



DEPARTMENT OF ECONOMIC SECURITY  
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under ~~insert Contractor Authority~~ Here and, *[Signature]* A.R.S §11-201 et. seq. and A.R.S §11-251 et. seq.

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF THE GILA COUNTY DIVISION OF HEALTH & COMMUNITY SERVICES

*[Signature]*  
Procurement Officer Signature

*[Signature]*  
Signature

Printed Name  
Elizabeth G. Csaki, CPPB

Michael A. Pastor  
Printed Name

Title  
Professional Services Procurement Manager

Chairman, Board of Supervisors  
Title

Date  
8/18/2010

7/6/10  
Date

DE111073-001  
ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *[Signature]*  
Assistant Attorney General

By: *[Signature]*  
Public Agency Legal Counsel

Date: 8/16/10

Bryan Chambers, Chief Deputy Gila Co. Attorney  
Date: 8-23-2010

## TERMS AND CONDITIONS

- 1.0 Parties**  
1.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Division of Health & Community Services.
- 2.0 Term of Agreement and Option to Extend**  
2.1 Term - See section 5.0 Contract Term in the Scope of Work.  
2.1.1 The parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than July 1, 2010, those services may be compensated under this agreement.  
2.1.2 The parties agree that if similar services were provided by the Contractor after the end date of the contract, those services shall not be compensated under this agreement.
- 2.2. Extension**  
2.2.1 This agreement may be extended through a written amendment by mutual agreement of the parties.
- 3.0 Purpose of Agreement**  
3.1 The purpose of this agreement is to contract for services which address the causes of poverty in local areas and to provide emergency services which alleviate crisis situations.
- 4.0 Definitions**  
4.1 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.  
4.2 "Contractor" means any person who has a Contract with the State.  
4.3 "Days" means calendar days unless otherwise specified.  
4.4 "Department" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.  
4.5 "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).  
4.6 "Exhibit" means any item labeled as an Exhibit.  
4.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.  
4.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.  
4.9 "May" indicates something that is not mandatory but permissible.  
4.10 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.  
4.11 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.  
4.12 Shall, Must" indicates a mandatory requirement.  
4.13 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.  
4.14 "Subcontract" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.  
4.15 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.  
4.16 "State Fiscal Year" means the period beginning with July 1 and ending June 30.  
4.17 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.
- 5.0 Manner of Financing**  
5.1 See section 4.0 Funding in the Scope of Work.
- 6.0 Service Descriptions**  
6.1 See Scope of Work for descriptions of each service.

- 7.0**     **Responsibilities**
- 7.1**     The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.
- 7.2**     Services will be provided at the locations identified on the Facility Location Chart.
- 8.0**     **Advertising, Publishing and Promotion of Contract.**
- 8.1**     The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a contract with the Arizona Department of Economic Security points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 9.0**     **Amendments or Modifications**
- 9.1**     This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 9.2**     Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
- 9.2.1**   Change of telephone number;
- 9.2.2**   Change in authorized signatory; and/or
- 9.2.3**   Change in the name and/or address of the person to whom notices are to be sent.
- 9.3**     This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 10.0**    **Applicable Law**
- 10.1**    This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- 10.2**    The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 10.3**    Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.4**    The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .
- 10.5**    The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 10.6**    The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 10.7**    The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 10.8**    **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 10.9**    The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

- 10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.
- 11.0 **Arbitration**
- 11.1 In accordance with A.R.S. § 12-1518 as may be amended, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 12.0 **Assignment and Delegation.**
- 12.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
- 13.0 **Audit**
- 13.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.
- 13.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
- 13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 13.2.2 Summary schedule of prior audit findings
- 13.2.3 Auditor's Reports (detailed in the A-133)
- 13.2.4 Corrective Action Plan.
- 13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- 13.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 13.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 13.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- 14.0 **Availability of Funds for the Current State Fiscal Year**
- 14.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 14.1.1 Reduce payments or units authorized;
- 14.1.2 Accept a decrease in price offered by the Contractor;
- 14.1.3 Cancel the Agreement; or
- 14.1.4 Cancel the Agreement and re-solicit the requirements.

