Arizona Community Action Association

INDEPENDENT CONTRACTOR AGREEMENT
(2011– 2012 Utility Assistance Programs)
Contract Number: 07012011-12

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, a Department of the Gila County Health and Community Services** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility deposit, repair and replacement, and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. The **total amount of the contract is $115,570.83.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. **Services and Programs.**

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work and utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Project Director"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
The Home Energy Assistance Fund General Bill Assistance Program	**$2,464.15**	**$246.42**	**$2,710.57**	Utility assistance Utility deposit	• Refer to Exhibit A – Home Energy Assistance Fund Policy Manual • Agency makes utility payment guarantees and payments. Service costs and program delivery expenses are reimbursed based on activity reports.
Home Energy Assistance Fund – Allocation for Native Americans Living on the Reservation	**$5,633.80**	**$563.38**	**$6,197.18**	Utility assistance Utility deposit for Native Americans living on the reservation	• Refer to Exhibit A – Home Energy Assistance Fund Policy Manual • Agency makes utility payment guarantees and payments. Service costs and program delivery expenses are then reimbursed based on activity reports and invoices.
Southwest Gas Bill Assistance Program	**$6,325.08**	**$0**	**$6,325.08**	Utility Assistance for Southwest Gas customers	• Refer to Exhibit C – Southwest Gas Low – Income Bill Assistance Guidelines • Agency makes utility payment guarantees and payments. Service costs are reimbursed based on activity reports.
SRP Bill Assistance Program	**$4,000.00**	**$400.00**	**$4,400.00**	Utility assistance, utility deposit for Salt River Project customers	• Refer to Exhibit A – Home Energy Assistance Fund Policy Manual • Max grant $600 • Agency makes utility payment guarantees and payments. Service costs are reimbursed based on activity reports.
Utility Repair Replacement and Deposit	**$27,720.37**	**$2,217.63**	**$29,938.00**	Utility/Appliance Repair or Replacement Utility Deposit	• Refer to Exhibit B – Utility Repair Replacement Deposit Policy Manual • Agency makes payment guarantees and payments to utilities and provides repair and replacement services. Service costs and program delivery expenses are then reimbursed based on activity reports and invoices.
APS Crisis Bill Assistance Program	**$60,000.00**	**$6,000.00**	**$66,000.00**	Utility assistance	• Maximum grant amount is $400.00 (current or past due amounts) • **Households must be between 150 – 200% of the Federal Poverty Guidelines.** • Follows the regular APS bill assistance program. No deposits, reconnect fees or establishment charges.
Total:	**$106,143.40**	**$9,427.43**	**$115,570.83**		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement and **July 1, 2011 (the "Effective Date") and ending on June 30, 2012.**

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by ***Section 4.*** ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.3 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, during the contract period, is not at a reasonable percentage to ensure one hundred percent expenditure of funds. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns.

3.4 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between

ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.5 Indemnification. 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.

3.6 Insurance.

3.6.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.6.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.6.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The

policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

a. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. *Automobile Liability*

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

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

a. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured 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".*

3. *Worker's Compensation and Employers' Liability*

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

a. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.6.4 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 Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.6.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.6.6 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. ACAA makes no

representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If 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 Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.6.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.6.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. **Compliance with Terms of Funding**. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in ***Section 1*** pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as ***Exhibits A*** through ***F*** and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). Contractor will ensure all fund sources will be directly inputted into the GMS Database system or transferred electronically.

5. **Confidential Information**.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA

in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by

the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors**. Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. **Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold.** ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Facsimile**. This Agreement may be executed in counterparts and delivered by facsimile.

