief Deputy

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 8/2/2019 7:50:44 AM

Criteria : From Date : 7/1/2019 To Date : 7/31/2019

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 :									
Agency Name : BOND POSTED - THIS COURT									
5555			HOLD ACCOUNT	\$2762.50		(\$2488.41)		\$274.09	\$0.00
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$12928.00				\$12928.00	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$50.00				\$50.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2820.32		(\$16.69)		\$2803.63	\$140.18
ZEORP		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	\$1189.84		(\$7.11)		\$1182.73	\$59.14
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$3.56		\$0.00		\$3.56	\$0.18
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$28.53		\$0.00		\$28.53	\$1.43
		ZVAPB	30% INTERSTATE COMPACT	\$19.50		(\$6.00)		\$13.50	\$0.68
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$239.15		\$97.15		\$336.30	\$0.00
		ZADPS	ADPS FORENSICS FUND (12-116.01K)	\$1.67				\$1.67	\$0.08

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
ZCNTY	GILA COUNTY TREASURER	ZADR	ALTER. DISPUTE RESOLUTION FUND	\$65.62		(\$0.39)		\$65.23	\$3.26
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1990.00				\$1990.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$586.51				\$586.51	\$29.33
		ZFEE	BASE FEES (GENERAL FUND)	\$5915.08		(\$35.02)		\$5880.06	\$294.00
		ZFINE	BASE FINES	\$941.35				\$941.35	\$47.07
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$305.26				\$305.26	\$15.26
		ZCEF	CLEAN ELECTIONS FUND	\$81.48				\$81.48	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$47.74		(\$0.29)		\$47.45	\$2.37
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2820.28		(\$16.69)		\$2803.59	\$140.18
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$399.05				\$399.05	\$19.95
		ZDNAS	DNA STATE SURCHARGE	\$31.75				\$31.75	\$1.59
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1194.21		(\$15.00)		\$1179.21	\$58.96
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$356.15		(\$2.11)		\$354.04	\$17.70
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$180.00				\$180.00	\$9.00
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1622.30		(\$9.70)		\$1612.60	\$80.63
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$14.71				\$14.71	\$0.74

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
ZCNTY	GILA COUNTY TREASURER	ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$29.78				\$29.78	\$1.49
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$2.15				\$2.15	\$0.11
		ZDUIA	DUI ABATEMENT FUND	\$25.00				\$25.00	\$1.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$666.00				\$666.00	\$33.30
		ZWITN	EXPERT WITNESS FUND	\$420.00				\$420.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$5.82				\$5.82	\$0.29
		ZFAR2	FARE DELINQUENCY FEE	\$321.48				\$321.48	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$5600.16				\$5600.16	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$55.25				\$55.25	\$2.76
		ZCC	GEN JURIS CONCILIATION COURT	\$1398.30				\$1398.30	\$69.92
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4652.75		\$54.51		\$4707.26	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$775.44		\$9.08		\$784.52	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2326.41		\$27.26		\$2353.67	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1385.25		(\$8.20)		\$1377.05	\$68.85

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
ZCNTY	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3523.55		(\$20.87)		\$3502.68	\$175.13
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$126.89		\$0.00		\$126.89	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$235.63		\$0.00		\$235.63	\$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$100.00		\$150.00		\$250.00	\$12.50
		ZJS	JUVENILE PROBATION SERV FEES			\$130.00		\$130.00	\$6.50
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$110.10				\$110.10	\$5.51
		ZMISC	MISCELLANEOUS FEES	\$1.61				\$1.61	\$0.08
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$14.28		\$0.00		\$14.28	\$0.71
		ZOVF	OVERPAYMENT FORFEITED	\$4.74				\$4.74	\$0.24
		ZPP	PASSPORT APPLICATION FEES	\$1855.00				\$1855.00	\$92.75
		ZPCOF	PRISON CONSTRUCTION AND	\$1000.31				\$1000.31	\$50.02
		ZPRS6	PROB SURCH 2006	\$17.52				\$17.52	\$0.88
		ZPBA	PROBATION FEE ADULT	\$14719.97		\$150.00		\$14869.97	\$743.50
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$20.00				\$20.00	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$236.78		(\$1.43)		\$235.35	\$11.77

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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
ZCNTY	GILA COUNTY TREASURER	ZSMEN	SPOUSAL MAINTENANCE FUND	\$102.55				\$102.55	\$5.13
		ZSTAT	STATE TREASURER - GENERAL FUND	\$1026.31				\$1026.31	\$51.32
		ZVCAF	VICTIM COMPENSATION AND ASSISTANCE FUND	\$0.05				\$0.05	\$0.00
		ZVAF	VICTIMS ASSISTANCE FUND	\$45.50		(\$14.00)		\$31.50	\$1.58
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$0.03				\$0.03	\$0.00
		ZVRF	VICTIM'S RIGHTS FUND	\$0.07				\$0.07	\$0.00
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$25.00		\$50.00		\$75.00	\$3.75
		ZGFDU	XTRA DUI ASSMT	\$12.74				\$12.74	\$0.64
		ZPRS9	ZPRS9	\$29.09		\$0.00		\$29.09	\$1.45
		Agency Name : MISCELLANEOUS - TRUST							
ZMIST	MISCELLANEOUS - TRUST	ZMIST	\$44.00				\$44.00	\$0.00	
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER		\$50.00	(\$50.00)		\$0.00	\$0.00	
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$30687.88		\$2023.91		\$32711.79	\$0.00
Total:				\$108247.95		\$0.00		\$108247.95	\$2263.16
Less Shaded Areas:									
Bonds:								-\$ 12928.00	
Restitution:								-\$ 32711.79	
D.A.R.E.:								-\$ 50.00	

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Miscellaneous Trust:

Page 5 of 5
-\$ 44.00

Hold:

\$62514.16
-\$ 274.09
\$62240.07

ARF-5623

Consent Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 09/03/2019

Reporting Period: Monthly report for July 2019

Submitted For: Mary Navarro, Justice Court Operations Mgr.

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for July 2019.

Suggested Motion

Acknowledgment of the July 2019 monthly activity report submitted by the Globe Regional Justice Peace's Office.

Attachments

Month report for July 2019

July, 2019	AZTEC	CURRENT ACCOUNT	OLD ACCOUNT	TOTAL	5% FILL THE	ADJUSTED
	CODE	CODE	CODE	ALLOCATED	GAP SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Automobile Theft Authority Fund	ZATA		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 165.33	\$ 8.27	\$ 157.06
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 209.76	\$ 10.49	\$ 199.27
Dangerous Plants, Pests, & Diseases Trust Fund	ZDPP		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 142.82	\$ 7.15	\$ 135.67
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 4,689.30	\$ -	\$ 4,689.30
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,510.23	\$ -	\$ 2,510.23
Game and Fish - Wildlife	ZGF		STATE	\$ 18.54	\$ 0.93	\$ 17.61
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 788.43	\$ 39.43	\$ 749.00
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 257.85	\$ 12.90	\$ 244.95
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ 0.94	\$ 0.05	\$ 0.89
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,944.96	\$ 97.25	\$ 1,847.71
State Treasurer General Fund	ZSTAT		STATE	\$ 9.44	\$ 0.48	\$ 8.96
AZ DPS Forensics Fund	ZADPS	0872-2061		\$ 515.07	\$ 25.76	\$ 489.31
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 45.58	\$ 2.28	\$ 43.30
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 135.69	\$ 6.79	\$ 128.90
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 7.14	\$ 0.36	\$ 6.78
\$5 Constable Training Fund	ZCECF	0915-2061		\$ 85.00	\$ 4.25	\$ 80.75
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,567.95	\$ -	\$ 1,567.95
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 7,249.42	\$ 362.48	\$ 6,886.94
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 4,300.00	\$ 215.00	\$ 4,085.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 341.10	\$ 17.06	\$ 324.04
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ 500.00	\$ 25.00	\$ 475.00
Elected Officials Retirement Fund 14.09%	ZEORF	801-2061	T801-2061	\$ 339.88	\$ 17.00	\$ 322.88
Elected Officials Retirement Plan 6.00%	ZEORP	0874-2061	T0874-2061	\$ 144.65	\$ 7.24	\$ 137.41
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 78.91	\$ 3.95	\$ 74.96
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 857.06	\$ 42.86	\$ 814.20
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 14,934.50	\$ 746.73	\$ 14,187.77
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,082.21	\$ 54.12	\$ 1,028.09
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,340.63	\$ 67.04	\$ 1,273.59
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 667.33	\$ -	\$ 667.33
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 151.42	\$ -	\$ 151.42
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,239.35	\$ -	\$ 1,239.35
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 391.20	\$ 19.56	\$ 371.64
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,293.81	\$ -	\$ 1,293.81
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 87.47	\$ 4.38	\$ 83.09
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 176.85	\$ -	\$ 176.85
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 117.90	\$ -	\$ 117.90
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 112.81	\$ 5.65	\$ 107.16
Law Enforcement Boating Safety Fund	ZLEAB	958-2061		\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 481.21	\$ 24.07	\$ 457.14
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 2,086.26	\$ 104.32	\$ 1,981.94
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,512.10	\$ 75.61	\$ 1,436.49
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 189.05	\$ 9.46	\$ 179.59
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 40.62	\$ 2.04	\$ 38.58
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 134.73	\$ 6.74	\$ 127.99
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 543.43	\$ 27.18	\$ 516.25
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 24.00	\$ 1.20	\$ 22.80
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment-Animal Control	ZOS10		T942-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T0953-2061	\$ 0.57	\$ 0.03	\$ 0.54
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 7.97	\$ 0.40	\$ 7.57
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 4.00	\$ 0.20	\$ 3.80
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ 0.67	\$ 0.04	\$ 0.63
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	959-2061		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 95.43	\$ 4.78	\$ 90.65
Over Payment Refund	ZOVR			\$ 333.00	\$ -	\$ 333.00
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 317.24	\$ 15.87	\$ 301.37
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 3,805.61	\$ 190.29	\$ 3,615.32

Peace Officer Train. Equip. Fund \$4	ZPOTE	0963-2061		\$ 530.18	\$ 26.51	\$ 503.67
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 125.65	\$ 6.28	\$ 119.37
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 3,926.62	\$ 196.33	\$ 3,730.29
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 29.75	\$ 1.49	\$ 28.26
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 140.12	\$ -	\$ 140.12
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 1,359.10	\$ -	\$ 1,359.10
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 906.06	\$ -	\$ 906.06
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 161.93	\$ 8.10	\$ 153.83
Technical Registration Fund (\$15 Drug offenses)	ZTECH	0833-2061		\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF	814-2061	T814-2061	\$ -	\$ -	\$ -
Victims Compensation Assist. Fund \$9	ZVCAF	0954-2061		\$ 481.91	\$ 24.10	\$ 457.81
Victim Rights Enforcement Fund	ZVREA	0957-2061	T957-2061	\$ 366.04	\$ 24.10	\$ 341.94
Victim Rights Assessment Fund \$9	ZVRF	0847-2061		\$ 800.99	\$ 40.05	\$ 760.94
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	\$ 13.12	\$ 0.66	\$ 12.46
TOTALS				\$ 66,917.89	\$ 2,594.31	\$ 64,323.58
				TOTAL ADJUSTED BALANCE VERIFICATION \$ 64,323.58		
				TOTAL RESTITUTION RECEIVED \$ 2,299.56		
				TOTAL RECEIPTS THIS MONTH \$ 69,217.45		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
08/05/19		\$ 10,560.65	ARIZONA STATE TREASURER
08/05/19		\$ 56,011.78	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
08/05/19		\$ 12.46	GPD SUSPENDED PLATES
		\$ -	MPD SUSPENDED PLATES
		\$ 66,584.89	TOTAL DISTRIBUTIONS THIS MONTH
		\$ 333.00 Over Payment Refunded	

I, Jordan Reardon, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of July, 2019.

Justice of the Peace

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: JULY, 2019

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 4,049.36
RECEIVED DURING THE MONTH	\$ 5,582.20
DISBURSED DURING THE MONTH	\$ 756.88
BALANCE AT THE END OF THE MONTH	\$ 8,874.68



Financial Clerk



Justice of the Peace/Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-5631

Consent Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 09/03/2019

Reporting Period: Payson Regional Constable's Office Monthly Report for July 2019

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for July 2019.

Suggested Motion

Acknowledgment of the July 2019 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

July 2019

Terry Phillips
Deputy Constable



Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

JULY 2019 **MONTHLY REPORT**

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Terry Phillips
Deputy Constable



Kimberly Rust
Constable Clerk

Office of
Payson Regional Constable
Tony McDaniel

August 8, 2019

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 2019, the Payson Regional Constable's Office:

Received a total of 250 papers for service with 296 attempts.

Drove a total of 2475.6 miles.

Collected a total of \$1931.28 as follows:

Total Deposited:	\$1,931.28
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Less Refunds:	<u>\$37.00</u>
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Paid to General Fund:	\$1,894.28
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Additional Funds from an IGA from the Town of Payson:	\$875.00
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Grand Total Paid to General Fund:	<u>\$2,769.28</u>
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "T. McDaniel", is written over a horizontal line. To the right of the signature, the date "4/18" is handwritten.

Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

PAYSON REGIONAL CONSTABLE OFFICE
FEES COLLECTED
JULY 2019

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH	RECEIPT NUMBER	REFUNDS
6/25/2019	Rim Country Rapid Serve	1906PR151	\$40.00	Check	980548	
6/26/2019	Tiffany Kyle	1906PR152	\$56.00	Check	980549	
6/28/2019	GPS Servers LLC	1906PR163	\$64.00	Check	980550	
7/3/2019	Provest	1907PR040	\$69.00	Check	980551	\$5.00
7/3/2019	Travis Buckner	1907PR041	\$40.00	Cash	980552	
7/3/2019	Equity Radar LLC	1907PR071	\$82.00	Cash	980553	
7/5/2019	Al Newsom	1907PR075	\$64.16	Cash	980554	
7/8/2019	Provest	1907PR144	\$69.00	Check	980555	
7/8/2019	Collins & Collins	1907PR145	\$40.00	Check	980556	
7/8/2019	Collins & Collins	1907PR146	\$56.00	Check	980557	
7/9/2019	Harry Snyder	1907PR148	\$40.00	Cash	980558	
7/10/2019	Protected Information	1907PR035	\$40.00	Ncourt	980559	
7/10/2019	Enyart Enterprises	1907PR152	\$65.28	Check	980560	
7/11/2019	Law Office Phil Hineman	1907PR074	\$56.00	Check	980561	
7/11/2019	Debbie McGee	1907PR154	\$40.00	Cash	980562	
7/11/2019	Nathan Randau	1907PR153	\$56.00	Cash	980563	
7/12/2019	GPS Servers LLC	1907PR155	\$64.00	Check	980564	
7/12/2019	Protected Information	1907PR156	\$40.00	Cash	980565	
7/15/2019	Az Rim Realty	1907PR157	\$48.00	Check	980566	\$8.00
7/15/2019	Protected Information	1907PR159	\$40.00	Ncourt	980567	
7/16/2019	Protected Information	1907PR100	\$40.00	Cash	980568	
7/17/2019	Protected Information	1907PR170	\$61.20	Check	980569	
7/26/2019	GPS Servers LLC	1907PR192	\$64.00	Check	980571	
7/26/2019	Collins & Collins	1907PR198	\$40.00	Check	980572	
7/26/2019	Collins & Collins	1907PR199				
7/26/2019	Collins & Collins	1907PR200	\$80.00	Check	980573	\$16.00
7/26/2019	Collins & Collins	1907PR201	\$56.00	Check	980574	
7/26/2019	Lloyd Law Group	1907PR202	\$40.00	Check	980575	
7/26/2019	Owen Law Firm	1907PR203	\$61.20	Check	980576	
7/26/2019	Provest	1907PR206	\$69.00	Check	980577	
7/26/2019	John Washington	1907PR207	\$48.00	Ncourt	980578	
7/26/2019	Protected Information	1907PR208	\$40.00	Check	980579	
7/29/2019	Kachina Doll Trailer Park	1907PR233	\$48.00	Check	980581	\$8.00
7/29/2019	Thomas Morgan	1907PR228	\$105.44	Ncourt	980580	
7/29/2019	Provest	1907PR237	\$69.00	Check	980583	
7/31/2019	David Sanders	1907PR249	\$40.00	Cash	980584	
Receipt 980582 voided in book						
Receipt 980570 on August Fee Log (Ncourt pymt)						

Collected:			\$1,931.28			
Refunds:			\$37.00			
Balance:			\$1,894.28			

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Constable Clerk: Kimberly Rust

Precinct: Payson



Total Cases Served/Attempted:

296

Mileage Total: 2475.6

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
7/1/19	Subpoena	2019CR12002	Payson Magistrate Court	State of Arizona	Wesley Ian White	David Nichols / Protected Information	David Nichols / Protected Information	7/1/19	Served			62.4	McDaniel
7/1/19	Subpoena	2019CR12002	Payson Magistrate Court	State of Arizona	Wesley Ian White	Roberta White / Protected Information	Roberta White / Protected Information	7/1/19	Served				McDaniel
7/1/19	Subpoena	2019CR12002	Payson Magistrate Court	State of Arizona	Wesley Ian White	Andrew Iverson / Protected Information	None	7/1/19	Attempted				McDaniel
7/1/19	Subpoena	2018CR12428	Payson Magistrate Court	State of Arizona	Wesley Ian White	Andrew Iverson / Protected Information	None	7/1/19	Attempted				McDaniel
7/1/19	Subpoena	2019CR12002	Payson Magistrate Court	State of Arizona	Wesley Ian White	Andrew Iverson / Protected Information	None	7/1/19	Attempted				McDaniel
7/1/19	Subpoena	2018CR12428	Payson Magistrate Court	State of Arizona	Wesley Ian White	Andrew Iverson / Protected Information	None	7/1/19	Attempted				McDaniel
7/1/19	Subpoena	2019CR12002	Payson Magistrate Court	State of Arizona	Wesley Ian White	Andrew Iverson / Protected Information	Andrew Iverson / Protected Information	7/1/19	Served				McDaniel
7/1/19	Subpoena	2018CR12428	Payson Magistrate Court	State of Arizona	Wesley Ian White	Andrew Iverson / Protected Information	Andrew Iverson / Protected Information	7/1/19	Served				McDaniel
7/1/19	Order of Protection	J0404CV2019000328	Payson Regional Justice Court	Protected Information	Autumn Philley	Autumn Philley / 209 S Ponderosa St #13 Payson AZ 85541	None	7/1/19	Attempted				McDaniel
7/1/19	Order of Protection	J0404CV2019000328	Payson Regional Justice Court	Protected Information	Autumn Philley	Autumn Philley / 209 S Ponderosa St #13 Payson AZ 85541	Autumn Philley / 209 S Ponderosa St #13 Payson AZ 85541	7/1/19	Served				McDaniel
7/1/19	Subpoena	J0404CR2019000140	Payson Regional Justice Court	State of Arizona	Joe Witterman	Officer Deschaff / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/1/19	Served				McDaniel
7/1/19	Subpoena	2018CR377	Payson Regional Justice Court	State of Arizona	Diana McNeish	Diana McNeish / Protected Information	None	7/2/19	Attempted			67.9	McDaniel
7/1/19	Subpoena	2018CR377	Payson Regional Justice Court	State of Arizona	Diana McNeish	Diana McNeish / Protected Information	None	7/2/19	Attempted				McDaniel
7/1/19	Subpoena	2018CR377	Payson Regional Justice Court	State of Arizona	Jamie Moreno	Danielle Galligos / Protected Information	None	7/2/19	Attempted				McDaniel
7/1/19	Subpoena	2018CR377	Payson Regional Justice Court	State of Arizona	Jamie Moreno	Deputy Highstreet / 108 W Main St Payson AZ 85541	GCSO Clipboard Mailbox & Email / 108 W Main St Payson AZ 85541	7/2/19	Served				McDaniel
7/1/19	Subpoena	2018CR12403	Payson Regional Justice Court	State of Arizona	Jill Petrie	Officer Castaneda / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/2/19	Served				McDaniel
7/1/19	Subpoena	2018CR12403	Payson Regional Justice Court	State of Arizona	Jill Petrie	Officer Meredith / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/2/19	Served				McDaniel
7/1/19	Subpoena	2018CR12403	Payson Regional Justice Court	State of Arizona	Jill Petrie	Hallie Curtis / Protected Information	Hallie Curtis / Protected Information	7/2/19	Served				McDaniel
7/1/19	Subpoena	2018CR377	Payson Regional Justice Court	State of Arizona	Diana McNeish	Diana McNeish / Protected Information	None	7/3/19	Attempted			86.7	McDaniel
7/3/19	Notice to Appear, Petition	JV2019 00092	Gila County Superior Court	State of Arizona	Protected Information	Tanya Cozens / Protected Information	Tanya Cozens / Protected Information	7/3/19	Served				McDaniel
7/3/19	Summons & Complaint	2019CV189UN	Payson Regional Justice Court	CitiBank NA	Mark Ginlesperger	Mark Ginlesperger / 8169 W Gunsight Ridge Payson AZ 85541	Mark Ginlesperger / 8169 W Gunsight Ridge Payson AZ 85541	7/3/19	Served				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Constable Clerk: Kimberly Rust

Precinct: Payson



Total Cases Served/Attempted:

296

Mileage Total: 2475.6

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
7/3/19	Letter	None	None	Travis Buckner	Ashley Walsh	Ashley Walsh / 1105 N Carefree Cir Payson AZ 85541	None	7/3/19	Attempted				McDaniel
7/3/19	Letter	None	None	Travis Buckner	Ashley Walsh	Ashley Walsh / 1000 Block S. Palomino Cir Payson AZ 85541	Ashley Walsh / 1000 Block S. Palomino Cir Payson AZ 85541	7/3/19	Served				McDaniel
7/3/19	Writ of Resitution	2019CV306FD	Payson Regional Justice Court	Equity Radar LLC	Jodean Gillum	Jodean Gillum / 60 S Hillside Star Valley AZ 85541	Posted / 60 S Hillside Star Valley AZ 85541	7/3/19	Served				McDaniel
7/5/19	Order of Protection	J0404CV2019000330	Payson Regional Justice Court	Protected Information	Steven Feistner	Steven Feistner / Unknown	Steven Feistner / 108 W Main St Payson AZ 85541	7/5/19	Served			86.5	McDaniel
7/5/19	Child Custody Packet	DO201900173	Gila County Superior Court	Cort Kennedy	Shea Morrow	Shea Morrow / 912 W Rocky Rd Payson AZ 85541	Shea Morrow / 912 W Rocky Rd Payson AZ 85541	7/5/19	Served				McDaniel
7/5/19	Forcible Detainer	2019CV333FD	Payson Regional Justice Court	Ida & Jerry Newsom	Jame Reid	Jame Reid / 158 S Four Peaks Rd Payson AZ 85541	Posted & Certified Mailed / 158 S Four Peaks Rd Payson AZ 85541	7/5/19	Served				McDaniel
7/8/19	Subpoena	2019CR12110	Payson Regional Justice Court	State of Arizona	James Vickers	Danielle Vickers / Protected Information	None	7/8/19	Attempted			82.1	McDaniel
7/8/19	Subpoena	2019CR12110	Payson Magistrate Court	State of Arizona	James Vickers	Officer Meza / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/8/19	Served				McDaniel
7/8/19	Subpoena	2019CR12110	Payson Magistrate Court	State of Arizona	James Vickers	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/8/19	Served				McDaniel
7/8/19	Subpoena	2019CR12110	Payson Magistrate Court	State of Arizona	James Vickers	Sgt Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/8/19	Served				McDaniel
7/8/19	Subpoena	2019CR12110	Payson Magistrate Court	State of Arizona	James Vickers	Officer Brennan / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/8/19	Served				McDaniel
7/8/19	Subpoena	2019CR12110	Payson Magistrate Court	State of Arizona	James Vickers	Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/8/19	Served				McDaniel
7/8/19	Summons & Complaint	2019CV324OV	Payson Regional Justice Court	Bank of America	Rachel May Tash & J. Doe	Rachel May Tash & J Doe / 1901 W Fairway Ln Payson AZ 85541	Michael Tash / 1901 W Fairway Ln Payson AZ 85541	7/8/19	Served				McDaniel
7/8/19	Injunction Against Harassment	J0404CV2019000336	Payson Regional Justice Court	Protected Information	Robert Carricart	Robert Carricart / 16735 N AZ HWY 87 #4 Rye AZ 85541	Robert Carricart / 16735 N AZ HWY 87 #4 Rye AZ 85541	7/8/19	Served				McDaniel
7/9/19	Summons & Complaint	2019CV337SC	Payson Regional Justice Court	Snyders Second Hand Store	Juanita Valentine	Juanita Valentine / 905 S Beeline HWY Payson AZ 85541	Juanita Valentine / 905 S Beeline HWY Payson AZ 85541	7/9/19	Served			75.5	McDaniel
7/8/19	Summons & Complaint	S0400CV201900179	Gila County Superior Court	Marie Coley	James Taylor	James Taylor / 200 N Rogers Cir Payson AZ 85541	None	7/9/19	Attempted				McDaniel
7/8/19	Divorce Packet	DO201900162	Gila County Superior Court	Hertha Turley	Vernon Turley	Vernon Turley / 102 N Pinecrest Payson AZ 85541	None	7/9/19	Attempted				McDaniel
7/8/19	Divorce Packet	DO201900162	Gila County Superior Court	Hertha Turley	Vernon Turley	Vernon Turley / 96 Brown Rd Star Valley AZ 85541	Vernon Turley / 96 Brown Rd Star Valley AZ 85541	7/9/19	Served				McDaniel
7/9/19	Order of Protection	J0404CV2019000340	Payson Regional Justice Court	Protected Information	Christina Zenko	Christina Zenko / 159 E Quail Hollow Dr Star Valley AZ 85541	Christina Zenko / 159 E Quail Hollow Dr Star Valley AZ 85541	7/9/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Officer McAnerny / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/19	Served			95.3	McDaniel
7/9/19	Criminal Subpoena	CR2018-507	Gila County Superior Court	State of Arizona	Bodo Diehn	Deputy Chagolla / 108 W Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St Payson AZ 85541	7/10/19	Served				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Constable Clerk: Kimberly Rust

Precinct: Payson



Total Cases Served/Attempted:

296

Mileage Total: 2475.6

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
7/9/19	Criminal Subpoena	CR2018-625	Gila County Superior Court	State of Arizona	Joseph Ayers	Deputy Labonte / 108 W Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/10/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Detective Johnson / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Chief Engler / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Officer Rush / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Detective Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/19	Served				McDaniel
7/10/19	Summons	J0404CR2019000120	Payson Regional Justice Court	State of Arizona	Joseph Myers-Garza	Joseph Myers-Garza / 603 S Colcord Payson AZ 85541	None	7/10/19	Attempted				McDaniel
7/10/19	Summons	J0404CR2019000120	Payson Regional Justice Court	State of Arizona	Joseph Myers-Garza	Joseph Myers-Garza / 3774 N Ellison Dr Pine AZ 855444	Joseph Myers-Garza / 3774 N Ellison Dr Pine AZ 85544	7/10/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-625	Gila County Superior Court	State of Arizona	Joseph Ayers	Patricia Van Herpen / Protected Information	None	7/10/19	Attempted				McDaniel
7/10/19	Criminal Subpoena	CR2018-625	Gila County Superior Court	State of Arizona	Joseph Ayers	Patricia Van Herpen / Protected Information	Patricia Van Herpen / Protected Information	7/10/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-625	Gila County Superior Court	State of Arizona	Joseph Ayers	Mark Severson / Protected Information	Mark Severson / Protected Information	7/10/19	Served				McDaniel
7/10/19	Injunction Against Harassment	J0404CV2019000341	Payson Regional Justice Court	Protected Information	Joyce Roberson	Joyce Roberson / 1304 N Beeline HWY #54 Payson AZ 85541	None	7/10/19	Attempted				McDaniel
7/10/19	Injunction Against Harassment	J0404CV2019000341	Payson Regional Justice Court	Protected Information	Joyce Roberson	Joyce Roberson / 1304 N Beeline HWY #54 Payson AZ 85541	Joyce Roberson / 1304 N Beeline HWY #54 Payson AZ 85541	7/10/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2019-129	Gila County Superior Court	State of Arizona	Tylor Sherman	Deputy Kerszykowski / 108 Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/10/19	Served				McDaniel
7/11/19	Subpoena	2018CR377	Payson Regional Justice Court	State of Arizona	Diana McNeish	Diana McNeish / Protected Information	Diana McNeish / Protected Information	7/10/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2019-129	Gila County Superior Court	State of Arizona	Tylor Sherman	Carrie Cartwright / Protected Information	Carrie Cartwright / Protected Information	7/10/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2019-129	Gila County Superior Court	State of Arizona	Tylor Sherman	Officer Brennan / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2019-129	Gila County Superior Court	State of Arizona	Tylor Sherman	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/10/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Detention Officer Decker / 108 W Main St Payson AZ	Lt Carlson / 108 W Main St Payson AZ 85541	7/11/19	Served			115.1	McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Deputy Labonte / 108 W Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Deputy Cross / 108 W Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Detective Baltz / 108 W Main St Payson AZ 85541	Detective Baltz / 108 W Main St payson AZ 85541	7/11/19	Served				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel

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Precinct: Payson



Total Cases Served/Attempted:

296

Mileage Total: 2475.6

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
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Sgt Garrett / 108 W Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Sgt Newman / 108 W Main St Payson AZ 85541	Sgt Newman / 108 W Main St Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Sgt Horning / 108 W Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Deputy Kerszykowski / 108 Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Kaylee Brown / Protected Information	Kaylee Brown / Protected Information	7/11/19	Served				McDaniel
7/10/19	Summons Eviction Action	2019CV342FD	Payson Regional Justice Court	Enyart Enterprises	Harvey Poyner	Harvey Poyner / 240 S Short Rd #77 Kohls Ranch Payson AZ 85541	Harvey Poyner / 240 S Short Rd #77 Kohls Ranch Payson AZ 85541	7/11/19	Served				McDaniel
7/11/19	Child Custody Packet	DO2018-00188	Gila County Superior Court	Nathan Randau	Farah Wilson	Farah Wilson / 2702 W Palmer Dr Payson AZ 85541	Farah Wilson / 2702 W Palmer Dr Payson AZ 85541	7/11/19	Served				McDaniel
7/11/19	Order to Appear	DO201900161	Gila County Superior Court	Debbie McGee	Michael McGee	Michael McGee / 117 N Lakeshore Payson AZ 85541	Michael McGee / 117 N Lakeshore Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	George Conley / Protected Information	George Conley / Protected Information	7/11/19	Served				McDaniel
7/11/19	Order to Show Cause	2016TRI2444	Payson Magistrate Court	State of Arizona	Gerald Edwards	Gerald Edwards / 604 S Oak St #B Payson AZ 85541	Moved to Valley	7/11/19	Attempted				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	EMT Kilbourne / 400 W Main St Payson AZ 85541	EMT McCully / 400 W Main St Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	EMT Ramirez / 400 W Main St Payson AZ 85541	EMT McCully / 400 W Main St Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	EMT Blazer / 400 W Main St Payson AZ 85541	EMT McCully / 400 W Main St Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	EMT Jackson / 400 W Main St Payson AZ 85541	EMT McCully / 400 W Main St Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Sgt Axlund / 600 S Green Valley PKWY Payson AZ 85541	Sgt Axlund / 600 S Green Valley PKWY Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Detective Fink / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Detective Rosales / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Sgt Ciminski / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Detective S. Hansen / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Detective Umphress / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	7/11/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-507	Gila County Superior Court	State of Arizona	Bodo Diehn	Tiffany Gibson / Protected Information	Tiffany Gibson / Protected Information	7/11/19	Served				McDaniel

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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
7/9/19	Criminal Subpoena	CR2018-507	Gila County Superior Court	State of Arizona	Bodo Diehn	Protected Information	Tiffany Gibson / Protected Information	7/11/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-507	Gila County Superior Court	State of Arizona	Bodo Diehn	Protected Information	Tiffany Gibson / Protected Information	7/11/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-507	Gila County Superior Court	State of Arizona	Bodo Diehn	Protected Information	Tiffany Gibson / Protected Information	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Brenda Roberts / Protected Information	Brenda Roberts / Protected Information	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Jeffery Roberts / Protected Information	Jeffery Roberts / Protected Information	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Detective Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Officer Davies / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Officer L Linkey / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Officer Brennan / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Officer Keith / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/11/19	Served				McDaniel
6/20/19	Injunction Against Harassment	J0404CV2019000309	Payson Regional Justice Court	Protected Information	Richard Heron	Richard Heron / 444 N Pinon Rd Payson AZ 85541	None	7/11/19	Attempted				McDaniel
6/20/19	Order of Protection	19-C-DV320-1	Chandler Municipal Court	Protected Information	Richard Heron	Richard Heron / 444 N Pinon Rd Payson AZ 85541	None	7/11/19	Attempted				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Diversion Officer Wortman / 110 W Main St Payson AZ 85541	Diversion Officer Wortman / 110 W Main St Payson AZ 85541	7/11/19	Served				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000344	Payson Regional Justice Court	Protected Information	Kevin Dewitt	Kevin Dewitt / 700 E McKamey Payson AZ 85541	Kevin Dewitt / 700 E McKamey Payson AZ 85541	7/11/19	Served				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000346	Payson Regional Justice Court	Protected Information	Protected Information	Protected Information	None	7/11/19	Attempted				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000346	Payson Regional Justice Court	Protected Information	Protected Information	Nikki Small / Protected Information	None	7/11/19	Attempted				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000345	Payson Regional Justice Court	Protected Information	Protected Information	Protected Information	None	7/11/19	Served				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000345	Payson Regional Justice Court	Protected Information	Protected Information	Nikki Small / Protected Information	None	7/11/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Toxiology Behonick / Email	Toxiology Behonick / Email	7/11/19	Emailed				McDaniel
7/11/19	Order to Show Cause	2018CR90	Payson Regional Justice Court	State of Arizona	Richard Storm	Richard Storm / 3608 N Navajo Dr Pine AZ 85544	Richard Storm / 3608 N Navajo Dr Pine AZ 8544	7/11/19	Served				McDaniel

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7/12/19	Summons & Complaint	2019CV329UN	Payson Regional Justice Court	LYNV Funding LLC	Kyle Bown	Kyle Bownan / 7574 N Toya Vista Rd Payson AZ 85541	None	7/12/19	Attempted			103.1	McDaniel
7/12/19	Injunction Against Harassment	J0404CV2019000348	Payson Regional Justice Court	Protected Information	Wesley Ian White	Wesley White / Unknown Payson AZ 85541	Wesley White / 1007 W Saddle Ln Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000346	Payson Regional Justice Court	Protected Information	Protected Information	Protected Information	Protected Information	7/12/19	Served				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000346	Payson Regional Justice Court	Protected Information	Protected Information	Nikki Small / Protected Information	Nikki Small / Protected Information	7/12/19	Served				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000345	Payson Regional Justice Court	Protected Information	Protected Information	Protected Information	Protected Information	7/12/19	Served				McDaniel
7/11/19	Injunction Against Harassment	J0404CV2019000345	Payson Regional Justice Court	Protected Information	Protected Information	Nikki Small / Protected Information	Nikki Small / Protected Information	7/12/19	Served				McDaniel
7/12/19	Order to Show Cause	2017CR12063	Payson Magistrate Court	State of Arizona	Tyler Santo	Tyler Santo / Unknown	Moved to Cottonwood	7/12/19	Attempted				McDaniel
7/11/19	Order to Show Cause	2018TR834	Payson Regional Justice Court	State of Arizona	Kaitlyn Armistead	Kaitlyn Armistead / 2704 W Nicklaus Dr Payson AZ 85541	Kaitlyn Armistead / 2704 W Nicklaus Dr Payson AZ 85541	7/12/19	Attempted				McDaniel
7/11/19	Order to Show Cause	2016TR12057	Payson Magistrate Court	State of Arizona	James Goble	James Goble / 219 N Whiting Dr Payson AZ 85541	None	7/12/19	Attempted				McDaniel
7/11/19	Order to Show Cause	2016TR12057	Payson Magistrate Court	State of Arizona	James Goble	James Goble / 512 S Beeline HWY Payson AZ 85541	James Goble / 512 S Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/12/19	Summons & Complaint	2019CV329UN	Payson Regional Justice Court	LYNV Funding LLC	Kyle Bown	Kyle Bownan / 7574 N Toya Vista Rd Payson AZ 85541	None	7/12/19	Attempted				McDaniel
7/11/19	Order to Show Cause	2018CR12397	Payson Magistrate Court	State of Arizona	Leroy Papineau	Leroy Papineau / 500 S Mariposa ST Payson AZ 85541	Leroy Papineau / 500 S Mariposa ST Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Order to Show Cause	2018CR12316	Payson Magistrate Court	State of Arizona	Leroy Papineau	Leroy Papineau / 500 S Mariposa ST Payson AZ 85541	Leroy Papineau / 500 S Mariposa ST Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Order to Show Cause	2018TR13032	Payson Magistrate Court	State of Arizona	Leroy Papineau	Leroy Papineau / 500 S Mariposa ST Payson AZ 85541	Leroy Papineau / 500 S Mariposa ST Payson AZ 85541	7/12/19	Served				McDaniel
7/12/19	Hearing Order on IAH	2019CV344	Payson Regional Justice Court	Protected Information	Kevin Dewitt	Protected Information	Protected Information	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2019-110	Gila County Superior Court	State of Arizona	Tyler Sherman	Officer Cadwell / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Sgt Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Sgt McAnerry / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Volunteer Hines / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2019-110	Gila County Superior Court	State of Arizona	Tyler Sherman	Officer Deschaff / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2019-110	Gila County Superior Court	State of Arizona	Tyler Sherman	Officer Keith / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel

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7/11/19	Criminal Subpoena	CR2019-110	Gila County Superior Court	State of Arizona	Tylor Sherman	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2019-110	Gila County Superior Court	State of Arizona	Tylor Sherman	Officer Brennan / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Lynch / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Lee / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Detective Johnson / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	LI Eldredge / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer G Linkey / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Rush / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Castaneda / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Meza / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Sgt Hazelo / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Sgt Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Deaton / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Cadwell / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Beeson / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Gomez / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Detective Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Officer Meredith / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Criminal Subpoena	CR2017-157	Gila County Superior Court	State of Arizona	Christine Perkins	Chief Engler / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	MO444TR20190124 09	Payson Magistrate Court	State of Arizona	Angela Smith	Officer Brennan / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel

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7/11/19	Subpoena	M0444TR20190123 82	Payson Magistrate Court	State of Arizona	Angela Smith	Officer L. Linkey / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	M0444TR20190124 00	Payson Magistrate Court	State of Arizona	Robert Verheyen	Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	M0444TR20190114 31	Payson Magistrate Court	State of Arizona	Krystal Long	Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	M0444TR20190123 89	Payson Magistrate Court	State of Arizona	Barbarian Stratton	Officer Anderson / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	M0444TR20190123 76	Payson Magistrate Court	State of Arizona	Johnathan Benton-Creek	Officer Lee / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	M0444TR20190122 34	Payson Magistrate Court	State of Arizona	Alan DiSomma	Officer Davies / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	M0444TR20190123 90	Payson Magistrate Court	State of Arizona	Patricia Sneed	Officer Anderson / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	M0444TR20190123 80	Payson Magistrate Court	State of Arizona	Geryl Dixon	Officer Meza / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	M0444TR20190124 17	Payson Magistrate Court	State of Arizona	Adina Morgan	Officer Anderson / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	J0404TR201900196 8	Payson Regional Justice Court	State of Arizona	Brian Nelson	Trooper Montgomery / 201 N Colcord Payson AZ 85541	S. Meeske / 201 N Colcord Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	J0404TR201900185 4	Payson Regional Justice Court	State of Arizona	Jeremy Brink	Trooper Vacca / 201 N Colcord Payson AZ 85541	S. Meeske / 201 N Colcord Payson AZ 85541	7/12/19	Served				McDaniel
7/11/19	Subpoena	J0404TR201900183 3	Payson Regional Justice Court	State of Arizona	Sharon Smith	Trooper Harold / 201 N Colcord Payson AZ 85541	S. Meeske / 201 N Colcord Payson AZ 85541	7/12/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-188	Gila County Superior Court	State of Arizona	Tanner Hatch	Greg Wyman / Protected Information	Greg Wyman / Protected Information	7/12/19	Served				McDaniel
7/9/19	Criminal Subpoena	CR2018-507	Gila County Superior Court	State of Arizona	Bodo Diehm	Jerald Gibson / Protected Information	Jerald Gibson / Protected Information	7/12/19	Served				McDaniel
7/11/19	Order to Show Cause	2017TR12672	Payson Magistrate Court	State of Arizona	Bethany Blanchard	Bethany Blanchard / 502 E Dealers Choice Ln Star Valley AZ 85541	In Valley	7/12/19	Attempted				McDaniel
7/11/19	Order to Show Cause	2017TR1913	Payson Regional Justice Court	State of Arizona	Bethany Blanchard	Bethany Blanchard / 502 E Dealers Choice Ln Star Valley AZ 85541	In Valley	7/12/19	Attempted				McDaniel
7/12/19	Order to Show Cause	2018CR12386	Payson Magistrate Court	State of Arizona	Aaron Rolan	Aron Rolan / 501 W Jones Dr Payson AZ 85541	None	7/12/19	Attempted				McDaniel
7/12/19	Bond Forfeiture Order to Show Cause	2019TR2207	Payson Regional Justice Court	State of Arizona	David Klassen	Lisa Urban / Homeless	None	7/12/19	Attempted				McDaniel
7/12/19	Bond Forfeiture Order to Show Cause	2019TR2207	Payson Regional Justice Court	State of Arizona	David Klassen	David Klassen / Homeless	None	7/12/19	Attempted				McDaniel
7/8/19	Subpoena	2019CR12110	Payson Regional Justice Court	State of Arizona	James Vickers	Danielle Vickers / Protected Information	None	7/15/19	Attempted			47.4	McDaniel
7/12/19	Order to Show Cause	2018CR12386	Payson Magistrate Court	State of Arizona	Aaron Rolan	Aron Rolan / 501 W Jones Dr Payson AZ 85541	Aron Rolan / 501 W Jones Dr Payson AZ 85541	7/15/19	Served				McDaniel

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7/8/19	Subpoena	2019CR12110	Payson Regional Justice Court	State of Arizona	James Vickers	Danielle Vickers / Protected Information	Danielle Vickers / Protected Information	7/15/19	Served				McDaniel
7/15/19	Summons Eviction Action	2019CV349FD	Payson Regional Justice Court	State of Arizona	Kristen Wright & Joseph Martinez	Kristen Wright & Joseph Martinez / 301 N Beeline HWY #8 Payson AZ 85541	Joseph Martinez / 100 W Frontier St Payson AZ 85541	7/15/19	Served				Deputy Labonte
7/15/19	Order of Protection	J0404CV2019000350	Payson Regional Justice Court	Protected Information	Kevin Dewitt	Kevin Dewitt / 714 S Beeline HWY Payson AZ 85541	Kevin Dewitt / 714 S Beeline HWY Payson AZ 85541	7/15/19	Served				McDaniel
7/15/19	Injunction Against Harassment	J0404CV2019000351	Payson Regional Justice Court	Protected Information	Terri Shepherd	Terri Sheperd / 3933 E AZ HWY 60 #2 Star Valley AZ 85541	None	7/15/19	Attempted				McDaniel
7/15/19	Injunction Against Harassment	J0404CV2019000351	Payson Regional Justice Court	Protected Information	Terri Shepherd	Terri Sheperd / 3933 E AZ HWY 60 #2 Star Valley AZ 85541	Terri Sheperd / 3933 E AZ HWY 60 #2 Star Valley AZ 85541	7/16/19	Served			90.9	McDaniel
7/10/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Susan Byrum / Protected Information	Susan Byrum / Protected Information	7/16/19	Served				McDaniel
7/16/19	Order to Show Cause	2018TR2290	Payson Regional Justice Court	State of Arizona	Kristy Ray	Kristy Ray / 16 N Vale Dr #120 Star Valley AZ 85541	None	7/16/19	Attempted				McDaniel
7/16/19	Injunction Against Harassment	J0404CV2019000355	Payson Regional Justice Court	Protected Information	Sean Levendowski	Sean Levendowski / 300 W Bonita #27 Payson AZ 85541	None	7/16/19	Attempted				McDaniel
7/12/19	Summons & Complaint	2019CV329UN	Payson Regional Justice Court	LVNV Funding LLC	Kyle Bown	Kyle Bowan / 7574 N Toya Vista Rd Payson AZ 85541	None	7/16/19	Attempted				McDaniel
7/16/19	Injunction Against Harassment	J0404CV2019000355	Payson Regional Justice Court	Protected Information	Sean Levendowski	Sean Levendowski / 300 W Bonita #27 Payson AZ 85541	Sean Levendowski / 300 W Bonita #27 Payson AZ 85541	7/16/19	Served				McDaniel
7/12/19	Summons & Complaint	2019CV329UN	Payson Regional Justice Court	LVNV Funding LLC	Kyle Bown	Kyle Bowan / 7574 N Toya Vista Rd Payson AZ 85541	None	7/16/19	Attempted				McDaniel
7/12/19	Summons & Complaint	2019CV329UN	Payson Regional Justice Court	LVNV Funding LLC	Kyle Bown	Kyle Bowan / 100 N Beeline HWY Payson AZ 85541	Kyle Bowan / 100 N Beeline HWY Payson AZ 85541	7/17/19	Served			156.7	McDaniel
7/17/19	Temporary Order of Protection	745546	Cowley County District Court Kansas	Protected Information	Charles Neese	Charles Neese / 300 W Bonita St #3 Payson AZ 85541	Charles Neese / 300 W Bonita St #3 Payson AZ 85541	7/17/19	Served				McDaniel
7/17/19	Subpoena	J0404CR2019000124	Payson Regional Justice Court	State of Arizona	Joshua Webb	David Daniels / 606 N Beeline HWY Payson AZ 85541	David Daniels / 606 N Beeline HWY Payson AZ 85541	7/17/19	Served				McDaniel
7/11/19	Application & Affidavit of Default	DO201800427	Gila County Superior Court	Joseph Parone	Joanna Parone	Joanna Parone / 108 W Main St Payson AZ 85541	Joanna Parone / 108 W Main St Payson AZ 85541	7/17/19	Served				McDaniel
7/17/19	Child Support Packet	DO201900159	Gila County Superior Court	State of Arizona	Timothy Estes	Timothy Estes / 808 E HWY 260 #69 Payson AZ 85541	Timothy Estes / 808 E HWY 260 #69 Payson AZ 85541	7/17/19	Served				Phillips
7/17/19	Child Support Packet	DO201900171	Gila County Superior Court	State of Arizona	Shawn Oakes	Shawn Oakes / 123 D Cir Tonto Basin AZ 85553	Moved to Washington	7/17/19	Attempted				Phillips
7/17/19	Order to Show Cause	2018CR12052	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / 702 E Skyway Ct Payson AZ 85541	None	7/17/19	Attempted				Phillips
7/17/19	Order to Show Cause	2018CR12190	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / 702 E Skyway Ct Payson AZ 85541	None	7/17/19	Attempted				Phillips
7/19/19	5 Day Notice	None	None	Owens Law Firm	Marni Link	Marni Link / 3738 N Ellison Dr Pime AZ 85544	None	7/17/19	Attempted				McDaniel
7/17/19	Order to Show Cause	2018CR12052	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / 118 E Frontier Payson AZ 85541	None	7/18/19	Attempted			163.6	Phillips

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7/17/19	Order to Show Cause	2018CR12190	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / 118 E Frontier Payson AZ 85541	None	7/18/19	Attempted				Phillips
7/17/19	Order to Show Cause	2018CR120227	Payson Magistrate Court	State of Arizona	Kayla Morris	Kayla Morris / 140 E Brownsville Flats Rd Tonto Basin AZ 85553	None	7/18/19	Attempted				Phillips
7/17/19	Order to Show Cause	2018CR120227	Payson Magistrate Court	State of Arizona	Kayla Morris	Kayla Morris / 130 E Brownsville Flats Rd #5 Tonto Basin AZ 85553	Kayla Morris / 130 E Brownsville Flats Rd #5 Tonto Basin AZ 85553	7/18/19	Served				Phillips
7/16/19	Arrest Warrant	J0404CR2017000438	Payson Regional Justice Court	State of Arizona	Adam Alexander	Adam Alexander 1107 S McLane #2 Payson AZ 85541	Adam Alexander / 805 S Beeline HWY Payson AZ 85541	7/18/19	Arrested				Phillips
7/18/19	Order to Show Cause	2016CR29	Payson Regional Justice Court	State of Arizona	Lori Keyfauber	Lori Keyfauber / 6315 Palmer Dr Herber AZ 85928	Texted her info she responded	7/18/19	Attempted				Phillips
7/19/19	Order of Protection	J0404CV2019000353	Payson Regional Justice Court	Protected Information	Lance Bender	Lance Bender / 108 W Main St (GCSO Jail) Payson AZ 85541	Lance Bender / 108 W Main St (GCSO Jail) Payson AZ 85541	7/19/19	Served			191.0	Rust
7/19/19	Order of Protection	P04000DO201800332	Gila County Superior Court	Protected Information	Eric Olson	Eric Olson / 714 S Beeline HWY Payson AZ 85541	Eric Olson / 714 S Beeline HWY Payson AZ 85541	7/19/19	Served				McDaniel
7/19/19	5 Day Notice	None	None	Owens Law Firm	Marni Link	Marni Link / 3738 N Ellison Dr Pine AZ 85544	Marni Link / 3738 N Ellison Dr Pine AZ 85544	7/19/19	Served				Phillips
7/18/19	30 Day Eviction Notice	None	None	Allen Blanchard	Jett & Kathy Justesen	Jett & Kathy Justesen / 4786 N Forest Service Rd 428 Strawberry AZ 85544	Kathy Justesen / 4786 N Forest Service Rd 428 Strawberry AZ 85544	7/19/19	Served				McDaniel
7/19/19	Order to Show Cause	2018CR12328	Payson Magistrate Court	State of Arizona	Michael Evans	Michael Evans / 604 S Ponderosa St Payson AZ 85541	None	7/19/19	Attempted				Phillips
7/19/19	Order to Show Cause	2014TR2124	Payson Regional Justice Court	State of Arizona	Michael Evans	Michael Evans / 604 S Ponderosa St Payson AZ 85541	None	7/19/19	Attempted				Phillips
7/19/19	Order to Show Cause	2018CR12328	Payson Magistrate Court	State of Arizona	Michael Evans	Michael Evans / 300 E Springdale Payson AZ 85541	None	7/19/19	Attempted				Phillips
7/19/19	Order to Show Cause	2014TR2124	Payson Regional Justice Court	State of Arizona	Michael Evans	Michael Evans / 300 E Springdale Payson AZ 85541	None	7/19/19	Attempted				Phillips
7/17/19	Order to Show Cause	2018CR12052	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / Hope Houe Payson AZ	None	7/19/19	Attempted				Phillips
7/17/19	Order to Show Cause	2018CR12190	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / Hope Houe Payson AZ	None	7/19/19	Attempted				Phillips
7/17/19	Order to Show Cause	2018CR12052	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / CBI Payson AZ	None	7/19/19	Attempted				Phillips
7/17/19	Order to Show Cause	2018CR12190	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / CBI Payson AZ	None	7/19/19	Attempted				Phillips
7/19/19	Order of Protection	J0404CV2019000360	Payson Regional Justice Court	Protected Information	Ricky Clark	Ricky Clark / 808 S McLane Rd Payson AZ 85541	Ricky Clark / 808 S McLane Rd Payson AZ 85541	7/19/19	Served				McDaniel
7/19/19	Order of Protection	J0404CV2019000359	Payson Regional Justice Court	Protected Information	Ricky Clark	Ricky Clark / 808 S McLane Rd Payson AZ 85541	Ricky Clark / 808 S McLane Rd Payson AZ 85541	7/19/19	Served				McDaniel
7/19/19	Notice of Violation/Summons	GC1905-006	None	Gila County Planning & Zoning	Patrice Chambers	Patrice Chambers / 249 N Greenback Dr Tonto Basin AZ 85553	None	7/19/19	Attempted				Phillips
7/19/19	Notice of Violation/Summons	GC1905-008	None	Gila County Planning & Zoning	Margaret Breeden	Margaret Breeden / 905 N Manzanita Dr Payson AZ 85541	None	7/19/19	Attempted				McDaniel

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7/19/19	Notice of Violation/Summons	GC1905-006	None	Gila County Planning & Zoning	Patrice Chambers	Patrice Chambers / 249 N Greenback Dr Tonto Basin AZ 85553	None	7/20/19	Attempted			14.5	Phillips
7/22/19	Order of Protection	J0404CV2019000365	Payson Regional Justice Court	Protected Information	Tanya Theis	Tanya Theis / 302 W Aero Payson AZ 85541	Tanya Theis / 302 W Aero Payson AZ 85541	7/22/19	Served				McDaniel
7/19/19	Notice of Violation/Summons	GC1905-006	None	Gila County Planning & Zoning	Patrice Chambers	Patrice Chambers / 249 N Greenback Dr Tonto Basin AZ 85553	None	7/22/19	Attempted				Phillips
7/19/19	Notice of Violation/Summons	GC1905-006	None	Gila County Planning & Zoning	Patrice Chambers	Patrice Chambers / 249 N Greenback Dr Tonto Basin AZ 85553	Patrice Chambers / 249 N Greenback Dr Tonto Basin AZ 85553	7/22/19	Served			291.1	Phillips
7/22/19	None	None	None	Constable and Staff Traveled to Flagstaff AZ for Bi-Annual Training with the Arizona Constable Association				7/22/19					
7/23/19	None	None	None	Constable and Staff in Flagstaff AZ for Bi-Annual Training With the Arizona Constable Association				7/23/19				0.0	
7/24/19	None	None	None	Constable and Staff in Flagstaff AZ for Bi-Annual Training With the Arizona Constable Association				7/24/19				0.0	
7/25/19	None	None	None	Constable and Staff in Flagstaff AZ for Bi-Annual Training With the Arizona Constable Association and Travel to Payson AZ				7/25/19				223.6	
7/26/19	Injunction Against Harassment	J0404CV2019000378	Payson Regional Justice Court	Protected Information	Becky Granger	Becky Granger / 801 E Frontier St #26 Payson AZ 85541	None	7/26/19	Attempted			113.1	McDaniel
7/26/19	Injunction Against Harassment	J0404CV2019000378	Payson Regional Justice Court	Protected Information	Becky Granger	Becky Granger / 401 E HWY 260 Payson AZ 85541	Becky Granger / 401 E HWY 260 Payson AZ 85541	7/26/19	Served				McDaniel
7/26/19	Hearing Order for Order of Protection	2019CV372	Payson Regional Justice Court	Protected Information	Jill Petrie	Protected Information	None	7/26/19	Attempted				McDaniel
7/26/19	Subpoena	2019TR12262	Payson Magistrate Court	State of Arizona	Terry Lowman	Melissa Glinzak / 500 N Club Dr Payson AZ 85541	Melissa Glinzak / 500 N Club Dr Payson AZ 85541	7/26/19	Served				McDaniel
7/19/19	Notice of Violation/Summons	CG1905-008	Payson Magistrate Court	State of Arizona	Margaret Breeden	Margaret Breeden / 905 N Manzanita Dr Payson AZ 85541	Margaret Breeden / 905 N Manzanita Payson AZ 85541	7/26/19	Served				McDaniel
7/26/19	Summons & Complaint	2019CV3520V	Payson Regional Justice Court	CitiBank NA	Phyllis Godwin	Phyllis Godwin / 9147 W Cedar Dr Pine AZ 85541	Phyllis Godwin / 9147 W Cedar Dr Pine AZ 85541	7/26/19	Served				McDaniel
7/26/19	Summons Eviction Action	2019CV376FD	Payson Regional Justice Court	St CroixHomes Group LLC	Jason Lamere & Marni Link	Jason Lamere or Marni Link / 3738 N Ellison Dr Pine AZ 85544	Marni Link / 3738 N Ellison Dr Pine AZ 85544	7/26/19	Served				McDaniel
7/26/19	Order to Show Cause	2019CR12185	Payson Magistrate Court	State of Arizona	Danielle Fisher	Danielle Fisher / Transient	Living in the Valley	7/26/19	Attempted				McDaniel
7/26/19	Subpoena	2019TR12262	Payson Magistrate Court	State of Arizona	Terry Lowman	Andrew McAllister / Protected Information	Andrew McAllister / Protected Information	7/26/19	Served				McDaniel
7/26/19	Summons & Complaint	2019CV335UN	Payson Regional Justice Court	LVNV Funding LLC	Janet Jarrett & J. Doe	Janet Jarrett & J. Doe / 704 E Bobb ST Payson AZ 85541	Rick Hill / 704 E Bobb St Payson AZ 85541	7/26/19	Served				McDaniel
7/26/19	Civil Subpoena	S0400CV201900179	Gila County Superior Court	Marie Coley	Mason Merrill	Payson Unified School District / 902 W Main St Payson AZ 85541	Susan Campbell / 902 W Main St Payson AZ 85541	7/26/19	Served				McDaniel
7/26/19	Subpoena Duces Tecum	DO201800406	Gila County Superior Court	Grant Crane	Nicole Knott	Gila County Sheriff's Office / 108 W Main St Payson AZ 85541	Noemia Binney / 108 W Main St Payson AZ 85541	7/26/19	Served				McDaniel
7/26/19	Subpoena Duces Tecum	DO201800406	Gila County Superior Court	Grant Crane	Nicole Knott	Payson Police Department / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/26/19	Served				McDaniel