14.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

**16.0 Availability of Funds for the Next State Fiscal Year**

15.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.

15.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**16.0 Background Checks for Employment through the Central Registry**

16.1 If providing direct services to children or vulnerable adults, the following shall apply:

16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

**17.0 Certification of Cost or Pricing Data**

17.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

**18.0 Certification Regarding Lobbying**

18.1 The Contractor agrees to comply with 49 CFR part 20.

**19.0 Confidentiality**

19.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

**20.0 Code of Conduct**

20.1 The Contractor shall avoid any action that might create or result in the appearance of:

20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

20.1.2 Acting on behalf of the State without appropriate authorization;

20.1.3 Provided favorable or unfavorable treatment to anyone;

20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,

20.2.6 Loss of impartiality when advising the State.

**21.0 Competitive Bidding**

21.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest

practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

**22.0 Conflict of interest**

22.1 In accordance with A.R.S. §38-511 as may be amended, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

**23.0 Cooperation**

23.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

**24.0 Data Sharing Agreement**

24.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

**25.0 Disposition of Property**

25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

**26.0 Eligibility for State or Local Public Benefits; Documentation and Violations**

26.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

**27.0 Evaluation**

27.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

- other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
- 27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.
- 28.0 E-Verify**
- 28.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 29.0 Fair Hearings and Service Recipients' Grievances**
- 29.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 29.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- 30.0 Federal Immigration and Nationality Act**
- 30.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 31.0 Fees and Program Income**
- 31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 32.0 Fingerprinting**
- 32.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- 32.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 32.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 32.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 32.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

- 32.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 32.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).
- 33.0 Force Majeure**
- 33.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 33.2 Force Majeure shall not include the following occurrences:
- 33.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 33.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 33.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 33.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 33.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 34.0 Inclusive Contractor**
- 34.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 35.0 Indemnification**
- 35.1 Indemnification for Contractor:
- 35.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 35.2 Indemnification for Subcontractor
- 35.2.1 In addition, Gila County Division of Health & Community Services shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and

all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila County Division of Health & Community Services's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**36.0 Insurance Requirements**

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

**36.2** The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

**2. Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Arizona Department of*

***Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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

• Workers' Compensation	Statutory
• Employers' Liability	
• Each Accident	\$ 500,000
• Disease – Each Employee	\$ 500,000
• Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**4. Professional Liability (Errors and Omissions Liability)**

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provisions of this Contract.
- C. Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to

the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 36.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 36.0 above.

**37.0 IT 508 Compliance**

**37.1** Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**38.0 Levels of Service**

**38.1** If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

**38.2** The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

**38.3** Any administration within the Department may obtain services under this contract.

**38.4** Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

**38.5** When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

**39.0 Monitoring**

**39.1** The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

**40.0 Non-Availability of Funds**

**40.1** In accordance with ARS § 35-154 as may be amended, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**41.0 Non-Discrimination**

**41.1** In accordance with ARS § 41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

**41.2** Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

**41.3** If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

**41.4** The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor

shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

41.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

**42.0 No Parole Evidence**

42.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

**43.0 No Waiver.**

43.1 Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**44.0 Notices**

44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.

44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.

44.3 All notices shall reference the contract number.

44.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

44.4.1 Change of telephone number;

44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;

44.4.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or

44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

**45.0 Offshore Performance Of Work Prohibited**

45.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

**46.0 Order of Precedence**

46.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits.

**47.0 Ownership of Intellectual Property**

47.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

**48.0 Pandemic Contractual Performance**

48.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

48.1.2 Alternative methods to ensure there are services or products in the supply chain.

48.1.3 An up to date list of company contacts and organizational chart.

48.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

48.2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.

