TITLE 6. ECONOMIC SECURITY

CHAPTER 9. APPELLATE SERVICE ADMINISTRATION

A.R.S. § 41-1954(A)(3)

ARTICLE 1. RESERVED

ARTICLE 2. RESERVED

ARTICLE 3. DECISIONS, HEARINGS, AND ORDERS

Article 3, consisting of Sections R6-9-301 and R6-9-302, made by final rulemaking at 19 A.A.R. 823, effective June 1, 2013 (Supp. 13-2).

Sections
R6-9-301.   Definitions
R6-9-302.   Electronic Service of Documents by the Appellate
               Services Administration

R6-9-301.   Definitions
1.   "ASA" means the Appellate Services Administration within the Arizona Department of Economic Security.
2.   "Electronic transmission" means the service of documents via facsimile transmission ("fax") and electronic mail ("email").
3.   "On the record" means audio recorded during a formal proceeding conducted by a hearing officer.
4.   "Party" means an appellant, appellee, or the Department.

Historical Note
New Section made by final rulemaking at 19 A.A.R. 823, effective June 1, 2013 (Supp. 13-2).

R6-9-302.   Electronic Service of Documents by the Appellate Services Administration
A.   ASA may transmit documents electronically, rather than by conventional mail, to parties who have consented to electronic service.
B.   Consent to Electronic Service.
1.   A party may only consent to be electronically served documents by:
     a.   Submission of a written consent to ASA; or
     b.   Consenting on the record.
2.   The party consenting to electronic service of documents shall provide ASA with either a valid e-mail address or a fax number for service of documents.
3.   The party consenting to electronic service of documents shall also provide ASA with a physical mailing address for ASA to use at its discretion to serve documents. A party may use a post office box as its physical mailing address.
C.   Withdrawal of Consent to Electronic Service.

1.   A party may withdraw consent to receive documents by electronic means at any time. The withdrawal shall be on the record or in writing to ASA. The withdrawal is effective upon receipt by ASA.
2.   ASA shall treat a notice of a change of electronic address as both a withdrawal of the consent to receive documents at the prior address, and as a new consent to receive documents at the new address.
3.   ASA shall not send documents by electronic means after a party withdraws consent.
4.   ASA shall consider service of a document to have no force or effect if ASA sent the document electronically after a party withdrew consent to receive the document electronically even if the party actually received the electronically transmitted document.
D.   ASA shall consider a document sent by ASA and received by a party at the Mountain Standard Time and date ASA transmits the document to the electronic address provided by the party.
E.   ASA shall encrypt any document sent by e-mail.
F.   Failure of Electronic Service; Effect on Timeliness of Filing.
1.   When a party notifies ASA that the party did not receive an e-mail message from ASA, was unable to open or download an attached document, or was otherwise unable to access the document to be served, ASA shall re-send the document.
2.   ASA shall calculate any filing deadline that is based on the date ASA electronically sends a document as follows:
     a.   If the party does not receive the original e-mail message due to equipment malfunction, action, or inaction of either ASA or a service provider, then the date of service shall be the date ASA re-sends the documents.
     b.   If the party does not receive the original e-mail message due to the party's own equipment malfunction, action, or inaction:
          i.   The date of service shall be the date of original electronic transmission by ASA, and
          ii. ASA shall exclude from the calculation the time from when the party gave notice of non-receipt and requested that the document be re-sent until ASA re-sends or mails the document.

Historical Note
New Section made by final rulemaking at 19 A.A.R. 823, effective June 1, 2013 (Supp. 13-2).