13. **Legal Arizona Workers Act Compliance.** Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm 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 Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm'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 Firm 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, Firm 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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

14. **Anti-Terrorism Warranty.** Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

15. **Cancellation.** This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

Contractor:
Gila County Board of Supervisors

_____
Chair, Gila County

_____
Date:

Approved as to Form:

_____
Chief Deputy County Attorney

_____
Date

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,
an Arizona nonprofit corporation

By _____
Name: Cynthia Zwick
Title: Executive Director

Date: 6-23-11

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Arizona Community Action Association

List of Exhibits:

Exhibit A	Home Energy Assistance Fund Policy and Procedure Manual Effective July 1, 2011 – June 30, 2012
Exhibit B	Utility Repair, Replacement and Deposit Policy Manual Effective July 1, 2011 – June 30, 2012
Exhibit C	Southwest Gas Low Income Bill Assistance Guidelines
Exhibit D	Arizona Public Service (APS) Crisis Bill Assistance Program Summary
Exhibit E	Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident Status (To be used with URRD and HEAF)
Exhibit F	Federal Poverty Income Guidelines for 2011-2012

Home Energy
Assistance Fund
Aid. Educate. Conserve.

Exhibit A

Arizona Community Action Association
Home Energy Assistance Fund
SFY-2012

Policy Manual

July 1, 2011 – June 30, 2012

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Mission

The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.

Purpose and Principles

The ACAA Home Energy Assistance Fund, also referred to as the "Fund", has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a "hand up" not a "hand out";
- Empower administering agencies with the discretion to assist families as needed.

Household Eligibility

An Eligible Applicant

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver's license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

Relatives of Applicants

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity. These individuals or members of their households may apply for assistance. Application intake

for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

Services to Native Americans Living on Reservation

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

Income Eligibility

Household income level will be limited to 200% FPIG[1]. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

Utility Status

Applicants with a delinquent account[2], a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

Definition of Crisis

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason **may** be supported with the necessary documentation and/or verification when applicable.

Crisis Reasons[3]:

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

Sincere Effort to Pay

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

Housing Status

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided[4].

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[1] Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

[2] An account that is one or more days past due

[3] Refer to the Glossary of Terms for detailed examples of crisis reasons

[4] Evidence may include a copy of the lease or a note from the landlord.

Energy Burden

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

Grants Approvals

Grant Amounts

The total assistance possible is a maximum of $500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

M-Power® and Other Prepay Energy Sources

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days**. The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed $500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden[5]. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds $500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

Example 1:

MPower customer

[5] Forward balance cannot not exceed 150% of the current energy burden.

Back balance = $150
30 day need = $100
Payback percentage required by SRP: 40%
Total grant: $250
The case log must note that $150 is earmarked for balance payoff. Otherwise, the $250 will automatically be posted with 60% going to purchase ($150) and 40% going to payoff ($100), leaving $50 in arrears.

Example 2

Back balance = $700
30 day need = $120
Payback percentage: 40%
Total grant: $500
Case log should note that $120 goes to present purchase with remaining $320 to be applied to back balance. Otherwise, the $500 will automatically be posted with 60% going to purchase ($300) and 40% going to payoff ($200).

Grant Frequency

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

Assistance Available

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

Multiple Accounts

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis[6].

Grants pay for:

Account arrearages

The grant amount cannot exceed the total amount owed on the account(s)[7].

Security Deposit

Security deposits will be made only in the name of the adult in the household.

[6] For example a gas and electric account

[7] Exceptions may apply to clients with M-Power utility accounts

Current Account Charges
Late Fees
Service Establishment and Reconnect Fees

Decision Notice

The Agency **will provide written notice to the applicant of approval and/or denial of assistance.** The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

Other Utility Assistance Programs

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

Payments Made to Ineligible Households

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

Fraudulent Information

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

Determining Household Income

Countable Income

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended[8]. Income will be included from the 30 days prior to the date of application.

Sources of countable income:

A. Earned Income: employment, self employment[9]
B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,
C. Pensions
D. Worker's Compensation
E. Child Support

[8] A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

[9] Net income will be counted (Gross income less business related expenses)

F. Work Study
G. Other Unearned Income: rental income, and endowments or legal settlements.
H. Indian Gaming Commissions

Excluded Income

A. Food Stamps
B. Medicare
C. WIC
D. AmeriCorps Stipend
E. Earned income of a child that is 16 or 17 years of age and is a full time student
F. Earned income of a child under 16 years of age
G. Cash gifts
H. Insurance Payments
I. IDA Accounts

Individuals Whose Income Must Be Counted

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time,** will be counted.