48.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

48.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

**49.0 Payments**

49.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

49.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

49.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

- 49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.
- 49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.
- 49.6 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 49.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 49.8 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 49.9 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 49.10 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

**50.0 Payment Recoupment**

- 50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- 50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
- 50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 50.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this contract;
- 50.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
- 50.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
- 50.1.10 Any payments made for services rendered after the contract termination date.

**51.0 Personnel**

- 51.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

**52.0 Predecessor and Successor Contracts**

- 52.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

**53.0 Professional Standards**

- 53.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

**54.0 Property of the State**

- 54.1 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials

and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

**55.0 Records**

- 55.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- 55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 55.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- 55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- 55.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 55.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 55.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 55.4.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- 55.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

**56.0 Relationship of Parties**

- 56.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 56.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 56.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

**57.0 Reporting Requirements**

- 57.1 See section 7.0 General Reporting Requirements in the Scope of Work.
- 57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

**58.0 Responsibility for Payments Indemnification**

- 58.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- 59.0 Right of Offset**  
 59.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.
- 60.0 Scrutinized Business**  
 60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 61.0 Severability**  
 61.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 62.0 State's Contractual Remedies**  
 62.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.  
 62.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.  
 62.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.  
 62.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.  
 62.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 63.0 Subcontracts**  
 63.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.  
 63.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 64.0 Substantial Interest Disclosure**  
 64.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

**65.0 Supporting Documents and Information**

65.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

**66.0 Suspension or Debarment**

66.1 The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.

**67.0 Technical Assistance**

67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

**68.0 Termination**

68.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

68.2 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511 as may be amended.

68.3 **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

68.4 **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

68.5 **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the

effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**68.6 Termination for Default.**

68.6.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

68.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

68.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

68.7 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

68.8 **Termination for Any Reason.** In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

68.9 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.

68.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

**69.0 Third- Party Antitrust Violations**

69.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

**70.0 Transfer of Knowledge**

70.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

**71.0 Transition of Activities**

71.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

**72.0 Unallowable Costs**

72.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

- 72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
  - 72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
  - 72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
  - 72.2.3 OMB Circular A-21 for educational institutions.
  - 72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

**73.0 Visitation, Inspection and Copying**

- 73.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

**74.0 Warranty of Services**

- 74.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

**75.0 Contract Documents**

- 75.1 The following constitute an integral part of the contract:
  - 75.1.1 Terms and Conditions
  - 75.1.2 Scope of Work
  - 75.1.3 Administrative Methodology
  - 75.1.4 Service Methodologies
  - 75.1.5 Attachments
  - 75.1.6 Exhibits

**Scope of Work**  
**Community Action Program Services**

- 1.0 **DES Vision and Mission Statement**
- 1.1 **DES Vision - Every child, adult, and family in the state of Arizona will be safe and economically secure.**
- 1.2 **DES Mission - The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families**
- 2.0 **Community Action Program Services - The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.**

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

- 2.1 **Definitions – See Exhibit A, as may be amended.**
- 2.2 **Community Services - (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.**
- 2.3 **Case Management - (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.**
- 2.4 **General Transportation - (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.**  

This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.
- 3.0 **Authority - Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.**
- 4.0 **Funding – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.**