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7/26/19	Divorce Packet	DO201900182	Gila County Superior Court	Kyle Venable	Nicole Venable	Nicole Venable / 208 E Chateau Payson AZ 85541	None	7/26/19	Attempted				McDaniel
7/26/19	Notice to Appear; Petition	JV201900098	Gila County Superior Court	State of Arizona	Protected Information	Ashley Griffith / Protected Information	None	7/26/19	Attempted				McDaniel
7/26/19	Divorce Packet	DO201900182	Gila County Superior Court	Kyle Venable	Nicole Venable	Nicole Venable / 2010 N Beeline HWY Payson AZ 85541	Nicole Venable / 2010 N Beeline HWY Payson AZ 85541	7/26/19	Served				McDaniel
7/26/19	Summons Eviction Action	2019CV377FD	Payson Regional Justice Court	John Washington	Jess & Brenda Alexander	Jess & Brenda Alexander / 200 W Round Valley Rd Payson AZ 85541	Posted & Certified Mailed / 200 W Round Valley Rd Payson AZ 85541	7/26/19	Served				McDaniel
7/26/19	Correction to Injunction Against Harassment	J0404CV2019000379	Payson Regional Justice Court	Protected Information	David Hawkyard	Protected Information	Protected Information	7/26/19	Served				McDaniel
7/26/19	Notice to Appear; Petition	JV201900100	Gila County Superior Court	State of Arizona	Protected Information	Protected information	Protected Information	7/26/19	Served				McDaniel
7/26/19	Notice to Appear; Petition	JV201900100	Gila County Superior Court	State of Arizona	Protected Information	Lisa Cockrum / Protected Information	Lisa Cockrum / Protected Information	7/26/19	Served				McDaniel
7/26/19	Order of Protection	J0404CV201900379	Payson Regional Justice Court	Protected Information	David Hawkyard	David Hawkyard / 602 N Wilderness TRL Payson AZ 85541	None	7/26/19	Attempted				McDaniel
7/29/19	Subpoena	2018CR186	Payson Regional Justice Court	State of Arizona	Abdullah Alyami	Deputy Todd / 108 W Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/29/19	Served			158.0	McDaniel
7/29/19	Supoena	2018CR186	Payson Regional Justice Court	State of Arizona	Abdullah Alyami	Deputy Stamper / 108 W Main St Payson AZ 85541	GCSO Clipboard-Mailbox & Email / 108 W Main St payson AZ 85541	7/29/19	Served				McDaniel
7/26/19	Order of Protection	J0404CV2019000379	Payson Regional Justice Court	Protected Information	David Hawkyard	David Hawkyard / 602 N Wilderness TRL Payson AZ 85541	David Hawkyard / 602 N Wilderness TRL Payson AZ 85541	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Chelsee Loucks / Protected Information	Chelsee Loucks / Protected Information	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Lance Chabot / Protected Information	Lance Chabot / Protected Information	7/29/19	Served				McDaniel
7/26/19	Divorce Packet	DO2019000174	Gila County Superior Court	Seth Begay	Bethany Edgar	Bethany Edgar / 713 W Bridle Path Payson AZ 85541	Bethany Edgar / 713 W Bridle Path Payson AZ 85541	7/29/19	Served				McDaniel
7/29/19	Summons Eviction Action	2019CV381FD	Payson Regional Justice Court	Thomas Morgan	Jamie Green	Jamie Green / 200 Old HWY 188 #27 Tonto Basin AZ 85553	Posted & Certified Mailed / 200 Old HWY 188 #27 Payson AZ 85553	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Officer Deschaff / 303 n Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Detective Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Officer Meza / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Officer Johnson / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/29/19	Served				McDaniel
7/29/19	Subpoena	2019CR12047	Payson Magistrate Court	State of Arizona	Joshua Ringwald	Officer Bogatko / 303 N Beeline HWY Payson AZ 85541	PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541	7/29/19	Served				McDaniel

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7/29/19	Subpoena	2018CR186	Payson Regional Justice Court	State of Arizona	Abdullah Alyami	William Kaufman / Protected Information	William Kaufman / Protected Information	7/29/19	Served				McDaniel
7/26/19	Summons & Complaint	S0400CV201900201	Gila County Superior Court	Sarah Roberson	Banner Payson Medical Center	Dr. William Tindall / 120 E Main St Payson AZ 85541	Dr. William Tindall / 120 E Main St Payson AZ 85541	7/29/19	Served				McDaniel
7/29/19	Subpoena	PB2019-00045	Gila County Superior Court	In Re Matter of Margaret M Scadron	None Listed	JP Morgan Chase Bank NA / 201 S Beeline HWY Payson AZ 85541	Tim Tatman / 201 S Beeline HWY Payson AZ 85541	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Charles Teeple / Protected Information	None	7/29/19	Attempted				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Ernest Tuttle / Protected Information	None	7/29/19	Attempted				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Charles Teeple / Protected Information	Charles Teeple / Protected Information	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	John Hatch / Protected Information	John Hatch / Protected Information	7/29/19	Served				McDaniel
7/29/19	Order of Protection	J0404CV2019000382	Payson Regional Justice Court	Protected Information	Timothy Omalley	Timothy Omalley / 3758 E HWY 260 Rm 1 Payson AZ 85541	None	7/29/19	Attempted				McDaniel
7/29/19	Subpoena	2019CR12047	Payson Magistrate Court	State of Arizona	Joshua Ringwald	Lindsay Ward / Protected Information	Lindsay Ward / Protected Information	7/29/19	Served				McDaniel
7/29/19	Hearing Order Prior to Order of Protection	2019CV3800P	Payson Regional Justice Court	Protected Information	Adeline Carlsen	Adeline Carlsen / 312 W Houston Mesa Rd Payson AZ 85541	None	7/29/19	Attempted				McDaniel
7/29/19	Order of Protection	J0404CV2019000382	Payson Regional Justice Court	Protected Information	Timothy Omalley	Timothy Omalley / 3758 E HWY 260 Rm 1 Payson AZ 85541	Timothy Omalley / 3758 E HWY 260 Rm 1 Payson AZ 85541	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Ernest Tuttle / Protected Information	None	7/29/19	Attempted				McDaniel
7/29/19	Hearing Order Prior to Order of Protection	2019CV3800P	Payson Regional Justice Court	Protected Information	Adeline Carlsen	Adeline Carlsen / 312 W Houston Mesa Rd Payson AZ 85541	Adeline Carlsen / 312 W Houston Mesa Rd Payson AZ 85541	7/29/19	Served				McDaniel
7/29/19	Hearing Order on IAH	2019CV378IH	Payson Regional Justice Court	Protected Information	Becky Granger	Protected Information	None	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Ernest Tuttle / Protected Information	None	7/29/19	Attempted				McDaniel
7/29/19	Hearing Order on IAH	2019CV378IH	Payson Regional Justice Court	Protected Information	Becky Granger	Protected Information	Protected Information	7/29/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Ernest Tuttle / Protected Information	Ernest Tuttle / Protected Information	7/29/19	Served				McDaniel
7/26/19	Child Support Packet	DO201900191	Gila County Superior Court	State of Arizona	Ashley Rogers	Ashley Rogers / 569 N Pinon Rd Star Valley Az	None	7/29/19	Attempted				McDaniel
7/29/19	Order to Show Cause	2018CR12382	Payson Magistrate Court	State of Arizona	Anthony Villines	Anthony Villines / 303 W Wade Ln Payson AZ 85541	None	7/29/19	Attempted				McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Denise Wery / Protected Information	Denise Wery / Protected Information	7/30/19	Served			87.5	McDaniel
7/26/19	Criminal Subpoena	CR2019087	Gila County Superior Court	State of Arizona	Michael Cale	Michele Bailey / Protected Information	Michele Bailey / Protected Information	7/30/19	Served				McDaniel

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7/29/19	Order to Show Cause	2018CR12382	Payson Magistrate Court	State of Arizona	Anthony Villines	Anthony Villines / 303 W Wade Ln Payson AZ 85541	None	7/30/19	Attempted				McDaniel
7/30/19	Order of Protection	J0404CV2019000385	Payson Regional Justice Court	Protected Information	Jessica Theisen	Jessica Theisen / 601 S Beeline HWY Payson AZ 85541	Jessica Theisen / 601 S Beeline HWY Payson AZ 85541	7/30/19	Served				McDaniel
7/30/19	Order of Protection	J0404CV2019000388	Payson Regional Justice Court	Protected Information	Janet Omalley	Janet Omalley / 63 Lanners Ln Star Valley AZ 85541	Janet Omalley / 59 Lanners Ln Star Valley AZ 85541	7/30/19	Served				McDaniel
7/30/19	Order of Protection	J0404CV2019000387	Payson Regional Justice Court	Protected Information	Robert Jensen	Robert Jensen / 63 S Lanners Ln Star Valley AZ 85541	Robeert Jensen / 59 Lanners Ln Star Valley AZ 85541	7/30/19	Served				McDaniel
7/26/19	Criminal Subpoena	CR20190787	Gila County Superior Court	State of Arizona	Michael Cale	Detective Henze / Mariopa County Attorney Office	Detective Henze / Emailed & Acknowledged	7/30/19	Served				Rust
7/30/19	Summons	M0444CR2019012193	Payson Magistrate Court	State of Arizona	Cody Myers- Garcia	Cody Myers- Garcia / 603 S Colcord #C Payson AZ 85541	None	7/30/19	Attempted				McDaniel
7/30/19	Summons	J0404CR2019000163	Payson Regional Justice Court	State of Arizona	Carolena Guerra	Carolena Guerra / Tonto Apache Reservation #15 Payson AZ 85541	Carolena Guerra / Tonto Apache Reservation #8 Payson AZ 85541	7/30/19	Served				Sgt. Palmer
7/30/19	Summons	M0444CR2019012190	Payson Magistrate Court	State of Arizona	Kaylee Butler	Kaylee Butler / 300 W Bonita #26 Payson AZ 85541	Moved to Lakeside AZ	7/30/19	Attempted				McDaniel
7/26/19	Child Support Packet	DO201900191	Gila County Superior Court	State of Arizona	Ashley Rogers	Ashley Rogers / 569 N Pinon Rd Star Valley Az	None	7/30/19	Attempted				McDaniel
7/30/19	Summons	M0444CR2019012193	Payson Magistrate Court	State of Arizona	Cody Myers- Garcia	Cody Myers- Garcia / 603 S Colcord #C Payson AZ 85541	Cody Myers- Garcia / 603 S Colcord #C Payson AZ 85541	7/30/19	Served				McDaniel
7/30/19	Release Conditions & Release Order	DR#2019-8515	Payson Regional Justice Court	State of Arizona	Zaigeria Joseph Garcia	Zaigeria Joseph Garcia / 107 E Airline Blvd Payson AZ 85541	None	7/30/19	Attempted				McDaniel
7/30/19	Summons	M0444CR2019012194	Payson Magistrate Court	State of Arizona	Nathan Neil	Nathan Neil / 912 W Summitt Payson AZ 85541	None	7/30/19	Attempted				McDaniel
7/30/19	Summons	M0444CR2019012194	Payson Magistrate Court	State of Arizona	Nathan Neil	Nathan Neil / 613 W Colt Cir Payson AZ 85541	Moved to North Carolina	7/30/19	Attempted				McDaniel
7/26/19	Child Support Packet	DO201900191	Gila County Superior Court	State of Arizona	Ashley Rogers	Ashley Rogers / 569 N Pinon Rd Star Valley Az	Ashley Rogers / 569 N Pinon Rd Star Valley Az	7/30/19	Served				McDaniel
7/30/19	Release Conditions & Release Order	DR#2019-8515	Payson Regional Justice Court	State of Arizona	Zaigeria Joseph Garcia	Zaigeria Joseph Garcia / 107 E Airline Blvd Payson AZ 85541	None	7/30/19	Attempted				McDaniel
7/30/19	Notice of Hearing	2019CR67	Payson Regional Justice Court	State of Arizona	Kyle Shaw	Kyle Shaw / ATL in woods behind Ace Payson AZ 85541	None	7/30/19	Attempted				McDaniel
7/30/19	Order to Appear	PB201900045	Gila County Superior Court	In Re Matter of Margaret M Scadron	Peter Scadron	Peter Scadron / 9619 Coyote Dr Payson AZ 85541	Peter Scadron / 9619 Coyote Dr Payson AZ 85541	7/31/19	Served			163.6	McDaniel
7/30/19	Notice of Hearing	2019CR67	Payson Regional Justice Court	State of Arizona	Kyle Shaw	Kyle Shaw / ATL in woods behind Ace Payson AZ 85541	None	7/31/19	Attempted				McDaniel
7/29/19	Order to Show Cause	2018CR12382	Payson Magistrate Court	State of Arizona	Anthony Villines	Anthony Villines / 303 W Wade Ln Payson AZ 85541	None	7/31/19	Attempted				McDaniel
7/31/19	Debtors Exam	2017CV3065C	Payson Regional Justice Court	State of Arizona	All Hours RV	Timothy LaTour / 300 S Colcord Payson AZ 85541	Ashley LaTour / 300 S Colcord Payson AZ 85541	7/31/19	Served				Phillips
7/31/19	Order of Protection	J0404CV2019000392	Payson Regional Justice Court	Protected Information	Aryana Orozco	Aryana Orozco / 404 E Forest Dr Payson AZ 85541	Aryana Orozco / 404 E Forest Dr Payson AZ 85541	7/31/19	Served				Phillips

Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

Mileage Total:	2475.6
----------------	--------

1 July 1983a

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General Fund

FUND # _____

REMITTING AGENCY Payson Regional Constable #324

BILLING PERIOD July 2019

[illegible]

Preparer Signature: [Signature]

Title Constable Clerk

Approved Signature: [Signature]

Title _____

SUMMARY OF DEPOSIT

Currency	40
Coins	
Checks	1891.28
Total	1931.28

$$2 \times 20 = 40$$

TREASURER By

Date _____

ORIGINATING OFFICE

141227

ARF-5632

Consent Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 09/03/2019

Reporting Period: Globe Regional Constable's Monthly Report for July 2019

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Michael Sellars, Constable Clerk

Information

Subject

Globe Regional Constable's Monthly Report for July 2019.

Suggested Motion

Acknowledgment of the July 2019 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

July 2019

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

JULY 2019
MONTHLY REPORT
TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Dan Rodriguez
Deputy Constable



Michael Sellars
Constable Clerk

Office of
Globe Regional Constable
Ruben Mancha

August 8 , 2019

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 2019, the Globe Regional Constable's Office:

Received a total of 145 papers for service with 239 attempts.

Drove a total of 957 miles.

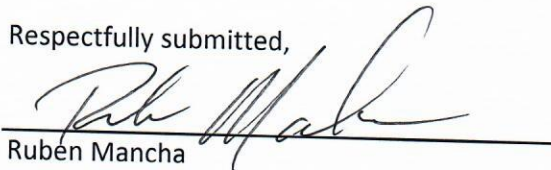
Mailed a total of 0 warrant letters.

Bailiff for Justice Court 3.