Individuals Whose Income Will Not Be Counted

A. Income for persons ages 16 and 17 who attend school full time is not counted.
B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

Household Members

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"[10]. Roommates' income is treated as one household entity[11]. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

[10] Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

[11] Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

2011 – 2012 Federal Poverty Income Guidelines

Effective July 1, 2011 – June 30, 2012

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty Household size	150%	200%
1	1,362	1,816
2	1,839	2,452
3	2,316	3,088
4	2,795	3,726
5	3,272	4,362
6	3,749	4,998
7	4,227	5,636
8	4,704	6,272
For each additional member add:	$478	$637

Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:
Past 30 days of household income: $1,000
One-month current electric bill: $45, one-month current gas bill: $50 = $95

$95/$1,000 = 9.5% Energy Burden

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of $200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of $200 may be substituted.

Example:
Propane receipt 1 dated 1/10/07
Cost: $300
Quantity: 100 gallons

Propane receipt 2 dated 4/10/07
Cost: $250
Quantity: 100 gallons

Date of Application: 7/10/07
Cost per day = $300 / 90 days = $3.33
30 day energy cost = $3.33 * 30 = $99.99

Household income: $1,000
30 day energy cost: $99.99
$99.99/$1,000 = 9.9% Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a $200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

Verification and Documentation

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.

Maintaining Client Records

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

Monitoring Process

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

Cooperation

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

Confidentiality

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

Non Discrimination Policy

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to

discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

Appeals Policy

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

Glossary of Terms

Standard Cost
The default cost associated with the utility consumption when the actual cost is not feasible.

Boarder
Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

Example:

> Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

Crisis Reasons

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.

2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.

3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

Customer of Record
The name of the person on the utility account.

Delinquent Account
An account that is one or more days past due.

Household
Consists of each person living in the home at the time of application.

Late Fees
Charges imposed by the utility company to the account due to a tardy payment to the account.

Power of Attorney
A legal document authorizing one person to act on behalf of another.

Roommates
Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

Examples:

Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.

Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

Service Reestablishment Fees and Reconnection Fees
Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

Home Energy
Assistance Fund
Aid. Educate. Conserve.

Exhibit B

UTILITY REPAIR REPLACEMENT DEPOSIT (URRD)

POLICY MANUAL SFY 2012

Effective: July 1, 2011 – June 30, 2012

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A. PURPOSE OF THE PROGRAM

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **$2,000.00**.

B. TYPES OF ASSISTANCE

1. Deposits for Utility Services:
   Electric
   Gas
   Water
   Telephone

2. Repairs to existing utility-related appliances or systems.

3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

NOTE: **The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.**

C. GUIDELINES FOR REPAIR/REPLACEMENT

1. **Eligible Appliances**

Water Heaters	Televisions
Cooking Stoves	Radios
Microwaves	VCRs
Furnaces	Hair Dryers
Air Conditioners	Blenders
Telephone	Water Softeners
Evaporative Coolers	Cable TV
Refrigerators	Satellite Receivers
Washers/Dryers	

Ineligible Appliances

***Replacement of appliance(s) must have Energy Efficient Star Rating.**

Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.

2. **Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, or when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

3. **Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

D. ELEMENTS OF ELIGIBILITY - URRD

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

Citizenship Verification Requirements

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

E. INCOME GUIDELINES

A household's total gross countable income shall mirror the income eligibility guidelines of LIHEAP in the state of Arizona, which for the duration of this policy manual, are 200% of the federal poverty income guidelines.

2011-12 FEDERAL POVERTY INCOME GUIDELINES

MONTHLY INCOME

FAMILY SIZE	200% OF POVERTY
1	*$1,816*
2	*$2,452*
3	*$3,088*
4	*$3,726*
5	*$4,362*
6	*$4,998*
7	*$5,636*
8	*$6,272*
9	*$6,908*
10	*$7,546*
For Each Additional Household Member Add:	***$637***

Figures derived from information dated Thursday, January 20, 2011 of the Federal Register/Vol. 76, No.13, U.S. Department of Health and Human Services, and Office of the Secretary.

NOTE: Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

F. APPLICATION FORM

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 and the Home Energy Assistance Fund Grants Management System.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm the means to submit an application without leaving their residences.