**Scope of Work**  
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
<p>Community Services Block Grant (CSBG) – Federal</p>	<p>Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.</p>	<p>Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements:</p> <ul style="list-style-type: none"> <li>(1) Number of persons in poverty in the geographic area served</li> <li>(2) Number of persons unemployed in the geographic area served</li> <li>(3) Five percent (5%) of the overall funds is distributed only to rural counties.</li> </ul> <p>*Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000.  **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds.</p>
<p>Temporary Assistance to Needy Families (TANF) – Federal</p>	<p>Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance</p>	<p>Funds are distributed to designated CAAs according to a funding formula that consists of the following elements:</p> <ul style="list-style-type: none"> <li>(1) Number of persons in poverty in the geographic area served</li> <li>(2) Five percent of the overall funds is distributed only to rural counties.</li> </ul> <p>*Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000.  **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds.</p>
<p>Social Services Block Grant – Locally Planned (SSBG-LP) Federal</p>	<p>Contractor operations, case management, general transportation, and supportive services, for individuals and families.</p>	<p>Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapai, and Navajo counties.</p>
<p>Emergency Shelter Grant (ESG) Federal</p>	<p>Services to prevent evictions and homelessness.</p>	<p>Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements:</p> <ul style="list-style-type: none"> <li>(1) Number of persons in poverty in the geographic area served</li> <li>(2) Number of persons unemployed in the geographic area served.</li> </ul>

**Scope of Work**  
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five Percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties.

**5.0 Contract Term**

5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.

**6.0 Administrative Requirements – The Contractor shall:**

6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

- 6.1.1 COATES Human Services Reauthorization Act of 1998
- 6.1.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- 6.1.3 Stewart B. McKinney Homeless Assistance Act
- 6.1.4 ARS §46-241 Short Term Crisis Services
- 6.1.5 ARS §46-701 Utility Assistance
- 6.1.6 ARS §46-741 Neighbors Helping Neighbors
- 6.1.7 ARS §140.01 Identity, Citizenship (Prop 200)
- 6.1.8 Ensure that Publications contain the following statement:

*"This project was funded by the Arizona Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."*

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

**6.2 Staffing and Security**

- 6.2.1 Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.
- 6.2.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
- 6.2.3 Ensure that client/recipient confidential information is maintained in a secure location.

**6.3 Equipment**

- 6.3.1 Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have internet capability).

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**Community Action Program Services**

- 6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
- 6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.
- 6.4 **Service Provision**
  - 6.4.1 Provide services directly, as allowed, or through subcontractors.
  - 6.4.2 Collect and report required client data.
  - 6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
  - 6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
  - 6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
  - 6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
  - 6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).
- 6.5 **Networking**
  - 6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
  - 6.5.2 Form local partnerships with community agencies.
  - 6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
  - 6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
  - 6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.
- 6.6 **Subcontract Related Service Provisions**
  - 6.6.1 Document all costs associated with provision of contract services.
  - 6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
  - 6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
  - 6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
  - 6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
  - 6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
  - 6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
  - 6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
  - 6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
  - 6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
  - 6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
  - 6.6.12 Address client barriers to service.
  - 6.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).
- 6.7 **Monitoring and Evaluation**
  - 6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

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- 6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
  - 6.7.3 Establish and implement a process for service/performance improvement.
  - 6.7.4 Participate in DES/DAAS evaluation studies, when required.
- 7.0 General Reporting Requirements – The Contractor shall:**
- 7.1 Submit the following items and all notices to:

Arizona Department of Economic Security  
DAAS Contracts Management Unit  
P. O. Box 6123-Site Code 086Z  
Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
  - 7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
  - 7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing \$1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
  - 7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
  - 7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
  - 7.1.6 By June 30<sup>th</sup> annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1<sup>st</sup> (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
  - 7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).
- 8.0 Items Provided by the Department – The Department shall provide:**
- 8.1 Funding allocation information, as needed.
  - 8.2 A Contractor's Invoice and Statement of Expenditures form.

**Scope of Work**  
**Community Action Program Services**

**9.0 Community Services**

**9.1 Service Description**

**9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.**

**9.2 Service Information**

**9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:**

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

**9.2.2 These goals will be accomplished through activities that:**

1. Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
2. Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
5. Broaden the resource base of programs directed to the elimination of poverty.