Collected a total of \$1880.52 as follows:

Total Deposited:	\$1,880.52
Less Refunds	<u>\$76.00</u>
Paid to General Fund:	\$1,880.52

Respectfully submitted,



Ruben Mancha
Globe Regional Constable
Gila County, Globe, Arizona

GLOBE REGIONAL CONSTABLE OFFICE
FEES COLLECTED
JULY 2019

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH	RECEIPT NUMBER	REFUNDS
5/29/2019	Steve Schell	1905CO112	\$40.00	Ncourt	731032	\$0.00
6/14/2019	Jane Evans	1906CO043	\$40.00	Ncourt	731039	
6/24/2019	Kevin Fane	1906CO120	\$48.00	Ncourt	731044	\$0.00
6/28/2019	Alhambra MHP	1906CO185	\$48.00	Cash	731047	\$0.00
6/28/2019	Alhambra MHP	1906CI186	\$48.00	Cash	731048	\$0.00
6/28/2019	Snell & Wilmer LLP	1906CO019	\$40.00	Check	731049	\$0.00
7/1/2019	Steve Schell	1907CO001	\$82.00	Ncourt	731050	\$0.00
7/1/2019	Law office of John Perlman	1907CO004	\$349.52	Check	731051	\$0.00
		1907CO005				
		1907CO006				
		1907CO007				
		1907CO008				
		1907CO009				
7/3/2019	Larry Fuller	1907CO018	\$40.00	Cash	731052	\$0.00
7/3/2019	Holiday Hills	1907CO020	\$164.00	Cash	731053	\$0.00
		1907CO021				
7/3/2019	Flores & Clark PC	1907CO030	\$40.00	Check	731054	\$0.00
7/5/2019	GPS Servers LLC	1907CO076	\$64.00	Check	731055	\$0.00
7/5/2019	CPM Corporation	1907CO141	\$100.00	Check	731056	\$60.00
7/9/2019	ProVest	1907CO015	\$64.00	Check	731057	\$0.00
7/9/2019	Perennial Properties	1907CO016	\$48.00	Cash	731058	\$0.00
7/9/2019	Globe MHP	1907CO017	\$48.00	Cash	731059	\$8.00
7/10/2019	Copper Hills LP	1907CO023	\$48.00	Check	731060	\$0.00
7/11/2019	Globe MHP	1907CO059	\$48.00	Cash	731061	\$8.00
7/11/2019	Aaron Renteria	1907CO061	\$56.00	Ncourt	731062	\$0.00
7/15/2019	Law office of William Clemmens	1907CO066	\$40.00	Cash	731063	\$0.00
7/15/2019	Vanessa Barajas	1907CO065	\$40.00	Cash	731064	\$0.00
7/15/2019	Rock House Trailer Park	1907CO068	\$164.00	Check	731065	\$0.00
		1907CO069				
7/17/2019	Law office of William Clemmens	1907CO078	\$40.00	Cash	731066	\$0.00
7/18/2019	Bill Fogle	1907CO083	\$48.00	Cash	731067	\$0.00
7/26/2019	ProVest	1907CO100	\$69.00	Check	731068	\$0.00
7/26/2019	ProVest	Service Returned	VOID	Check	731069	\$0.00
7/26/2019	GPS Servers LLC	1907CO086	\$64.00	Check	731071	0
Receipt 731070 on August Fee Log Ncourt pymt						
Collected:			\$1,880.52			
Refunds:						

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellers

Precinct: Globe



Total Cases Served/Attempted:

239

Mileage Total: 957

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
7/1/19	Summons: Forcible Detainer	J0403CV2019-235	Globe Regional Justice Court	Steve Schell	Joseph Leroy Vance	Joseph Vance/8958 S. Six Shooter Canyon, Globe, AZ 85501	Posted on Door and Cerified Mail	7/1/19	Served			47	Mancha
6/28/19	Order to Show Cause	M0441CR2019-7004	Globe Regional Justice Court	State of Arizona	Alisia Bishop	Alisia Bishop/5546 E. Roberts Dr Globe, Az 85501	None	7/1/19	Attempted				Rodriguez
6/27/19	Order to Show Cause	M0441NC2019-7006	Globe Regional Justice Court	State of Arizona	Carl Carpenter	Carl Carpenter/180 Railroad Ct Globe, Az 85501	None	7/1/19	Attempted				Rodriguez
6/28/19	Order to Show Cause	J0403CR2018-143	Globe Regional Justice Court	State of Arizona	Marko Orozco	Marko Orozco/8622 S. Ice House Cyn Globe, Az 85501	None	7/1/19	Attempted				Rodriguez
6/28/19	Order to Show Cause	J0403CR2017-23	Globe Regional Justice Court	State of Arizona	Marko Orozco	Marko Orozco/8622 S. Ice House Cyn Globe, Az 85501	None	7/1/19	Attempted				Rodriguez
6/28/19	Order to Show Cause	J0403CR2015-696	Globe Regional Justice Court	State of Arizona	James Castaneda	James Castaneda/260 Chisholm Ave Miami, Az 85539	None	7/1/19	Attempted				Rodriguez
6/28/19	Order to Show Cause	J0403TR2018-43	Globe Regional Justice Court	State of Arizona	Marko Orozco	Marko Orozco/8622 S. Ice House Cyn Globe, Az 85501	None	7/1/19	Attempted				Rodriguez
7/1/19	Order to Show Cause	J0403CR2017-23	Globe Regional Justice Court	State of Arizona	Marko Orozco	Marko Orozco/8622 S. Ice House Cyn Globe, Az 85501	None	7/1/19	Attempted				Rodriguez
7/1/19	Order of Protection	J0403CV2019-253	Globe Regional Justice Court	Protected Person	Jerry Jones	Jerry Jones/5900 N. Main St #189, Globe, AZ 85501	Jerry Jones/1100 South St, Globe, AZ 85501 - Jail	7/1/19	Served				Mancha
7/1/19	Subpoena	J0403TR2019-1474	Globe Regional Justice Court	State of Arizona	Dustin Lee Rath	Justin Reynolds/175 N. Pine St., Globe, AZ 85501	J. Valenzuela/ 175 N. Pine St, Globe, AZ 85501	7/1/19	Served				Rodriguez
7/1/19	Summons: Forcible Detainer	J0403CV2019-257	Globe Regional Justice Court	Santiago Copper Country	Richard Otis Seymour	Richard Seymour/5900 Main St., #1675, Globe, AZ 85501	Richard Seymour/5900 Main St., #1675, Globe, AZ 85501	7/1/19	Served				Rodriguez
7/1/19	Summons: Forcible Detainer	J0403CV2019-258	Globe Regional Justice Court	Rock House Trailer Park	Lynnard Scott Johnson	Lynard Johnson/5732 AZ Highway 288, #28-30,Roosevelt, AZ 85545	Lynard Johnson/5732 AZ HWY 288, #28-30,Roosevelt,	7/2/19	Served			93	Mancha
7/1/19	Summons: Forcible Detainer	J0403CV2019-260	Globe Regional Justice Court	Rock House Trailer Park	Shannon Marie Blackwell	Shannon Blackwell/5926 Hwy 288, #1, Roosevelt, AZ 85545	Shannon Blackwell/5926 Hwy 288, #1, Roosevelt, AZ 85545	7/2/19	Served				Mancha
7/1/19	Summons: Forcible Detainer	J0403CV2019-261	Globe Regional Justice Court	Rock House Trailer Park	Tina Mishelle Yates	Tina Yates/5732 AZ HWY 288, #46-50,Roosevelt,	Tina Yates/5732 AZ HWY 288, #46-50,Roosevelt,	7/2/19	Served				Mancha
7/1/19	Summons: Forcible Detainer	J0403CV2019-262	Globe Regional Justice Court	Rock House Trailer Park	Ena Susanne Bluebaugh	Ena Bluebaugh/5732 AZ HWY 288, #31-35 ,Roosevelt, AZ	Ena Bluebaugh/5732 AZ HWY 288, #31-35 ,Roosevelt, AZ	7/2/19	Served				Mancha
7/1/19	Summons: Forcible Detainer	J0403CV2019-263	Globe Regional Justice Court	Rock House Trailer Park	Patricia H Ferguson	Patricia Ferguson/5732 AZ Highway 288, #5,Roosevelt, AZ 85545	Posted on Door and Cerified Mail	7/2/19	Served				Mancha
7/3/19	Write of Restitution	J0403CV2019-239	Globe Regional Justice Court	Holiday Hills MHP	John Mahaven	John Mahaven/2165 N. Wheatfields Rd #119, Globe, AZ 85501	John Mahaven/2165 N. Wheatfields Rd #119, Globe, AZ 85501	7/3/19	Served			63	Mancha
7/3/19	Write of Restitution	J0403CV2019-239	Globe Regional Justice Court	Holiday Hills MHP	Daniel Illig	Daniel Illig/2165 N. Wheatfields Rd #95, Globe, AZ 85501	Daniel Illig/2165 N. Wheatfields Rd #95, Globe, A	7/3/19	Served				Mancha
7/3/19	Divorce Packet- Response	DO201900163	Gila County Superior Court	Angelina Fuller	Larry Fuller	Angelina Fuller/1400 E. Ash ST, Globe, AZ 85501	Angelina Fuller/1400 E. Ash ST, Globe, AZ 85501	7/3/19	Served				Mancha
7/3/19	Notice of Hearing	J0403TR2019-1512	Globe Regional Justice Court	State of Arizona	Michael Madrid	S. Armstrong/1100 South St. Globe, AZ 85501	Chebel Samdoval/1100 South, Globe, AZ 85501	7/8/19	Served			78	Rodriguez
7/3/19	Notice of Hearing	J0403TR2019-1497	Globe Regional Justice Court	State of Arizona	Brittney Johnson	S. Armstrong/1100 South St. Globe, AZ 85501	Chebel Samdoval/1100 South, Globe, AZ 85501	7/8/19	Served				Rodriguez
7/3/19	Notice of Hearing	J0403TR2019-1494	Globe Regional Justice Court	State of Arizona	Larry Lee Slade	S. Armstrong/1100 South St. Globe, AZ 85501	Chebel Samdoval/1100 South, Globe, AZ 85501	7/8/19	Served				Rodriguez
7/3/19	Subpoena	DO201900136	Gila County Superior Court	Marianne Millanes	Steven Rodgers	S. Armstrong/1100 South St. Globe, AZ 85501	Chebel Samdoval/1100 South, Globe, AZ 85501	7/8/19	Served				Rodriguez
7/5/19	Alalis Summons	S0400DV2019-178	Gila County Superior Court	Alfredo Guerrero	Ermalinda Dias Revocable Trust	Gila County Treasurer/1400 E. Ash ST, Globe, AZ 85501	Amanda Caldera/1400 E. Ash ST, Globe, AZ 85501	7/8/19	Served				Rodriguez
7/5/19	Alalis Summons	S0400DV2019-178	Gila County Superior Court	Alfredo Guerrero	Ermalinda Dias Revocable Trust	Gila County Division of Health Emergenc Managment/5515 Apache Ave #400 Glob	Jennifer Hicklin/5515 Apache Ave #400, Globe, AZ 85501	7/8/19	Served				Rodriguez
7/5/19	Notice to Appear: Petition	JV2019-091	Gila County Superior Court	State of Arizona	Protected Information	Iva Shaffer/651 S. East St, Globe, AZ 85501	Iva Shaffer/651 S. East St, Globe, AZ 85501	7/8/18	Served				Rodriguez
7/8/19	Summons	J0403TR2019-1579	Globe Regional Justice Court	State of Arizona	Manuel Marquez	Manuel Marquez/110 W. Blake St Globe, Az 85501	None	7/8/19	Attempted				Mancha
7/8/19	Summons	J0403TR2019-1578	Globe Regional Justice Court	State of Arizona	Shawn Uptain	Shawn Uptain/1421 E. Monterey Dr #9 Globe, Az 85501	None	7/8/19	Attempted				Mancha
7/8/19	summons	J0403CR2019-464	Globe Regional Justice Court	State of Arizona	Dominic Barajas	Dominic Barajas/185 W. La mesa Terrace #24 Globe, Az 85501	None	7/8/19	Attempted				Mancha
6/26/19	Order to Show Cause	J0403CR2011-74	Globe Regional Justice Court	State of Arizona	Patrick Taraba	Patrick Taraba/1271 N. Wheatfields Rd. Globe, Az 85501	Protected Information	7/8/19	Served				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellars

Precinct: Globe



Total Cases Served/Attempted:

239

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Total:		Daily Mileage	Notes & Served By
										Mileage Start	Mileage End		
7/1/19	Subpoena	2019CR12110	Payson Regional Justice Court	State of Arizona	Anthony James Flynn	Anthony Flynn/425 E. McKellips Blvd, Mesa, AZ 85201	Anthony Flynn, 1100 South St Globe, AZ 85501 - Jail	7/8/19	Served				Mancha
7/9/19	Summons; Forcible Detainer	J0403CV2019-268	Globe Regional Justice Court	Globe MHP	Delpha Neiwerth	Delphia Neiwerth & James Kilonsky/1775 N. Broad St #52 Globe, Az 85501	James Kilonsky/1775 N. Broad St #52 Globe, Az 85501	7/9/19	Served			22	Rodriguez
7/9/19	Summons; Forcible Detainer	J0403CV2019-267	Globe Regional Justice Court	Perennial Properties LLC	Tina Vasquez	Tina Vasquez/7966 S. Pinal view Globe, Az 85501	Posted on Door and Cerified Mail	7/9/19	Served				Mancha
7/8/19	Subpoena	J0403TR2019-1093	Globe Regional Justice Court	State of Arizona	Parrish Speh	Trooper Pena/DPS Hwy 60/70 Globe, Az 85501	D. Sneezy-DPS Hwy 60/70 Globe, Az 85501	7/9/19	Served				Rodriguez
7/9/19	Injunction Against Harassment	J0403CV2019-111	Globe Regional Justice Court	Protected Person	Richard William Woodard	Richard Woodard/698 E. Cedar St., Globe, AZ 85501	None	7/9/19	Attempted				Mancha
7/9/19	Injunction Against Harassment	J0403CV2019-111	Globe Regional Justice Court	Protected Person	Richard William Woodard	Richard Woodard/698 E. Cedar St., Globe, AZ 85501	None	7/9/19	Attempted				Mancha
7/9/19	Summons & Complaint	J0403CV2019-237	Globe Regional Justice Court	Capital One Bank	Jennifer Williams	Jennifer Williams/461 E. Yuma St Globe, Az 85501	None	7/9/19	Attempted				Rodriguez
7/8/19	Subpoena	J0403TR2019-1319	Globe Regional Justice Court	State of Arizona	Kody sarkissian	Trooper Voelker-DPS/DPS Hwy 60/70 Globe, Az 85501	D. Sneezy-DPS Hwy 60/70 Globe, Az 85501	7/9/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403CR2016-274	Globe Regional Justice Court	State of Arizona	Shanna May Coy	Shanna Coy/191 S. Reppy Ave, Miami, AZ 85539	None	7/10/19	Attempted			29	Rodriguez
7/10/19	Order to Show Cause	J0403CR2016-274	Globe Regional Justice Court	State of Arizona	Shanna May Coy	Shanna Coy/191 S. Reppy Ave, Miami, AZ 85539	None	7/10/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-485	Globe Regional Justice Court	State of Arizona	Wade Dunning	Wade Dunning/5865 S. Russell Rd Globe, Az 85501	None	7/10/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-485	Globe Regional Justice Court	State of Arizona	Wade Dunning	Wade Dunning/5865 S. Russell Rd Globe, Az 85501	None	7/10/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-485	Globe Regional Justice Court	State of Arizona	Wade Dunning	Wade Dunning/5865 S. Russell Rd Globe, Az 85501	None	7/10/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-485	Globe Regional Justice Court	State of Arizona	Wade Dunning	Wade Dunning/5865 S. Russell Rd Globe, Az 85501	None	7/10/19	Attempted				Rodriguez
7/9/19	Summons & Complaint	J0403CV2019-237	Globe Regional Justice Court	Capital One Bank	Jennifer Williams	Jennifer Williams/461 E. Yuma St Globe, Az 85501	None	7/10/19	Attempted				Rodriguez
7/10/19	Summons ; Forcible Detainer	J0403CV2019-269	Globe Regional Justice Court	Copper Hills LP	Jeremiah Wieberg & Dena Leanne	Jeremiah Wieberg & Dena Leanne/5528 S. Glendale Globe, Az 85501	Posted on Door and Cerified Mail	7/10/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2018-612	Globe Regional Justice Court	State of Arizona	Linnea Jennings	Linnea Jennings/286 S. High St Globe, Az 85501	Virginia Otero/286 S. High St Globe, Az 85501	7/10/19	Served				Rodriguez
7/11/19	Order to Show Cause	J0403CR2018-189	Globe Regional Justice Court	State of Arizona	Linnea Jennings	Linnea Jennings/286 S. High St Globe, Az 85501	Virginia Otero/286 S. High St Globe, Az 85501	7/10/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403CR2019-137	Globe Regional Justice Court	State of Arizona	Helen Mercer	Helen Mercer/199 E. Haskins Rd Globe, Az 855010	None	7/10/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2017-354	Globe Regional Justice Court	State of Arizona	Helen Mercer	Helen Mercer/199 E. Haskins Rd Globe, Az 855010	None	7/10/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2019-137	Globe Regional Justice Court	State of Arizona	Helen Mercer	Helen Mercer/199 E. Haskins Rd Globe, Az 855010	None	7/10/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2019-137	Globe Regional Justice Court	State of Arizona	Helen Mercer	Helen Mercer/199 E. Haskins Rd Globe, Az 855010	None	7/10/19	Attempted				Rodriguez
7/8/19	Notice of Violation	CG1901-003	Globe Regional Justice Court	Gila County	Jimmy Cano	Jimmy Cano/5728 Midland Ct Globe, Az 85501	Jimmy Cano/5728 Midland Ct Globe, Az 85501	7/10/19	Served				Rodriguez
7/10/19	Order of Protection	PO201900077	Gila County Superior Court	Protected Person	Steven Rodgers	Protected Information	Protected Information	7/10/19	Served				Mancha
7/10/19	Order to Show Cause	J0403CR2017-303	Globe Regional Justice Court	State of Arizona	Amador Jesus Gonzales	Amador Gonzales/496 E. Kline St, Globe, Az 85501	none	7/10/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2018-55	Globe Regional Justice Court	State of Arizona	Deborah Walsh	Deborah Walsh/358 S. East St Globe, Az 85501	Deborah Walsh/358 S. East St Globe, Az 85501	7/10/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403TR2019-874	Globe Regional Justice Court	State of Arizona	Michael Lawrence Falquez	Michael Flaquez, 135 S. Corcoran Ave, Miami, AZ 85539	None	7/10/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403TR2018-2506	Globe Regional Justice Court	State of Arizona	Joedy Campos	Joedy Campos/5900 N. Main St Globe, z 85501	None	7/10/19	Attempted				Rodriguez
7/9/19	Injunction Against Harassment	J0403CV2019-111	Globe Regional Justice Court	Protected Person	Richard William Woodard	Richard Woodard/698 E. Cedar St., Globe, AZ 85501	None	7/10/19	Attempted				Mancha
7/10/19	Summons	J0403CR2019-484	Globe Regional Justice Court	State of Arizona	Cameron Craig	Cameron Craig/1213 N. Globe St, Globe, AZ 85501	None	7/10/19	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellers

County: Gila

Precinct: Globe



Total Cases Served/Attempted:

239

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Total: 957			Notes & Served By
										Mileage Start	Mileage End	Daily Mileage	
7/10/19	Summons	J0403CR2019-481	Globe Regional Justice Court	State of Arizona	Ronald James Benton	Ronald Benton/153 E. Mesquite St #6, Globe, Az 85501	None	7/10/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-481	Globe Regional Justice Court	State of Arizona	Ronald James Benton	Ronald Benton/153 E. Mesquite St #6, Globe, Az 85501	None	7/11/19	Attempted			11	Rodriguez
7/10/19	Summons	J0403CR2019-481	Globe Regional Justice Court	State of Arizona	Ronald James Benton	Ronald Benton/153 E. Mesquite St #6, Globe, Az 85501	None	7/11/19	Attempted				Rodriguez
7/10/19	Subpoena	J0403TR2019-1431	Globe Regional Justice Court	State of Arizona	James Coxon	Trooper Ridge/DPS Hwy 60/70 Globe, Az 85501	T. Gamboa-DPS/DPS Hwy 60/70 Globe, Az 85501	7/11/19	Served				Rodriguez
7/5/19	Summons & Complaint	J0403CV2019-238	Globe Regional Justice Court	LVNV Funding LLC	Adolph P. Ortiz	Adolph Ortiz/1302 E. Saguaro Dr, Globe, Az 85501	None	7/11/19	Attempted				Rodriguez
7/10/19	Criminal Subpoena	Cr2018-419	Globe Regional Justice Court	State of Arizona	Thoreina Hensley	Thoreina Hensley/1177 E. Monroe St, Globe, Az 85501	Jessica Carbajal/1177 E. Monroe St, Globe, Az 85501	7/11/19	Served				Rodriguez
7/10/19	Summons	J0403CR2019-483	Globe Regional Justice Court	State of Arizona	Liza Lianne Napolitano	Liza Napolitano/797 E. Prickly Pear Dr #1, Globe, Az 85501	Liza Napolitano/797 E. Prickly Pear Dr #1, Globe, Az 85501	7/11/19	Served				Rodriguez
7/9/19	Injunction Against Harassment	J0403CV2019-111	Globe Regional Justice Court	Protected Person	Richard William Woodard	Richard Woodard/698 E. Cedar St., Globe, Az 85501	None	7/11/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-484	Globe Regional Justice Court	State of Arizona	Cameron Craig	Cameron Craig/1213 N. Globe St, Globe, Az 85501	None	7/11/19	Attempted				Rodriguez
7/11/19	Summons Forcible Detainer	J0403CV2019-271	Globe Regional Justice Court	Globe MHP	Brent Jared Smith	Brent Smith/1775 N. Broad St #66, globe, Az 85501	Brent Smith/1775 N. Broad St #66, globe, Az 85501	7/11/19	Served				Rodriguez
7/10/19	Summons	J0403CR2019-482	Globe Regional Justice Court	State of Arizona	Paul Anthonny Echevarria	Paul Echevarria/1222 E. Ranch Creek Rd, Globe, Az 85501	None	7/11/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-480	Globe Regional Justice Court	State of Arizona	Miguel Sanchez	Miguel Sanchez/215 Hunter Dr Apt A Globe, Az 85501	None	7/12/19	Attempted			25	Rodriguez
7/10/19	Summons	J0403CR2019-480	Globe Regional Justice Court	State of Arizona	Miguel Sanchez	Miguel Sanchez/215 Hunter Dr Apt A Globe, Az 85501	None	7/12/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2019-137	Globe Regional Justice Court	State of Arizona	Helen Mercer	Helen Mercer/199 E. Haskins Rd Globe, Az 855010	None	7/12/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2017-354	Globe Regional Justice Court	State of Arizona	Helen Mercer	Helen Mercer/199 E. Haskins Rd Globe, Az 855010	None	7/12/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2003-379	Globe Regional Justice Court	State of Arizona	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, Az 85501	William Dybdahl/5576 S. Glendale, Globe, Az 85501	7/12/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403CR2006-129	Globe Regional Justice Court	State of Arizona	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, Az 85501	William Dybdahl/5576 S. Glendale, Globe, Az 85501	7/12/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403CR2006-219	Globe Regional Justice Court	State of Arizona	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, Az 85501	William Dybdahl/5576 S. Glendale, Globe, Az 85501	7/12/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403CR2007-1985	Globe Regional Justice Court	State of Arizona	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, Az 85501	William Dybdahl/5576 S. Glendale, Globe, Az 85501	7/12/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403CR2011-678	Globe Regional Justice Court	State of Arizona	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, Az 85501	William Dybdahl/5576 S. Glendale, Globe, Az 85501	7/12/19	Served				Rodriguez
7/10/19	Summons	J0403CR2019-479	Globe Regional Justice Court	State of Arizona	Angela Tafoya	Angela Tafoya/469 E. Cuprite St Globe, Az 85501	None	7/12/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403TR2014-505	Globe Regional Justice Court	State of Arizona	Douglas Leland Chase	Douglas Chase/148 S. 4th Street, Globe, Az 85501	none	7/12/19	Attempted				Rodriguez
7/9/19	Injunction Against Harassment	J0403CV2019-111	Globe Regional Justice Court	Protected Person	Richard William Woodard	Richard Woodard/698 E. Cedar St., Globe, Az 85501	None	7/12/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-484	Globe Regional Justice Court	State of Arizona	Cameron Craig	Cameron Craig/1213 N. Globe St, Globe, Az 85501	None	7/12/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-476	Globe Regional Justice Court	State of Arizona	Christopher Allen Williams	Christopher Williams/ 131 N. 3rd St, Globe, Az 85501	None	7/12/19	Attempted				Rodriguez
7/11/19	Child Custody Packet	D0201900181	Gila County Superior Court	Aaron Renteria	Juanita Moya	Juanita Moya/167 S. Mackey Camp Rd, Miami, Az 85539	None	7/12/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-476	Globe Regional Justice Court	State of Arizona	Christopher Allen Williams	Christopher Williams/ 131 N. 3rd St, Globe, Az 85501	None	7/12/19	Attempted				Rodriguez
7/11/19	Summons	J0403CR2019-494	Globe Regional Justice Court	State of Arizona	Craig Cordell Cameron	Craig Cameron/1213 N. Globe St, Globe, Az 85501	None	7/12/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-484	Globe Regional Justice Court	State of Arizona	Cameron Craig	Cameron Craig/1213 N. Globe St, Globe, Az 85501	None	7/13/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-484	Globe Regional Justice Court	State of Arizona	Cameron Craig	Cameron Craig/1213 N. Globe St, Globe, Az 85501	None	7/13/19	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellers

County: Gila

Precinct: Globe



Total Cases Served/Attempted:

239

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Total:		Daily Mileage	Notes & Served By
										Mileage Start	Mileage End		
7/5/19	Summons & Complaint	J0403CV2019-238	Globe Regional Justice Court	LVNV Funding LLC	Adolph P. Ortiz	Adolph Ortiz/1302 E. Saguaro Dr, Globe, AZ 85501	Adolph Ortiz/1302 E. Saguaro Dr, Globe, AZ 85501	7/13/19	Served				Rodriguez
7/9/19	Injunction Against Harassment	J0403CV2019-111	Globe Regional Justice Court	Protected Person	Richard William Woodard	Richard Woodard/698 E. Cedar St., Globe, AZ 85501	None	7/13/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-479	Globe Regional Justice Court	State of Arizona	Angela Tafoya	Angela Tafoya/469 E. Cuprite St Globe, Az 85501	None	7/13/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2017-303	Globe Regional Justice Court	State of Arizona	Amador Jesus Gonzales	Amador Gonzales/496 E. Kline St, Globe, AZ 85501	none	7/13/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403TR2014-505	Globe Regional Justice Court	State of Arizona	Douglas Leland Chase	Douglas Chase/148 S. 4th Street, Globe, AZ 85501	Douglas Chase/148 S. 4th Street, Globe, AZ 85501	7/13/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403TR2018-1762	Globe Regional Justice Court	State of Arizona	Lamandalyne L. Promise	Lamandalyne Promis/216 W. Ruiz Canyon Rd., Globe, AZ 85501	none	7/13/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-476	Globe Regional Justice Court	State of Arizona	Christopher Allen Williams	Christopher Williams/ 131 N. 3rd St, Globe, AZ 85501	None	7/13/19	Attempted				Rodriguez
7/11/19	Child Custody Packet	D0201900181	Gila County Superior Court	Aaron Renteria	Juanita Moya	Juanita Moya/167 S. Mackey Camp Rd, Miami, AZ 85539	None	7/13/19	Attempted				Rodriguez
6/1/19	Order to Show Cause	J0403CR2018-143	Globe Regional Justice Court	State of Arizona	Marko Orozco	Marko Orozco/8622 S. Ice House Cyn Globe, Az 85501	None	7/13/19	Attempted				Rodriguez
6/28/19	Order to Show Cause	J0403CR2017-23	Globe Regional Justice Court	State of Arizona	Marko Orozco	Marko Orozco/8622 S. Ice House Cyn Globe, Az 85501	None	7/13/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403TR2019-874	Globe Regional Justice Court	State of Arizona	Michael Lawrence Falquez	Michael Flaquez, 135 S. Corcoran Ave, Miami, AZ 85539	None	7/13/19	Attempted				Rodriguez
7/11/19	Summons	J0403CR2019-494	Globe Regional Justice Court	State of Arizona	Craig Cordell Cameron	Craig Cameron/1213 N. Globe St, Globe, AZ 85501	None	7/13/19	Attempted				Rodriguez
7/11/19	Summons	J0403CR2019-494	Globe Regional Justice Court	State of Arizona	Craig Cordell Cameron	Craig Cameron/1213 N. Globe St, Globe, AZ 85501	None	7/13/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2017-303	Globe Regional Justice Court	State of Arizona	Amador Jesus Gonzales	Amador Gonzales/496 E. Kline St, Globe, AZ 85501	none	7/14/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-480	Globe Regional Justice Court	State of Arizona	Miguel Sanchez	Miguel Sanchez/215 Hunter Dr Apt A Globe, Az 85501	none	7/14/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403TR2019-1024	Globe Regional Justice Court	State of Arizona	Megan Cecil	Megan Cecil/Pueble Hgts MHP #83, Globe, AZ 85501	none	7/14/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403TR2019-1024	Globe Regional Justice Court	State of Arizona	Megan Cecil	Megan Cecil/Pueble Hgts MHP #83, Globe, AZ 85501	Megan Cecil/Pueble Hgts MHP #83, Globe, AZ 85501	7/14/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403TR2019-874	Globe Regional Justice Court	State of Arizona	Michael Lawrence Falquez	Michael Flaquez, 135 S. Corcoran Ave, Miami, AZ 85539	None	7/14/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403TR2019-1039	Globe Regional Justice Court	State of Arizona	Toby Keith Wright	Toby Wright/960 Linda Vista Dr, Globe, AZ 85501	Toby Wright/960 Linda Vista Dr, Globe, AZ 85501	7/14/19	Served				Rodriguez
7/10/19	Summons	J0403CR2019-479	Globe Regional Justice Court	State of Arizona	Angela Tafoya	Angela Tafoya/469 E. Cuprite St Globe, Az 85501	none	7/14/19	Attempted				Rodriguez
7/15/19	Summons	M0441CR2019-7005	Globe Regional Justice Court	State of Arizona	Manuel Gonzales	Manuel Gonzales/165 S. Loomis Ave, Miami, AZ 85539	None	7/15/19	Attempted			16	Rodriguez
7/15/19	Injunction Against Harassment	J0403CV2019-273	Globe Regional Justice Court	Protected information	Andre Garcia	Andre Garcia/5900 N. Main St #66, Globe, AZ 85501	none	7/15/19	Attempted				Mancha
7/15/19	Injunction Against Harassment	J0403CV2019-273	Globe Regional Justice Court	Protected information	Andre Garcia	Andre Garcia/5900 N. Main St #66, Globe, AZ 85501	Andre Garcia/5900 N. Main St #66, Globe, AZ 85501	7/15/19	Served				Mancha
7/10/19	Summons	J0403CR2019-479	Globe Regional Justice Court	State of Arizona	Angela Tafoya	Angela Tafoya/469 E. Cuprite St Globe, Az 85501	None	7/15/19	Attempted				Rodriguez
7/15/19	Summons	M0441CR2019-7005	Globe Regional Justice Court	State of Arizona	Manuel Gonzales	Manuel Gonzales/165 S. Loomis Ave, Miami, AZ 85539	None	7/16/19	Attempted			62	Rodriguez
7/15/19	Five Day Notice	none	none	William Clemmens	Carla June Vance	Carla Vance/1821 N. Wheatfields Rd, Globe, AZ 85501	Posted on Door and Cerified Mail	7/16/19	Served				Mancha
7/15/19	Write of Restitution	J0403CV2019-258	Globe Regional Justice Court	Rock House Trailer Park	Lynnard Scott Johnson	Lynnard Johnson/5732 N. AZ Hwy 288, #28 Globe, AZ 85501	Lynnard Johnson/5732 N. AZ Hwy 288, #28 Globe, AZ 85501	7/16/19	Served				Mancha
7/15/19	Write of Restitution	J0403CV2019-263	Globe Regional Justice Court	Rock House Trailer Park	Patricia H. Ferguson	Patricia Ferguson/5732 N. AZ Hwy 288, #39 Globe, AZ 85501	Patricia Ferguson/5732 N. AZ Hwy 288, #39 Globe, AZ 85501	7/16/19	Served				Mancha
7/9/19	Injunction Against Harassment	J0403CV2019-111	Globe Regional Justice Court	Protected Person	Richard William Woodard	Richard Woodard/698 E. Cedar St., Globe, AZ 85501	None	7/17/19	Attempted			50	Mancha
7/10/19	Order to Show Cause	J0403TR2019-874	Globe Regional Justice Court	State of Arizona	Michael Lawrence Falquez	Michael Flaquez, 135 S. Corcoran Ave, Miami, AZ 85539	None	7/17/19	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars

County: Gila

Precinct: Globe



Total Cases Served/Attempted:

239

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Total:		Daily Mileage	Notes & Served By
										Mileage Start	Mileage End		
7/11/19	Child Custody Packet	D0201900181	Gila County Superior Court	Aaron Renteria	Juanita Moya	Juanita Moya/167 S. Mackey Camp Rd, Miami, AZ 85539	None	7/17/19	Attempted				Mancha
7/11/19	Child Custody Packet	D0201900181	Gila County Superior Court	Aaron Renteria	Juanita Moya	Juanita Moya/167 S. Mackey Camp Rd, Miami, AZ 85539	None	7/17/19	Attempted				Mancha
7/17/19	Summons	J0403CR2019-507	Globe Regional Justice Court	State of Arizona	Allen Owens	Allen Owens/187 S. Franz Ave Miami, Az 85539	None	7/17/19	Attempted				Rodriguez
7/11/19	Child Custody Packet	D0201900181	Gila County Superior Court	Aaron Renteria	Juanita Moya	Juanita Moya/167 S. Mackey Camp Rd, Miami, AZ 85539	Juanita Moya/5691 Central Ave, Globe, AZ 85501	7/17/19	Served				Mancha
7/15/19	Summons	M0441CR2019-7005	Globe Regional Justice Court	State of Arizona	Manuel Gonzales	Manuel Gonzales/165 S. Loomis Ave, Miami, AZ 85539	None	7/17/19	Attempted				Rodriguez
7/17/19	Notice to Appear: Petition	JN2019-94	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/17/19	Served				Rodriguez
7/17/19	Notice to Appear: Petition	JN2019-94	Gila County Superior Court	State of Arizona	Protected Information	Sharlet Webb/5900 N. Main St #47, Globe, AZ 85501	Sharlet Webb/5900 N. Main St #47, Globe, AZ 85501	7/17/19	Served				Rodriguez
7/17/19	Notice to Appear: Petition	JN2019-95	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/17/19	Attempted				Rodriguez
7/17/19	Notice to Appear: Petition	JN2019-95	Gila County Superior Court	State of Arizona	Protected Information	Lola Porto/1171 W. Frederic St, Miami, AZ 85539	Lola Porto/1171 W. Frederic St, Miami, AZ 85539	7/17/19	Attempted				Rodriguez
7/17/19	Notice	None	none	William Clemments	Carla June Vance	Carla Vance/1821 N. Wheatfields Rd, Globe, AZ 85501	Posted on Door and Cerified Mail	7/17/19	Served				Mancha
7/17/19	Notice to Appear: Petition	JV2019-95	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/18/19	Served			3	Rodriguez
7/17/19	Notice to Appear: Petition	JV2019-95	Gila County Superior Court	State of Arizona	Protected Information	Lola Porto/1171 W. Frederic St, Miami, AZ 85539	None	7/18/19	Attempted				Rodriguez
7/17/19	Notice to Appear: Petition	JV2019-95	Gila County Superior Court	State of Arizona	Protected Information	Lola Porto/1171 W. Frederic St, Miami, AZ 85539	Lola Porto/1171 W. Frederic St, Miami, AZ 85539	7/18/19	Served				Rodriguez
7/18/19	Notice to Appear: Petition	JV2019-85	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/18/19	Attempted				Rodriguez
7/18/19	Notice to Appear: Petition	JV2019-85	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/18/19	Attempted				Rodriguez
7/18/19	Summons and Complaint	CC2019-071899	West Mesa Justice	Midland Funding LLC	Marsha Biakeddy	Marsha Biakeddy/1201 Prospect Ave, Miami, AZ 85539	None	7/18/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2017-303	Globe Regional Justice Court	State of Arizona	Amador Jesus Gonzales	Amador Gonzales/496 E. Kline St, Globe, AZ 85501	Amador Gonzales/496 E. Kline St, Globe, AZ 85501	7/18/19	Served				Rodriguez
7/17/19	Summons	J0403CR2019-507	Globe Regional Justice Court	State of Arizona	Allen Owens	Allen Owens/187 S. Franz Ave Miami, Az 85539	None	7/18/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403TR2019-874	Globe Regional Justice Court	State of Arizona	Michael Lawrence Falquez	Michael Flaquez, 135 S. Corcoran Ave, Miami, AZ 85539	None	7/18/19	Attempted				Rodriguez
6/28/19	Order to Show Cause	M0441CR2019-7004	Globe Regional Justice Court	State of Arizona	Alisia Bishop	Alisia Bishop/5546 E. Roberts Dr Globe, Az 85501	None	7/18/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-482	Globe Regional Justice Court	State of Arizona	Paul Anbthony Echevarria	Paul Echevarria/1222 E. Ranch Creek Rd, Globe, Az 85501	None	7/18/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-482	Globe Regional Justice Court	State of Arizona	Paul Anbthony Echevarria	Paul Echevarria/1222 E. Ranch Creek Rd, Globe, Az 85501	None	7/18/19	Attempted				Mancha
7/10/19	Summons	J0403CR2019-479	Globe Regional Justice Court	State of Arizona	Angela Tafoya	Angela Tafoya/2165 N. Wheatfields Rd #59 Globe, Az 85501	None	7/18/19	Attempted				Rodriguez
6/20/19	Criminal Subpoena	J0403CR2019-143	Globe Regional Justice Court	State of Arizona	Taryn Modica	Protected Information	None	7/18/19	Attempted				Rodriguez
7/18/19	Order of Protection	J0403CV2019-285	Globe Regional Justice Court	Protected Person	Richard Mario Jinzo	Richard Jinzo/425 N. Willow ST., Globe, AZ 85501	Richard Jinzo/425 N. Willow ST., Globe, AZ 85501	7/18/19	Served				Mancha
7/19/19	Divorce Packet	DO201900187	Gila County Superior Court	Lynn Dybdahl	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, AZ 85501	None	7/19/19	Attempted			7	Rodriguez
7/10/19	Order to Show Cause	J0403CR2015-679	Globe Regional Justice Court	State of Arizona	Hunter Garner	Hunter Garner/128 N. Trampps Cir Globe, Az 85501	none	7/19/19	Attempted				Rodriguez
7/18/19	Injunction Against Harassment	J0403CV2019-361	Globe Regional Justice Court	Protected Person	Gary Don Rodgers	Gary Rodgers/301 Colcord Estates, Payson, Az	Gary Rodgers/1100 South St, Globe, Az 85501 Jail	7/19/19	Served				Mancha
7/9/19	Injunction Against Harassment	J0403CV2019-111	Globe Regional Justice Court	Protected Person	Richard William Woodard	Richard Woodard/698 E. Cedar St., Globe, AZ 85501	Richard Woodard/1100 South St, Globe, Az 85501 Jail	7/19/19	Served				Mancha
7/10/19	Order to Show Cause	J0403CR2015-679	Globe Regional Justice Court	State of Arizona	Hunter Garner	Hunter Garner/128 N. Trampps Cir Globe, Az 85501	None	7/19/19	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellers

Precinct: Globe



Total Cases Served/Attempted:

239

Mileage Total: 957

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
7/10/19	Order to Show Cause	J0403CR2015-679	Globe Regional Justice Court	State of Arizona	Hunter Garner	Hunter Garner/128 N. Trampps Cir Globe, Az 85501	None	7/19/19	Attempted				Rodriguez
7/18/19	Summons ; Forcible Detainer	J0403CV2019-286	Globe Regional Justice Court	William Fogle	Abraham Adan Gutierrez	Abraham Gutierrez/1077 E. Bailey St, Globe, AZ 85501	Posted on Door and Cerified Mail	7/19/19	Served				Mancha
7/19/19	Subpoena	J0403TR2019-1319	Globe Regional Justice Court	State of Arizona	Dan Voelker	Dan Voelker/1902 Hwy 60/70, Globe, AZ 85501	Monika Sneeqy/1902 Hwy 60/70, Globe, AZ 85501	7/19/19	Served				Rodriguez
7/10/19	Summons	J0403CR2019-479	Globe Regional Justice Court	State of Arizona	Angela Tafoya	Angela Tafoya/2165 N. Wheatfields Rd #59 Globe, Az 85501	none	7/19/19	Attempted				Rodriguez
7/18/19	Notice to Appear: Petition	JV2019-85	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/19/19	Attempted				Rodriguez
7/18/19	Notice to Appear: Petition	JV2019-85	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/19/19	Served				Rodriguez
7/18/19	Notice to Appear: Petition	JV2019-85	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	none	7/19/19	Attempted				Rodriguez
7/18/19	Notice to Appear: Petition	JV2019-85	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	7/19/19	Served				Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-254	Globe Regional Justice Court	LVNV Funding LLC	Deziree Chantell Verdugo	Deziree Verdugo/247 S. Latham Blvd, Miami, AZ 85539	None	7/19/19	Attempted				Rodriguez
7/18/19	Summons and Complaint	CC2019-071899	West Mesa Justice	Midland Funding LLC	Marsha Biakieddy	Marsha Biakieddy/1201 Prospect Ave, Miami, AZ 85539	None	7/20/19	Attempted				Rodriguez
7/18/19	Notice of Violation and Summons	CG1907-008	Gila County Board of Supervisors	City of Globe	Herlinda Medrano	Herlinda Medrano/5614E. Roberts Drive, Globe, Az 85501	Herlinda Medrano/5614E. Roberts Drive, Globe, Az 85501	7/20/19	Served				Rodriguez
7/10/19	Order to Show Cause	J0403CR2015-679	Globe Regional Justice Court	State of Arizona	Hunter Garner	Hunter Garner/128 N. Trampps Cir Globe, Az 85501	none	7/20/19	Attempted				Rodriguez
7/19/19	Divorce Packet	DO201900187	Gila County Superior Court	Lynn Dybdahl	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, AZ 85501	none	7/20/19	Attempted				Rodriguez
7/10/19	Summons	J0403CR2019-479	Globe Regional Justice Court	State of Arizona	Angela Tafoya	Angela Tafoya/2165 N. Wheatfields Rd #59 Globe, Az 85501	none	7/20/19	Attempted				Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-254	Globe Regional Justice Court	LVNV Funding LLC	Deziree Chantell Verdugo	Deziree Verdugo/247 S. Latham Blvd, Miami, AZ 85539	None	7/20/19	Attempted				Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-254	Globe Regional Justice Court	LVNV Funding LLC	Deziree Chantell Verdugo	Deziree Verdugo/247 S. Latham Blvd, Miami, AZ 85539	None	7/20/19	Attempted				Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-254	Globe Regional Justice Court	LVNV Funding LLC	Deziree Chantell Verdugo	Deziree Verdugo/247 S. Latham Blvd, Miami, AZ 85539	None	7/21/19	Attempted				Rodriguez
7/19/19	Divorce Packet	DO201900187	Gila County Superior Court	Lynn Dybdahl	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, AZ 85501	None	7/21/19	Attempted				Rodriguez
7/22/19	Summons	J0403CR2019-479	Globe Regional Justice Court	State of Arizona	Angela Tafoya	Angela Tafoya/2165 N. Wheatfields Rd #59 Globe, Az 85501	Angela Tafoya/2165 N. Wheatfields Rd #59 Globe, Az 85501	7/22/19	Served			360	Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-254	Globe Regional Justice Court	LVNV Funding LLC	Deziree Chantell Verdugo	Deziree Verdugo/247 S. Latham Blvd, Miami, AZ 85539	None	7/22/19	Attempted				Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-254	Globe Regional Justice Court	LVNV Funding LLC	Deziree Chantell Verdugo	Deziree Verdugo/247 S. Latham Blvd, Miami, AZ 85539	None	7/23/19	Attempted				Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-254	Globe Regional Justice Court	LVNV Funding LLC	Deziree Chantell Verdugo	Deziree Verdugo/247 S. Latham Blvd, Miami, AZ 85539	Deziree Verdugo/247 S. Latham Blvd, Miami, AZ 85539	7/23/19	Served				Rodriguez
7/19/19	Divorce Packet	DO201900187	Gila County Superior Court	Lynn Dybdahl	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, AZ 85501	None	7/23/19	Attempted				Rodriguez
7/19/19	Divorce Packet	DO201900187	Gila County Superior Court	Lynn Dybdahl	William Martin Dybdahl III	William Dybdahl/5576 S. Glendale, Globe, AZ 85501	William Dybdahl/5576 S. Glendale, Globe, AZ 85501	7/23/19	Served				Rodriguez
7/24/19	Order to Show Cause	J0403CR2018-777	Globe Regional Justice Court	State of Arizona	Cody Allen	Cody Allen/276 Prospect #29 Miami, Az 85539	None	7/24/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2009-165	Globe Regional Justice Court	State of Arizona	Cody Allen	Cody Allen/276 Prospect #29 Miami, Az 85539	None	7/24/19	Attempted				Rodriguez
7/10/19	Order to Show Cause	J0403CR2015-679	Globe Regional Justice Court	State of Arizona	Hunter Garner	Hunter Garner/128 N. Trampps Cir Globe, Az 85501	None	7/24/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403TR2018-724	Globe Regional Justice Court	State of Arizona	Bryan Acosta	Bryan Acosta/702 S. Smith St Miami, Az 85539	None	7/24/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2009-165	Globe Regional Justice Court	State of Arizona	Cody Allen	Cody Allen/276 Prospect #29 Miami, Az 85539	None	7/24/19	Attempted				Rodriguez
7/24/19	Order of Protection	J0403CR2018-757	Globe Regional Justice Court	State of Arizona	Marie Ester Marquez	Marie Marquez/1264 E. Montecito Dr, #29, Globe, Az 85501	None	7/24/19	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellars

Precinct: Globe



Total Cases Served/Attempted:

239

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Total: 957			Notes & Served By
										Mileage Start	Mileage End	Daily Mileage	
7/24/19	Order of Protection	J0403CR2018-757	Globe Regional Justice Court	State of Arizona	Marie Ester Marquez	Marie Marquez/1264 E. Montecito Dr, #29, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/25/19	Order to Show Cause	J0403CR2018-777	Globe Regional Justice Court	State of Arizona	Cody Allen	Cody Allen/276 Prospect #29 Miami, Az 85539	None	7/25/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2009-165	Globe Regional Justice Court	State of Arizona	Cody Allen	Cody Allen/276 Prospect #29 Miami, Az 85539	None	7/25/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403TR2015-2187	Globe Regional Justice Court	State of Arizona	David Myers	David Myers/945 Cypress Miami, Az 85539	None	7/25/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403TR2015-2187	Globe Regional Justice Court	State of Arizona	David Myers	David Myers/945 Cypress Miami, Az 85539	None	7/25/19	Attempted				Rodriguez
7/24/19	Order of Protection	J0403CR2018-757	Globe Regional Justice Court	State of Arizona	Marie Ester Marquez	Marie Marquez/1264 E. Montecito Dr, #29, Globe, AZ 85501	Marie Marquez/2115 U.S. 60 (Frys) Globe, AZ 85501	7/25/19	Served				Rodriguez
7/24/19	Order to Show Cause	J0403CR2016-293	Globe Regional Justice Court	State of Arizona	Shainon Jo Krug	Shainon Krug/547 E. Tonto St, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2016-306	Globe Regional Justice Court	State of Arizona	Shainon Jo Krug	Shainon Krug/547 E. Tonto St, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403TR2018-724	Globe Regional Justice Court	State of Arizona	Bryan Acosta	Bryan Acosta/702 S. Smith St Miami, Az 85539	None	7/25/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2016-406	Globe Regional Justice Court	State of Arizona	Shainon Jo Krug	Shainon Krug/547 E. Tonto St, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2017-166	Globe Regional Justice Court	State of Arizona	Shainon Jo Krug	Shainon Krug/547 E. Tonto St, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2018-1680	Globe Regional Justice Court	State of Arizona	Shainon Jo Krug	Shainon Krug/547 E. Tonto St, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/29/19	Subpoena	J0403TR2019-1479	Globe Regional Justice Court	State of Arizona	Jerry Johnson	Trooper Ridge/DPS Hwy 60/70 Globe, Az 85501	Monica Sneezy/DPS Hwy 60/70 Globe, Az 85501	7/25/19	Served				Rodriguez
7/26/19	Criminal Subpoena	J0403CR2019-163	Globe Regional Justice Court	State of Arizona	William Jones	Protected Information	None	7/25/19	Attempted				Rodriguez
7/26/19	Criminal Subpoena	J0403CR2019-163	Globe Regional Justice Court	State of Arizona	William Jones	Protected Information	None	7/25/19	Attempted				Rodriguez
7/25/19	Order to Show Cause	J0403CR2009-1058	Globe Regional Justice Court	State of Arizona	Esequiel Flores	Esequiel Flores, 651 S. Prickly Pear Dr, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/25/19	Order to Show Cause	J0403TR2009-3509	Globe Regional Justice Court	State of Arizona	Esequiel Flores	Esequiel Flores, 651 S. Prickly Pear Dr, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/25/19	Order to Show Cause	J0403CR2010-7052	Globe Regional Justice Court	State of Arizona	Esequiel Flores	Esequiel Flores, 651 S. Prickly Pear Dr, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/25/19	Order to Show Cause	J0403CR2013-083	Globe Regional Justice Court	State of Arizona	Esequiel Flores	Esequiel Flores, 651 S. Prickly Pear Dr, Globe, AZ 85501	None	7/25/19	Attempted				Rodriguez
7/26/19	Criminal Subpoena	J0403CR2019-354	Globe Regional Justice Court	State of Arizona	Debra Setler	Protected Information	None	7/26/19	Attempted				Rodriguez
7/25/19	Order to Show Cause	J0403CR2013-083	Globe Regional Justice Court	State of Arizona	Esequiel Flores	Esequiel Flores, 651 S. Prickly Pear Dr, Globe, AZ 85501	None	7/26/19	Attempted				Rodriguez
7/25/19	Order to Show Cause	J0403CR2013-083	Globe Regional Justice Court	State of Arizona	Esequiel Flores	Esequiel Flores, 651 S. Prickly Pear Dr, Globe, AZ 85501	None	7/26/19	Attempted				Rodriguez
7/25/19	Order to Show Cause	J0403CR2013-083	Globe Regional Justice Court	State of Arizona	Esequiel Flores	Esequiel Flores, 651 S. Prickly Pear Dr, Globe, AZ 85501	None	7/26/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2018-777	Globe Regional Justice Court	State of Arizona	Cody Allen	Cody Allen/276 Prospect #29 Miami, Az 85539	None	7/26/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403TR2018-724	Globe Regional Justice Court	State of Arizona	Bryan Acosta	Bryan Acosta/702 S. Smith St Miami, Az 85539	none	7/26/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403TR2015-2187	Globe Regional Justice Court	State of Arizona	David Myers	David Myers/945 Cypress Miami, Az 85539	none	7/26/19	Attempted				Rodriguez
7/24/19	Order to Show Cause	J0403CR2009-165	Globe Regional Justice Court	State of Arizona	Cody Allen	Cody Allen/276 Prospect #29 Miami, Az 85539	none	7/26/19	Attempted				Rodriguez
7/26/19	Order of Protection	J0403CV2019-291	Globe Regional Justice Court	Protected Person	Valentine S. Valencia	Valentine Valencia/541 W. Hackney Ave, Globe, AZ 85501	Valentine Valencia/541 W. Hackney Ave, Globe, AZ 85501	7/26/19	Served				Rodriguez
7/26/19	Subpoena	J0403TR2019-1358	Globe Regional Justice Court	State of Arizona	Judith Stephanie Maldonado	D. Deatherage/DPS Hwy 60.70 Globe, AZ 85501	Monica Sneezy/DPS Hwy 60.70 Globe, AZ 85501	7/26/19	Served				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellers

Precinct: Globe



Total Cases Served/Attempted:

239

Mileage Total: 957

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
7/26/19	Subpoena	J0403CR2019-450	Globe Regional Justice Court	State of Arizona	Travis-Ben William Horta	Stephen Armstrong/1100 E. South St, Globe, AZ 85501	D. Juhes/1100 E. South St, Globe, AZ 85501	7/26/19	Served				Rodriguez
7/26/19	Subpoena	J0403CR2019-354	Globe Regional Justice Court	State of Arizona	Angel Perez	Angel Perez/175 N. Pine Street, Globe, AZ 85501	Anthony Martinez/175 N. Pine Street, Globe, AZ 85501	7/26/19	Served				Rodriguez
7/26/19	Subpoena	J0403CR2019-163	Globe Regional Justice Court	State of Arizona	Jeremy Cochran	Jeremy Cochran/175 N. Pine Street, Globe, AZ 85501	Anthony Martinez/175 N. Pine Street, Globe, AZ 85501	7/26/19	Served				Rodriguez
7/26/19	Subpoena	J0403TR2019-1460	Globe Regional Justice Court	State of Arizona	Otis Lee Banks	Michael Fink/DPS Hwy 60.70 Globe, AZ 85501	T. Gamboa/DPS Hwy 60.70 Globe, AZ 85501	7/26/19	Served				Rodriguez
7/26/19	Notice to Appear: Petition	JV2019-99	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/27/19	Attempted				Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-265	Globe Regional Justice Court	Jefferson Capital Systems LLC	Vicki kay Querns	Vicki Querns/6006 Ruth Ave, Globe, AZ 85501	None	7/27/19	Attempted				Rodriguez
7/19/19	Summons and Complaint	J0403CV2019-265	Globe Regional Justice Court	Jefferson Capital Systems LLC	Vicki kay Querns	Vicki Querns/6006 Ruth Ave, Globe, AZ 85501	Vicki Querns/6006 Ruth Ave, Globe, AZ 85501	7/27/19	Served				Rodriguez
7/26/19	Five Day Notice	None	None	Steve Schell	Jolina Hall	Jolina Hall/8958 S. Six Shooter Cyn, #50 Globe, AZ 85501	Posted on Door and Cerified Mail	7/28/19	Served				Rodriguez
7/26/19	Five Day Notice	None	None	Steve Schell	Aubrey Michael Moran	Aubrey Moran/8958 S. Six Shooter Cyn, #69 Globe, AZ 85501	Posted on Door and Cerified Mail	7/28/19	Served				Rodriguez
7/24/19	Order to Show Cause	J0403TR2015-2187	Globe Regional Justice Court	State of Arizona	David Myers	David Myers/945 Cypress Miami, Az 85539	None	7/28/19	Attempted				Rodriguez
7/29/19	Criminal Subpoena	J0403CR2019-354	Globe Regional Justice Court	State of Arizona	Debra Setler	Protected Information	None	7/29/19	Attempted				Rodriguez
7/29/19	Subpoena	J0403TR2019-1574	Globe Regional Justice Court	State of Arizona	Allen Clark	Trooper Ridge/DPS Hwy 60/70 Globe, Az 85501	Monica Sneezy/DPS Hwy 60/70 Globe, Az 85501	7/29/19	Served			18	Rodriguez
7/25/19	Order to Show Cause	J0403TR2016-408	Globe Regional Justice Court	State of Arizona	Pantaleon Pacheco	Pantaleon Pacheco/177 S. Adonis Ave Miami, Az 85501	Fidel Pacheco/177 S. Adonis Ave Miami, Az 85539	7/29/19	Served				Rodriguez
7/30/19	Order to Show Cause	J0403TR2013-2961	Globe Regional Justice Court	State of Arizona	Daniel Cornelio Lopez	Daniel Lopez/5611 E. Block Ave #26, Globe, AZ 85501	Daniel Lopez/1100 South Street, Globe, Az 85501	7/30/19	Served			73	Mancha
7/30/19	Order to Show Cause	J0403CR2015-686	Globe Regional Justice Court	State of Arizona	Daniel Cornelio Lopez	Daniel Lopez/5611 E. Block Ave #26, Globe, AZ 85501	Daniel Lopez/1100 South Street, Globe, Az 85501	7/30/19	Served				Mancha
7/30/19	Order to Show Cause	J0403CR2016-095	Globe Regional Justice Court	State of Arizona	Daniel Cornelio Lopez	Daniel Lopez/5611 E. Block Ave #26, Globe, AZ 85501	Daniel Lopez/1100 South Street, Globe, Az 85501	7/30/19	Served				Mancha
7/26/19	Criminal Subpoena	J0403CR2019-354	Globe Regional Justice Court	State of Arizona	Debra Setler	Protected Information	none	7/30/19	Attempted				Rodriguez
7/26/19	Criminal Subpoena	J040CR2019-354	Globe Regional Justice Court	State of Arizona	Debra Setler	Protected Information	Protected Information	7/30/19	Served				Rodriguez
7/30/19	Order to Show Cause	J0403CR2012-755	Globe Regional Justice Court	State of Arizona	John Simmons Jr	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	7/30/19	Served				Rodriguez
7/30/19	Order to Show Cause	J0403CR2018-470	Globe Regional Justice Court	State of Arizona	John Simmons Jr	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	7/30/19	Served				Rodriguez
7/30/19	Order to Show Cause	J0403TR2006-1354	Globe Regional Justice Court	State of Arizona	John Simmons Jr	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	7/30/19	Served				Rodriguez
7/30/19	Order to Show Cause	J0403TR2006-1337	Globe Regional Justice Court	State of Arizona	John Simmons Jr	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	7/30/19	Served				Rodriguez
7/30/19	Order to Show Cause	J0403CR2013-84	Globe Regional Justice Court	State of Arizona	John Simmons Jr	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	7/30/19	Served				Rodriguez
7/30/19	Order to Show Cause	J0403CR2018-242	Globe Regional Justice Court	State of Arizona	John Simmons Jr	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501 7/30/19	7/30/19	Served				Rodriguez
7/26/19	Criminal Subpoena	J0403CR2019-163	Globe Regional Justice Court	State of Arizona	William Jones	Protected Information	Protected Information	7/30/19	Served				Rodriguez
7/18/19	Notice to Appear: Petition	JV2019-85	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/30/19	Attempted				Rodriguez
7/18/19	Notice to Appear: Petition	JV2019-85	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/30/19	Attempted				Rodriguez
7/31/19	Notice to Appear: Petition	JV2019-102	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	7/30/19	Attempted				Rodriguez
7/26/19	Criminal Subpoena	J0403CR2019-163	Globe Regional Justice Court	State of Arizona	William Jones	Protected Information	None	7/30/19	Attempted				Rodriguez

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

DATE

8/1/19

126159 AUG-12

CONTRACT #

GRANT #

DEPOSIT TO FUND

GENERAL FUND

FUND #

REMITTING AGENCY

Globe REGIONAL CONSTABLE # 321

BILLING PERIOD

SERVICE FEES FOR JULY 2019

PAGE 1 OF 2

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005-321-3405.30	CASH	GENERAL FUND	612	00
	4216		48	00
	15434		164	00
	14738		100	00
	1053		266	00
	6688		349	52
	935708		40	00
	1854		40	00
	553451		64	00
	215277		64	00

Preparer Signature:

Michael S. Smith

Title

Constable

Approved Signature:

Pat Mark

Title

CONSTABLE

SUMMARY OF DEPOSIT

AD

Currency	89612
Coins	
Checks	1268.52
Total	1880.52

1x100=100
2x50=100
15x20=300
9x10=90
4x5=20
2x1=2

TREASURER By

[Signature]

Date

8/1/19

ORIGINATING OFFICE

141333

126159

8/1/19

GRANT #_

GENERAL FUND

FUND #

Globe Regional Constable # 321

SERVICE FEES FOR JULY 2019

PAGE 2 OF 2

Preparer Signature:

Approved Signature:

Title

Title

Currency	
Coins	
Checks	
Total	

TREASURER By

Date _____

ORIGINATING OFFICE

141334

ARF-5633

Consent Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 09/03/2019

Reporting Period: Recorder's Office Monthly Report for July 2019

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for July 2019.