1. ENOO5 Application
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

G. INTERVIEW PROCESS

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

I. CASE FILE

URRD applications are not submitted to ACAA - however the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days from the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application **and** documentation supporting the crisis reason, as outlined in section J. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that** repairs or replacements have been made and/or completed.

J. CRISIS REASON

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

K. PERSONS INCLUDED IN THE HOUSEHOLD

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

Note: Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders **as all income for roommates is counted.**

L. REFERRALS

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

M. POLICY CHANGES & CLARIFICATIONS

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

N. MONITORING PROCESS

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

O. COOPERATION

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

Arizona Community Action Association

SOUTHWEST GAS
WARMING HEARTS & HOMES

Exhibit C

Southwest Gas Low Income Bill Assistance Guidelines
July 1, 2011 – June 30, 2012

Scope of work:
The Southwest Gas Bill Assistance funds will be used to pay Southwest Gas bills (including deposits) for income-qualified customers in crisis situations.

Crisis situations will include:

- Sudden loss of income
- Unexpected expense that results in an inability to pay
- At risk of endangering health by not utilizing necessary appliances such as furnace or water heater.

Customer Qualifications:

- Have the Southwest Gas account in their name or apply for assistance by named proxy
- Be facing a hardship
- Have a household income equal to or less than 150% of the current Federal Poverty Income Guidelines (FPIG)
- Have not received assistance funds from Southwest Gas Low Income Energy Conservation Bill Assistance Program during the past 12 months.

Client Intake Processes:

- Please refer to the Home Energy Assistance Fund Policy Manual for polices on client intake.

Client Verification and Documentation:

- Please refer to the Home Energy Assistance Fund Policy Manual addendum on Verification and Documentation for guidance on client verification processes. Verification of citizenship not applicable.

Grant Maximum:
$400 per household per 12 month period.

Funding

- The allocation must be expended by the end of the contract period.
- Assistance will only be given in the form of credits to the household's account in the form of a funds transfer to Southwest Gas.

Record Keeping

Contractor will be required to gather and maintain the following records to properly administer the program:

- Household Information including but not limited to:
  - Name
  - Address
  - Phone Number
  - e-mail address
  - Number in household
  - Income verification of all household income
- Copy of latest bill
- Evidence/explanation of Hardship
- Amount of assistance provided to each household

Reporting

Contractor will be required to report their activities on the 15th of the month following the last day of business in the previous month or as requested by ACAA. Client activity will be submitted to ACAA through the GMS integration routine. Supplemental client information may be requested as needed.

Exhibit D

ARIZONA PUBLIC SERVICE (APS)

CRISIS BILL ASSISTANCE PROGRAM

This program was funded as a result of the December, 2009 APS Rate Case Settlement. Funds were allocated for bill assistance to households that fall between 150-200% of the Federal Poverty Guidelines.

CAN PAY	APS utility bills on client's present address ONLY and must be a customer of record. **Cannot pay deposits, reconnect fees or establishment charges.**
MAXIMUM GRANT AMOUNT:	$400.00 for current and past due amounts. No credit can be given on an account.
SERVICE CODES:	UTA
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers. Household income for the most recent 30 days, including the date of application, must be at **150 % and no more than 200% of the current federal poverty guidelines.** All income must be verified.
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	1. Application for benefits. 2. Most recent APS utility bill. 3. Income verification for the most recent 30 days including application date. 4. Verification of all social security numbers of all household members.

Exhibit E

INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

100. VERIFICATION OF U.S. CITIZENSHIP

TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-B of the Social Security Act.
- Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoptions subsidies.

The participants receiving the service must provide an award letter or documentation as proof of receiving the service.

NOTE: Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

.01 APPROVED DOCUMENTATION

I. Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

A. PRIMARY - VERIFICATION DOCUMENTS

1. A birth certificate showing birth in the U.S., its territories or possessions.
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.

9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC.

The benefit granting agency shall require the applicant to present a membership card or other tribal document demonstrating membership in an Indian tribe. If the applicant has no document evidencing tribal membership, the benefit granting agency should contact the Indian tribe for verification of membership.