**9.3 Board Requirements – The Contractor shall:**

**9.3.1 Private, non-profit CAAs:**

1. Select a Tripartite Governing Board that administers the services.
2. Ensure that the Tripartite Governing Board is comprised as follows:
  1. 1/3 are elected public officials, holding public office on the date of selection.
  2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
  3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
  1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
  2. Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
  3. Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

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**Community Action Program Services**

5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
6. Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

**9.3.2 Public CAAs Advisory Board:**

1. Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

**9.4 Community Action Plan Requirements – The Contractor shall:**

**9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:**

1. A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
2. Contractors objectives that are aligned with the six national goals.
3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
4. A description of the service delivery system for services provided or coordinated with CSBG funds.
5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
6. A description of how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow-up consultations.
7. A description of how CSBG funds will be coordinated with other public or private resources.
8. A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
9. A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community-based organizations.
11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

**9.5 Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

**9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.**

**9.6 Program Reporting Requirements – The Contractor shall:**

**9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:**

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30<sup>th</sup> of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
2. Quarterly ROMA Outcomes Report (See Exhibit E) by October 25<sup>th</sup>, January 25<sup>th</sup>, April 25<sup>th</sup> of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES).

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3. CSBG Information System (IS) Report by October 1<sup>st</sup> of each calendar year (See Exhibit F).
4. Schedule of planned Board meetings for the next 12 months, by June 30<sup>th</sup> of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form(All CAAs), as appropriate (See Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
7. Current Organizational Chart by June 30<sup>th</sup> each calendar year, beginning 2011.
8. Current Agency Operations Spreadsheet by June 30<sup>th</sup> of each calendar year, beginning 2011.

**9.7 Items Provided by the Department – The Department shall provide:**

- 9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.
- 9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

**Scope of Work**  
**Community Action Program Services**

**10.0 Case Management**

**10.1 Service Description**

**10.1.1** A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

**10.1.2** This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

**10.2 Service Information**

**10.2.1** The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

**10.2.2** All CAAs shall provide the following:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

**10.2.3** All CAAs and designated LIHEAP agencies shall provide the following:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
  1. Utility payments or deposits for heating and cooling
  2. Temporary emergency shelter (if needed due to energy related crisis)
  3. Payment of water bills related to cooling (May 1 through October 1)
  4. Rental assistance where utility payment is included in the rent

**10.2.4** Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

**Scope of Work**  
**Community Action Program Services**

- 10.3 Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
  - 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
  - 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
    - 1. An assessment of the client's resources and needs.
    - 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
    - 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.
  - 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
    - 1. Resolve any immediate crisis in a timely manner.
    - 2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
    - 3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
  - 10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
  - 10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.
  - 10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.
  - 10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.
- 10.4 Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
  - 10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).
- 10.5 Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
  - 10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).
  - 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
  - 10.5.4 Utilize an in-house system to make payments to utility companies.
- 10.6 Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
  - 10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.
- 10.7 Program Reporting Requirements – The Contractor shall:**
- 10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

**Scope of Work**  
**Community Action Program Services**

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31<sup>st</sup> of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31<sup>st</sup> of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

**10.8 Items Provided by the Department – The Department shall provide:**

- 10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.
- 10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual.
- 10.8.4 Low Income Home Energy Assistance Program Policy Manual.

## **ADMINISTRATIVE METHODOLOGY:**

### **2.0**

**2.2.1 Organization Structure:** The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

**2.2.2 Confidential Information:** All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

**2.2.3 Technology Equipment/Capabilities:** The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

## ADMINISTRATIVE METHODOLOGY

**2.2.4 Competitive Bidding Procedure:** Gila County Community Action/Housing Services does not subcontract.

**2.2.5** N/A Gila County CAP does not subcontract.

**2.2.6 Linguistically/Culturally Appropriateness:**

The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

**2.2.7** N/A Gila County CAHS does not subcontract.

## **GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES**

### **COMMUNITY SERVICES METHODOLOGY**

#### **3.0**

**3.1.1** The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

**3.1.2** To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

**3.1.3** Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

**3.1.4** The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

<b>PRIVATE SECTOR</b>	<b>PRIVATE SECTOR</b>	<b>LOW INCOME</b>
Annie Hinojos		
Margret Celix	Robert Closs	Barbara Leetham
Lyn Canning		Audrey Opitz
Ramona Ortiz		Norberto Waddell