Suggested Motion

Acknowledgment of the July 2019 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's July 2019 Monthly Report



Gila County Recorder

REPORT FOR THE MONTH OF JULY 2019

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, Gila County Recorder

Bank Deposit

From 07/01/2019 To 07/31/2019

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,575.00	
Check	\$18,945.00	
Credit Card OTC	\$0.00	
Electronic Transfer	\$18,625.00	
Bridgepay Web	\$0.00	
Total Deposit		\$39,145.00

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
6416	Jul 9, 2019	previousday / 6238	\$0.00	\$0.00		Bank Account
6419	Jul 9, 2019	2_ReceiptStation1_Tue / 6236	\$0.00	\$0.00		Bank Account
6420	Jul 2, 2019	previousday / 6232	\$540.00	\$540.00		Bank Account
6421	Jul 3, 2019	previousday / 6233	\$780.00	\$780.00		Bank Account
6422	Jul 9, 2019	12_Payson_Tue / 6237	\$0.00	\$0.00		Bank Account
6423	Jul 5, 2019	previousday / 6234	\$930.00	\$930.00		Bank Account
6424	Jul 8, 2019	previousday / 6235	\$435.00	\$435.00		Bank Account
6425	Jul 9, 2019	previousday / 6240	\$639.00	\$639.00		Bank Account
6426	Jul 10, 2019	3_ReceiptStation1_Wed / 6241	\$1,423.00	\$1,423.00		Bank Account
6427	Jul 10, 2019	13_Payson_Wed / 6242	\$1,845.00	\$1,845.00		Bank Account
6429	Jul 11, 2019	4_ReceiptStation1_Thu / 6244	\$144.00	\$144.00		Bank Account
6430	Jul 11, 2019	14_Payson_Thu / 6245	\$1,443.00	\$1,443.00		Bank Account
6433	Jul 12, 2019	15_Payson_Fri / 6247	\$1,719.00	\$1,719.00		Bank Account
6434	Jul 15, 2019	1_ReceiptStation1_Mon / 6248	\$2,195.00	\$2,195.00		Bank Account
6435	Jul 15, 2019	11_Payson_Mon / 6249	\$1,466.00	\$1,466.00		Bank Account
6436	Jul 16, 2019	2_ReceiptStation1_Tue / 6250	\$1,192.00	\$1,192.00		Bank Account
6437	Jul 16, 2019	12_Payson_Tue / 6251	\$1,455.00	\$1,455.00		Bank Account
6438	Jul 17, 2019	13_Payson_Wed / 6253	\$926.00	\$926.00		Bank Account
6439	Jul 17, 2019	3_ReceiptStation1_Wed / 6252	\$9,110.00	\$9,110.00		Bank Account
6440	Jul 18, 2019	4_ReceiptStation1_Thu / 6254	\$1,057.00	\$1,057.00		Bank Account
6441	Jul 18, 2019	14_Payson_Thu / 6255	\$872.00	\$872.00		Bank Account
6443	Jul 19, 2019	15_Payson_Fri / 6257	\$1,077.00	\$1,077.00		Bank Account
6444	Jul 22, 2019	1_ReceiptStation1_Mon / 6258	\$2,235.00	\$2,235.00		Bank Account
6445	Jul 22, 2019	11_Payson_Mon / 6259	\$964.00	\$964.00		Bank Account
6446	Jul 23, 2019	2_ReceiptStation1_Tue / 6261	\$1,376.00	\$1,376.00		Bank Account
6447	Jul 23, 2019	12_Payson_Tue / 6260	\$744.00	\$744.00		Bank Account
6448	Jul 24, 2019	3_ReceiptStation1_Wed / 6262	\$991.00	\$991.00		Bank Account
6449	Jul 24, 2019	13_Payson_Wed / 6263	\$1,255.00	\$1,255.00		Bank Account
6450	Jul 25, 2019	14_Payson_Thu / 6265	\$766.00	\$766.00		Bank Account
6451	Jul 25, 2019	4_ReceiptStation1_Thu / 6264	\$3,819.00	\$3,819.00		Bank Account
6452	Jul 26, 2019	5_ReceiptStation1_Fri / 6266	\$1,359.00	\$1,359.00		Bank Account
6453	Jul 26, 2019	15_Payson_Fri / 6267	\$961.00	\$961.00		Bank Account
6454	Jul 29, 2019	1_ReceiptStation1_Mon / 6268	\$3,555.00	\$3,555.00		Bank Account
6455	Jul 29, 2019	11_Payson_Mon / 6269	\$1,035.00	\$1,035.00		Bank Account
6456	Jul 30, 2019	2_ReceiptStation1_Tue / 6270	\$1,313.00	\$1,313.00		Bank Account
6457	Jul 30, 2019	12_Payson_Tue / 6271	\$1,095.00	\$1,095.00		Bank Account
6458	Jul 31, 2019	13_Payson_Wed / 6272	\$1,022.00	\$1,022.00		Bank Account
6459	Jul 31, 2019	3_ReceiptStation1_Wed / 6273	\$1,475.00	\$1,475.00		Bank Account
6463	Jul 31, 2019	previousday / 6276	\$960.00	\$960.00		Bank Account
6475	Jul 1, 2019	previousday / 6239	\$1,594.00	\$1,594.00		Bank Account
6476	Jul 12, 2019	5_ReceiptStation1_Fri / 6246	\$4,214.00	\$4,214.00		Bank Account

Bank Deposit

From 07/01/2019 To 07/31/2019

6477 Jul 19, 2019 5_ReceiptStation1_Fri / 6256 \$1,383.00 \$1,383.00 Bank Account

Total \$61,364.00 \$61,364.00
Non-Deposit Total (\$22,219.00) (\$22,219.00)
Deposit Total \$39,145.00 \$39,145.00
Total Till Over/Short \$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$4,579.00	(\$10,565.00)	(\$5,986.00)
Cash	Cash/Check	\$20,520.00	\$0.00	\$20,520.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$44.00	(\$55.00)	(\$11.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$16.00	(\$20.00)	(\$4.00)
ETransfer	Electronic Transfers	\$18,625.00	\$0.00	\$18,625.00
	Total	\$43,784.00	(\$10,640.00)	\$33,144.00
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$75.00	(\$60.00)	\$15.00
	Total	\$75.00	(\$60.00)	\$15.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$455.00)	(\$455.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$36.00)	(\$36.00)
1005-120-01-4612-003	Postage	\$0.00	(\$1.00)	(\$1.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$6.00)	(\$6.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$4.00)	(\$4.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$26,176.00)	(\$26,176.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$15.00)	(\$15.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,104.00)	(\$4,104.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$16.00)	(\$16.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$1,345.00)	(\$1,345.00)
eRecording	eRecording	\$17,565.00	(\$18,565.00)	(\$1,000.00)
	Total	\$17,565.00	(\$50,724.00)	(\$33,159.00)
	Total	\$61,424.00	(\$61,424.00)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$20,520.00	\$0.00	\$20,520.00
	Range Total	\$20,520.00	\$0.00	\$20,520.00

[illegible]

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2019 - 07/31/2019

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(67.00)	5.00	(150.00)	(212.00)
ADOT	AZ DEPT OF TRANS	(240.00)	0.00	0.00	(240.00)
APS	APS/COPIES	(106.00)	0.00	0.00	(106.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(113.00)	9.00	0.00	(104.00)
AWC	ARIZONA WATER COMPANY	(39.00)	0.00	0.00	(39.00)
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	(12.00)	0.00	0.00	(12.00)
CRSI	Colorado Records Sooner Inc	(68.00)	0.00	0.00	(68.00)
CTS	COMPLETE TITLE SOLUTIONS	(51.00)	0.00	0.00	(51.00)
D2	D2 SURVEYING LLC	(31.00)	48.00	(20.00)	(3.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	7,080.00	(7,080.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(107.00)	0.00	0.00	(107.00)
EPN	eRecording Partners Network	(1,000.00)	1,335.00	(1,335.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(64.00)	14.00	0.00	(50.00)
FARES	CORELOGIC	(2,986.40)	285.00	0.00	(2,701.40)
FATM	FIRST AMERICAN MICROFICHE	(1,822.20)	315.00	0.00	(1,507.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(418.20)	285.00	(2,095.00)	(2,228.20)
GCCD	GILA COUNTY COMMUNITY	164.50	0.00	0.00	164.50

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2019 - 07/31/2019

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
	DEVELOPMENT				
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(56.00)	0.00	0.00	(56.00)
IMAPP	IMAPP, INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	30.00	(30.00)	(1,000.00)
Ingeo	Ingeo - eRecording	(1,127.00)	2,940.00	(2,940.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	75.00	(60.00)	(67.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(156.00)	0.00	0.00	(156.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(857.00)	2.00	0.00	(855.00)
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	(71.00)	175.00	(500.00)	(396.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS	(4,123.00)	3,078.00	(7,000.00)	(8,045.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(22.00)	20.00	0.00	(2.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,285.00)	6,180.00	(7,180.00)	(2,285.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(996.20)	0.00	0.00	(996.20)
TD	Timely Documents	(98.00)	0.00	0.00	(98.00)
ZILL	ZILLLOW	(525.00)	285.00	(700.00)	(940.00)

sent more money
due to fee increase
+ \$1000.00

House Account Summary

Gila County AZ Recorder

For the Period of 07/01/2019 - 07/31/2019

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
Totals		(24,034.20)	22,161.00	(29,090.00)	(30,963.20)

Account	DS	EPN	Indecomm	Ingeo	IRS	Simplifile
Amount applied	\$ 6,480.00	\$ 1,155.00	\$ 30.00	\$ 2,760.00	\$ 75.00	\$ 5,910.00
Amount to come in AUGUST	\$ 270.00	\$ 180.00		\$ 180.00		\$ 270.00
Amount still outstanding	\$330.00				\$ (15.00)	
Money sent due to fee increase						\$ 1,000.00
Total	\$ 7,080.00	\$ 1,335.00	\$ 30.00	\$ 2,940.00	\$ 60.00	\$ 7,180.00

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 8/12/19

126260 AUG 14 2

DEPOSIT TO FUND General Number 1005

REMITTING DEPT Recorder (120)

FOR PERIOD July 1-31, 2019

Account Code	Revenue Description	Amount	
1005.120.3400.99	Recording Fee	24678	—
7145.120.3400.99	Recording Storage	4104	—
7147.120.3400.99	Computer Svs	1345	—
1005.120.3600.10	Interest		22
7146.120.3400.99	Mining Fees (county)	1	—
7146.120.3400.99	Mining Fees (state)	16	—
		33144	22

Authorized Signature [Signature] Title Chief Deputy Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	33144.22
Total	33144.22

TREASURER By [Signature] Date 8/14/19

70140

ARF-5642

Consent Agenda Item 3. J.

Regular BOS Meeting

Meeting Date: 09/03/2019

Reporting Period: July 2019

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 Peace's Office Monthly Report for July 2019.

Suggested Motion

Acknowledgement of the July 2019 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

July 2019

PAYSON JUSTICE COURT TREASURER'S RECAP

JULY, 2019	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
AZ DPS Forensics Fund	ZADPS	0872-000-000-2061-00	0872-2061	\$ 670.85	\$ 33.54	\$ 637.31
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 51.65	\$ 2.58	\$ 49.07
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 132.48		\$ 132.48
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 52.25	\$ 2.61	\$ 49.64
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 2.75	\$ 0.14	\$ 2.61
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	\$ 40.00	\$ 2.00	\$ 38.00
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,591.94		\$ 1,591.94
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 6,153.58	\$ 308.18	\$ 5,855.40
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 11,200.00	\$ 560.00	\$ 10,640.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 181.37	\$ 9.07	\$ 172.30
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 385.14	\$ 19.26	\$ 365.88
Elected Officials Retirement Plan 6%	ZEORP			\$ 163.96	\$ 8.20	\$ 155.76
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,051.88	\$ 52.59	\$ 999.29
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 13,078.30	\$ 653.92	\$ 12,424.38
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 988.15	\$ 49.41	\$ 938.74
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFUDU	0912000-000-000-2061-00	T912-2061	\$ 105.00	\$ 5.25	\$ 99.75
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 542.88		\$ 542.88
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 171.51	\$ 8.58	\$ 162.93
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 1,013.93		\$ 1,013.93
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 443.28	\$ 22.16	\$ 421.12
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 420.50		\$ 420.50
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 799.58	\$ 39.98	\$ 759.60
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,835.64	\$ 91.78	\$ 1,743.86
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,700.68	\$ 85.03	\$ 1,615.65
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 212.54	\$ 10.63	\$ 201.91
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 1.56	\$ 0.08	\$ 1.48
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 128.28	\$ 6.41	\$ 121.87
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 705.10	\$ 35.26	\$ 669.84
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ 4.26	\$ 0.21	\$ 4.05
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 10.66	\$ 0.53	\$ 10.13
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		\$ 0.55	\$ 0.03	\$ 0.52
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 44.00	\$ 2.20	\$ 41.80
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ 25.00	\$ 1.25	\$ 23.75
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		\$ 720.39	\$ 36.02	\$ 684.37
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 20.07	\$ 1.00	\$ 19.07
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 4,188.93	\$ 209.45	\$ 3,979.48
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 825.50	\$ 41.28	\$ 784.22
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 970.39		\$ 970.39
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 646.92		\$ 646.92
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Comp Assistance Fund	ZVCAF	0954-2061		\$ 620.81	\$ 31.04	\$ 589.77
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 422.19	\$ 21.11	\$ 401.08
Victim Rights Fund	ZVRF	847-2061		\$ 1,031.84	\$ 51.59	\$ 980.25
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 125.21	\$ 6.26	\$ 118.95
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 512.03	\$ 25.60	\$ 486.43
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Services Fund	ZDVSF		STATE	\$ 55.00	\$ 2.75	\$ 52.25
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,280.56		\$ 1,280.56
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 732.08		\$ 732.08
Game and Fish - Wildlife	ZGF		STATE	\$ 10.20	\$ 0.51	\$ 9.69
HURF 1 28-5438, 2633C	ZHRF1		STATE	\$ 107.06	\$ 5.35	\$ 101.71
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 1,927.73	\$ 96.39	\$ 1,831.34
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 64.18	\$ 3.21	\$ 60.97
Sex Offender Mon Fund	ZSOMF		STATE	\$ 25.00	\$ 1.25	\$ 23.75
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	\$ 193.46	\$ 9.67	\$ 183.79
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	\$ -	\$ -	\$ -
TOTALS				\$ 58,398.80	\$ 2,553.36	\$ 55,845.44
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 55,845.44

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/2/19	6439	\$ 53,517.28	GILA COUNTY TREASURER
	6440	\$ 4,697.73	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
	6441	\$ 183.79	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY SUSPENDED PLATES AND HURF
		\$ -	T.A.R. SUSPENDED PLATES AND HURF
		\$ 58,398.80	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, 2019.

DOROTHY A. LITTLE
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 2019

CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	112	4	127	1,257
Filed	14	1	14	29
Transferred In	0	0	0	0
SUBTOTAL	126	5	141	1,286
Transferred Out	0	0	0	0
Other Terminations	0	0	3	1,003
TOTAL TERMINATIONS		0	3	1,003
Statistical Correction	0	0	0	0
Pending End of Month	126	5	138	

*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
263	5	0	268	0	4	4	0	264

****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: 0

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
475	402	0	877	0	27	353	380	0	497

Civil Traffic Hearings Held: 2

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04

(Part of Civil Traffic Above)

Filed	66	Trans In	0	TOTAL	66
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LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2019

MISDEMEANOR

Misdemeanor
(Non-Traffic)

Failure to Appear
(Non-Traffic)

TOTAL

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)
505	39	0	544	0	34	34	0	510
25	0	0	25	0	2	2	0	23
530	39	0	569	0	34	36	0	533

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)
8,092	3	0	8,095	0	8,089	8,089	0	6

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

134

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	4	7	11	4	0	7
TOTAL	4	7	11	4	0	7

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2019

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	17	6	115	138
Filed	1	7	22	30
Transferred In	0	0	0	0
SUBTOTAL	18	13	137	168
Transferred Out	0	0	0	0
Other Terminations	1	4	40	45
TOTAL TERMINATIONS	1	4	40	45
Statistical Correction	0	0	0	0
Pending End of Month	17	9	97	123

Small Claims Hearings Held/Defaults:

1

Civil Court Trials Held:

3

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	24	19	4	23
Harassment	15	14	1	15

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection:

1

Injunction Against:

4

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	3
Juvenile Hearings Held:	0	Search Warrants Issued:	11

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2019

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I. 107

Serious Violations 6

All Other Violations 415

TRAFFIC TOTAL 528

CRIMINAL WARRANTS OUTSTANDING

Felony 28


Misdemeanor 446

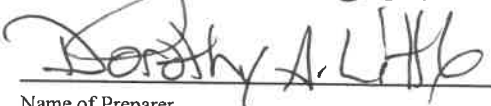
CRIMINAL TOTAL 474

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)


Name of Preparer

8-19-19
Date of Preparation