B. SECONDARY - VERIFICATION DOCUMENTS

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name, a U.S. place of birth and the date of birth or the applicant's age when the record was made. It must also indicate a place of birth in the U.S., its territories, or possessions
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S. Territories, or Possessions.
4. Proof of employment as a U.S. Government Civil Servant before June 1, 1976
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions. (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption agency containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

C. When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth. For children under age 16 the document must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions.
3. American Indian Census Records

4. Verification from the U.S. Citizenship and Immigration Services (USCIS). This documentation CANNOT be expired.
5. Verification from the Social Security Administration
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions.
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship.
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date. Record must indicate a place of birth in the U.S.
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant.
14. Tribal census records for the Navajo or Seneca tribes. The records must be created at least five years before the application and list a U.S. place of birth.
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics.
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth.
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs.

D. **When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:**

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances.
2. Be signed by a U.S. Citizen that is not a member of the household.
3. Be approved by the Case Manager.

.02 ACCEPTABLE COPIES

Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

200 VERIFICATION OF QUALIFIED NON-CITIZENS

.01 QUALIFIED NON-CITIZEN CATEGORIES

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

A. <u>LAWFUL PERMANENT RESIDENT (LPR)</u>

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more

2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR

3) They have a military connection

4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):**

1. I-551- Resident Alien Card (Eligible for Benefits)
2. I-151- Alien Registration Receipt Card (Eligible for Benefits)
3. I-194- or unexpired passport with the words: Processed for I-551

<u>Temporary Evidence of Lawful Permanent Residence. Valid Until (Date). With the following Stamp/Annotations of Law</u>

a) Adjustment Admission Stamp – Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a Prucol determination);

b) Non-Specific Admission Stamp – Eligible when the form is noted with an I-551 eligible status code

c) Parole Admission Stamp – Eligible when the period of parole is for at least one year as verified on the stamp

d) Replacement Admission Stamp – Eligible when the stamp displays an I-551 eligible Status Code

e) Temporary I-551 Admission Stamp – Eligible when the key phrase reads one of the following: "Admission for Permanent Residence at
   a. D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8;

B) ASYLEE

An Asylee, Non-Citizen Legal Resident is granted asylum through an exercise of discretion by the Attorney General, pursuant to Section 208 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date their status is granted.

NOTE: The eligibility period begins from the month the Asylee status is granted, NOT the month of U.S. entry.

These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94 with one of the following:
   A stamp showing grant of asylum under Section 208 of the INA to include:
   a. AS1 - Eligible for benefits
   b. AS2 - Eligible for benefits
   c. AS3V92 - Eligible for benefits

C) REFUGEE OR AMERASIAN

A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

I-94 – endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 –6, -7, -71; RE7 –8; Z2; (Eligible for Benefits)

D) VICTIM OF SEVERE HUMAN TRAFFICKING

A victim of severe human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents:

1. I-94 – with a T Visa or Derivative T Visa (T, T-2, T-3, T-4, or T-5) (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

E) NON-CITIZEN LEGAL RESIDENT PAROLED INTO THE U.S.

A Non-Citizen paroled into the U.S. is lawfully present in the U.S. as a result of a grant of parole by the Attorney General, pursuant to Section 212(d) (5) of the INA. This Non-Citizen is potentially eligible for services when the period of the

parole is for at least one year. These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front. The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form. (Eligible for Benefits)

F) NON-CITIZEN LEGAL RESIDENT WHOSE DEPORTATION IS WITHHELD

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen Legal Resident for whom the Attorney General has withheld deportation from the U.S. pursuant to Section 243(h) or 241 (b)(3) of the INA. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

I-94 – with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA (Eligible for Benefits)
- Removal withheld under 241(b)(3) of the INA (Eligible for Benefits)

G) CUBAN OR HAITIAN ENTRANT

Cuban or Haitian entrants are admitted to the U.S. by USCIS as a Cuban or Haitian entrant pursuant to Section 501 (e) of the Refugee Education Assistance Act of 1980 (PL 104-93). Cuban or Haitian entrants are potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have the following USCIS document: (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)

1. I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

(H) **CONDITIONAL ENTRANT**

A conditional entrant was granted conditional entry into the U.S. before April 1, 1980, pursuant to Section 203 (a) (7) of the INA. Conditional entrants are potentially eligible for benefits regardless of any later change in their status.