**3.1.5** CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

**3.1.6** CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

**3.1.7** the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing., Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients with in their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County, HUD, Town of Payson, FEMA, HEAF, DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

- a. Title I Adults, Youth, Dislocated Worker
- b. Job Corps
- c. Native American programs
- d. Migrant/Seasonal farm Worker Prog.
- e. Veterans Workforce Prog.
- f. Program authorized under Wagner/Peysen Act
- g. Adult education/literacy activities
- h. Vocational Rehabilitation Prog.
- i. Welfare to Work Prog.
- j. Senior community Sacs. Emp.
- k. Postsecondary Voc. Education
- l. Trade Adjustment Asst./NAFTA
- m. Community Service Block Grant
- n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Measures
Low Income People Become More Self-Sufficient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes.	Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community.	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
Low Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

## GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

### CASE MANAGEMENT METHODOLOGY

#### 3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client. CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobbying with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments. appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis, rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

**3.2.2** Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4) For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

- b.) After developing of the case plan which is outlined above in a), the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive, which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates, a copy of the EN-005, the Family Service Plan/updates, case notes, and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.
- c) As an ongoing process of case management, the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan, at the request of the client to discontinue services, or by agreement of the case manager, program manager or Divisional Program Manager. At the time of closure, reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.
- d.)The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.
- e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status, the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal, the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

**NOTICE OF ELIGIBILITY, DENIAL, APPEAL FOR SOCIAL SERVICES**  
Gila County Community Action  
P O Box 1254  
Globe, AZ 85502-1254  
(928) 425-7831

Date: 6/11/2010

Dear:

Your application for social services has been approved. You will be receiving the following service:

\_\_\_\_\_ \$ -  
\_\_\_\_\_ \$ -  
\_\_\_\_\_ \$ -

Your application for social services has been denied. The reason(s) is/are:

Your income exceed Federal poverty levels.

You have already received assistance and by regulation cannot be assisted again at this time.  
You MAY be eligible to reapply on: \_\_\_\_\_

You failed to provide requested verification needed to complete your application and to determine eligibility.  
\_\_\_\_\_

Gila County CAP had no contract funds available at this time to assist you.

You requested your application not to be completed.

The program for which you applied required that you have a documentable crisis in the home.

Other

**YOU HAVE THE RIGHT TO APPEAL THIS DECISION**

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: \_\_\_\_\_ Date: 6/11/2010

### **3.2.4**

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency. Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

### **3.2.5**

A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

**3.2.6** Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

**3.2.7** All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

**3.2.8** As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

**GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES  
ALLOCATED FUNDS REPORT  
SFY 2011**

<u>CONTRACTOR</u>	<u>E#</u>	<u>COUNTY</u>	<u>SVC</u>	<u>FUND SOURCE</u>	<u>COST TYPE</u>	<u>2011 AWARD</u>	<u>COMMENTS</u>
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	A	15,623.00	
GILA		GILA	CMT	NHN	V	865.00	
GILA		GILA	CMT	SSBGLP	A	8,352.00	
GILA		GILA	CMT	TANF	S	150,000.00	
GILA		GILA	CMT	TANF	V	0.00	
GILA		GILA	CMT	QWEST	A	1,082.00	
GILA		GILA	CMT	ESG	P	6,659.00	
GILA		GILA	CMT	LIHCON	A	1,473.00	
GILA		GILA	CMT	LIHCON	V	25,055.00	
GILA		GILA	CMT	LEVG	V	0.00	
				<b>sub-total</b>		<b>445,831.00</b>	
GILA		GILA	CSV-B	CSBG	A	150,000.00	
GILA		GILA	CSV	CSBG	V	0.00	
				<b>sub-total</b>		<b>150,000.00</b>	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA		GILA	CSV-C	CSBG-ARRA	V	0.00	
				<b>Total</b>		<b>595,831.00</b>	

Total:  
Vouchers 256077  
130,707.00  
19,293.00

140,000  
10,000

**ITEMIZED SERVICE BUDGET  
FOR CONTRACT SERVICE: Case Management  
PROVIDER NAME: Gila County Community Action Program  
CONTRACT PERIOD: 7-01-10 TO 6-30-11  
Attachment A**

**1 PERSONNEL**

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	\$ 26,946	\$ 26,946
1	1	Divisional Accountant	\$35,422	50%+0=50%	\$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
<b>TOTAL PERSONNEL COST:</b>					<b>\$ 110,334</b>	<b>\$ 98,426</b>

**2 EMPLOYEE RELATED EXPENSES**

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25% \$595.83 per mo x 12 mo X 5 @ 50%	\$ 1,787 \$ 17,875	\$ 1,787 \$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.0985 X \$110,334	\$ 10,868	\$ 5,434
<b>TOTAL EMPLOYEE RELATED COST:</b>		<b>\$ 39,302</b>	<b>\$ 29,483</b>

**3 PROFESSIONAL AND OUTSIDE SERVICES**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL PROF &amp; OUTSIDE COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**4 TRAVEL**

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$200 per month x 12 months	\$ 2,700	\$ 1,350
Per Diem	\$25 per day for 20 days for 10 FTE's	\$ 5,000	\$ 4,000
<b>TOTAL TRAVEL COSTS:</b>		<b>\$ 7,700</b>	<b>\$ 5,350</b>

**5 SPACE**

Item	Basis	Service Cost	CPIP Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
<b>TOTAL SPACE COSTS:</b>		<b>\$ 21,276</b>	<b>\$ 10,278</b>

**6 EQUIPMENT**

Item	Basis	Service Cost	CPIP Cost
N/A			
<b>TOTAL EQUIPMENT COSTS:</b>		\$ -	\$ -
		\$ -	\$ -

**7 MATERIALS & SUPPLIES**

Item	Basis	Service Cost	CPIP Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 10,800
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
<b>TOTAL MAT &amp; SUPP COSTS:</b>		\$ 17,400	\$ 12,000

**8 OPERATING SERVICES**

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's	\$ 3,000	\$ 3,000
	\$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 20,560	\$ 9,764
<b>TOTAL OPERATING SERVICE COSTS:</b>		\$ 27,360	\$ 15,924

**9 INDIRECT COSTS**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL INDIRECT COSTS:</b>		\$ -	\$ -

10	<b>SUBTOTAL ADMINISTRATIVE COSTS:</b>	\$ 223,372	\$ 171,459
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**11 VOUCHERS**

Item			Service Cost	CPIP Cost
1	LIHEAP	77	\$ 222,500	\$ 222,500
2	LIHCON	78	\$ 25,055	\$ 25,055
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
<b>TOTAL VOUCHER COSTS:</b>			<b>\$ 274,372</b>	<b>\$ 274,372</b>

12			<b>TOTAL COSTS:</b>	<b>\$ 497,744</b>	<b>\$ 445,831</b>
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**REVENUE SOURCES:**

CPIP Case Mgt.	\$ 445,981	\$ 445,831
CPIP CSV-B	\$ 150,000	
CPIP CSV-C	\$ -	
<b>TOTAL REVENUE:</b>	<b>\$ 595,981</b>	<b>\$ 445,831</b>
<b>TOTAL REVENUE:</b>	<b>\$ 595,981</b>	<b>\$ 445,831</b>

**CMT-A Case Management ISB 10-11**  
**Submitted 04/23/2010**

**ITEMIZED SERVICE BUDGET**  
**FOR CONTRACT SERVICE: Community Services**  
**PROVIDER NAME: Gila County Community Action Program**  
**CONTRACT PERIOD: 7-01-10 TO 6-30-11**  
**Attachment B**