These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94 – with the words: ADMITTED AS A REFUGEE – CONDITIONAL ENTRY under Section 203(a) (7) of the INA. (Eligible for Benefits)

I) **ABUSED OR BATTERED NON-CITIZEN**

Documented Non-Citizens may become qualified Non-Citizens when they have suffered abuse from a parent or a spouse.

The agency staff must inform the Abused or Battered applicant of the following:

1. Applicant must contact the USCIS to obtain a Petition for Abused Aliens
2. The abuse must have occurred in the U.S. and the abusive person must be a U.S. Citizen or Lawful Permanent Resident
3. They must currently reside in the U.S.
4. They must provide any and all documentation verifying continuous residency in the U.S. for the prior five years

NOTE: All periods of time that are not accounted for must be addressed by an applicant statement.

- In order for the Non-Citizen to be eligible under this category, they must meet ALL of the following:

1. Possess appropriate USCIS status
2. Be battered or subject to extreme cruelty
3. Have a substantial connection between battery and the need for benefits
4. No longer residing with the batterer

J) **INDEFINITE DETAINEE**

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Subsequently, Indefinite Detainee status is met when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

An Indefinite Detainee applicant can be identified by an Order of Supervision (I-220B) USCIS form that should include the applicant's alien registration number and a notation regarding U.S. exclusion, deportation, or removal. Indefinite Detainee applicants may also have an Employment Authorization Document (I-688B) USCIS form showing 274a.12 (18). The agency should obtain as much of the following information as possible from the applicant:

1. Name and Date of Birth
2. Alien Registration Number
3. Social Security Number
4. Home Country
5. I-94 Card Number
6. Parent's Names
7. Driver's License Number
8. Copies of ANY immigration documents (I-220B, I-688B, etc.)

- The agency should call the Office of Refugee Resettlement (ORR) to request an Indefinite Detainee eligibility determination and inform ORR that the collected information will be faxed.
- The agency should fax the information collected from the applicant to ORR. The FAX must include the name, telephone number, and FAX number of the person requesting information.
- The agency should document all action taken and the dates made.
- The agency should not approve or disqualify the Non-Citizen Legal Resident during this period. The agency should hold the application pending detainee status confirmation from ORR.
- ORR will submit the faxed information to USCIS and will notify the person requesting the information on the applicant's status and eligibility by FAX.

K) MILITARY CONNECTION

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

a. They are a qualified Non-Citizen

b. They meet one of the following military service criteria:

1. An honorably discharged veteran or person on active duty
2. On active duty in the Armed Forces of the U.S.

3. A spouse of a veteran or person on active duty who meets one of the following:

   - Is legally married to the veteran or person on active duty
   - Is legally separated form the veteran or person on active duty
   - Is a widowed spouse of the veteran or person on active duty and has not remarried

NOTE: The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident

When verifying military service criteria, the following apply:

01. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
02. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used.
03. Only full-time Air Force, Army, Navy, Marine, or Coast Guard is eligible. Any Reserve or National Guard duty is excluded.
04. A spouse or unwed dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements.

300. NON-CITIZEN ALIEN IDENTIFICATION CARDS

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. Documents cannot be EXPIRED.

.01 ALIEN IDENTIFICATION CARDS

The eligible ID cards listed in this section are as follows:

a. I-94 Arrival/Departure Record:

POTENTIALLY ELIGIBLE depending on the following:
1-94 admission stamp used, section of law/class-code annotations;
Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. I-94 Parole Edition:

POTENTIALLY ELIGIBLE depending on the following:
1-94 admission stamp used; section of law/class-code annotations;
Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

c. I-151 Alien Registration Card:
POTENTIALLY ELIGIBLE - The 1-151 is the original green card. Many however were printed on blue paper; several versions of this card exist.
Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

d. I-551 Permanent Resident Card

e. Visa Stamps in Foreign Passports – Eligible when all of the following occur:

- The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".
- Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

NOTE: Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

NOTE: Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

400 AFFIDAVIT THAT DOCUMENT(S) IS/ARE TRUE

.01 An eligible applicant must execute a sworn affidavit (see Exhibit IV) stating that the documentation provided as listed on pages 1,2 and 3 of this document during the verification process is/are true.

i. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.

ii. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members, or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation

iii. Any contractor classified as a non-profit charitable organization must notify Department of Economic Security, Division of Aging and Adult Services (DES/DAAS), if "discovered violations" will not be reported to ICE, also

iv. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

500 Determining Non-citizen Status

To determine non-citizen status, complete the following:

Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their non-citizen status.

When the document is provided, compare the document to the documents listed on pages 4 through 10. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

- Voluntarily self declare that they are residing in the U.S. illegally or
- Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.

When either of these occurs, follow your agency's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

400. NON-QUALIFIED NON-CITIZENS

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. 1-94 - Non-citizens with this document may have either qualified or nonqualified status. The admission stamp annotated on the card determines the non-citizen's status.
2. I-184-Crewman Landing Permit
3. I-185-Nonresident Alien Canadian Border Crossing Card
4. I-186 – Nonresident Mexican Border Crossing Card
5. I-444-Mexican Border Visitor Permit
6. I-586-Nonresident Alien Border Crossing Card
7. I-688A – Employment Authorization
8. I-688 -Temporary Resident this is the first card issued to non-citizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.
9. I-688B-Employment Authorization this is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.
10. I-689 Fee Receipt-Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.
11. I-766-Employment Authorization
12. DSP150 Border Crossing Card-This card was introduced in 1997. Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.
13. Student Visa-This card was introduced in 1998

500. INELIGIBLE ALIEN ID CARDS

When an applicant provides one of the following alien ID cards they are INELIGIBLE for services and the applicant must provide another eligible document. All these forms expired before January 24, 1990.

1). Any alien ID cards that are expired.
2) 1-181a – Memorandum of creation of record of lawful permanent residence
3) 1-184 – Alien crewman landing permit and identification card
4) 1-185 – Non-resident alien Canadian border crossing card
5) 1-186 – Non-resident alien Mexican border crossing card
6) 1-444 – Mexican border visitor permit
7) 1-586 – Non-resident alien border crossing card
8) 1-688 – Employment authorization
9) 1-688A – Employment authorization document
10) 1-688B – Employment authorization document
11) 1-689 – Fee receipt
12) 1-766 – Employment authorization document
13) Non-resident border crossing card

Exhibit F

Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines - Effective July 1, 2011 - June 30, 2012
Percent of Poverty Display - Monthly Gross Income

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	**For each additional member add:**
0% to	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
74%	$672	$907	$1,143	$1,379	$1,614	$1,849	$2,085	$2,321	$2,556	$2,792	$236
75% to	$673	$908	$1,144	$1,380	$1,615	$1,850	$2,086	$2,322	$2,557	$2,793	
100%	$908	$1,226	$1,544	$1,863	$2,181	$2,499	$2,818	$3,136	$3,454	$3,773	$318
101%	$909	$1,227	$1,545	$1,864	$2,182	$2,500	$2,819	$3,137	$3,455	$3,774	
125%	$1,135	$1,533	$1,930	$2,329	$2,726	$3,124	$3,523	$3,920	$4,318	$4,716	$398
126%	$1,136	$1,534	$1,931	$2,330	$2,727	$3,125	$3,524	$3,921	$4,319	$4,717	
150%	$1,362	$1,839	$2,316	$2,795	$3,272	$3,749	$4,227	$4,704	$5,181	$5,660	$478
151%	$1,363	$1,840	$2,317	$2,796	$3,273	$3,750	$4,228	$4,705	$5,182	$5,661	
200%	$1,816	$2,452	$3,088	$3,726	$4,362	$4,998	$5,636	$6,272	$6,908	$7,546	$637
Annual	*10,890*	*14,710*	*18,530*	*22,350*	*26,170*	*29,990*	*33,810*	*37,630*	*41,450*	*45,270*	*3820*