**1 PERSONNEL**

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Community Services Director	\$81,994	50%+0=50%	\$ 40,997	\$ 4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	\$ 33,654	\$ 3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	\$ 27,622	\$ 5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	\$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	\$ 16,442	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
<b>TOTAL PERSONNEL COST:</b>					<b>\$ 198,347</b>	<b>\$ 90,825</b>

**2 EMPLOYEE RELATED EXPENSES**

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 715
	\$595.83 per mo x 12 mo X 1	\$ 7,150	\$ 715
	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 2,860
	\$595.83 per mo x 12 mo X 4	\$ 28,600	\$ 14,300
FICA	0.0765 X \$198,347	\$ 15,174	\$ 7,587
V. nan's Comp	0.003 X \$198,347	\$ 595	\$ 298
Retirement	0.0985 X \$198,347	\$ 19,537	\$ 9,769
<b>TOTAL ERE COST:</b>		<b>\$ 99,655</b>	<b>\$ 38,243</b>

**3 PROFESSIONAL AND OUTSIDE SERVICES**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL PROF &amp; OUTSIDE COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**4 TRAVEL**

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$321.17 per month x 12 months	\$ 6,000	\$ 5,832
Per Diem	\$25 per day for 20 days for 5 FTE's	\$ 2,500	\$ 2,500
<b>TOTAL TRAVEL COSTS:</b>		<b>\$ 8,500</b>	<b>\$ 8,332</b>

**5 SPACE**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL SPACE COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**6 EQUIPMENT**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL EQUIPMENT COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**7 MATERIALS & SUPPLIES**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL MAT &amp; SUPP COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**8 OPERATING SERVICES**

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 3,600
<b>TOTAL OPERATING SERVICE COSTS:</b>		<b>\$ 13,000</b>	<b>\$ 4,600</b>

**9 INDIRECT COSTS**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL INDIRECT COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

<b>10</b>	<b>SUBTOTAL ADMINISTRATIVE COSTS:</b>	<b>\$ 319,503</b>	<b>\$ 140,000</b>
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**11 VOUCHERS**

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$500 x 20 households	\$ 10,000	\$ 10,000
<b>TOTAL VOUCHER COSTS:</b>		<b>\$ 10,000</b>	<b>\$ 10,000</b>

<b>12</b>	<b>TOTAL COSTS:</b>	<b>\$ 329,503</b>	<b>\$ 150,000</b>
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**REVENUE SOURCES:**

CPIP CSV	\$ 150,000	\$ 150,000
CPIP Case Mgt.	\$ 445,831	
<b>TOTAL REVENUE:</b>	<b>\$ 595,831</b>	<b>\$ 150,000</b>
<b>TOTAL REVENUE:</b>	<b>\$ 595,831</b>	<b>\$ 150,000</b>

**ITEMIZED SERVICE BUDGET**  
**FOR CONTRACT SERVICE: Community Services AARA (Stimulus)**  
**PROVIDER NAME: Gila County Community Action Program**  
**CONTRACT PERIOD: 7-01-10 TO 6-30-11**  
**Attachment C**

**1 PERSONNEL**

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
N/A					\$ -	\$ -
<b>TOTAL PERSONNEL COST:</b>					<b>\$ -</b>	<b>\$ -</b>

**2 EMPLOYEE RELATED EXPENSES**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL ERE COST:</b>		<b>\$ -</b>	<b>\$ -</b>

**3 PROFESSIONAL AND OUTSIDE SERVICES**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL PROF &amp; OUTSIDE COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**4 TRAVEL**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL TRAVEL COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**5 SPACE**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL SPACE COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**6 EQUIPMENT**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL EQUIPMENT COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**7 MATERIALS & SUPPLIES**

Item	Basis	Service Cost	CPIP Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	\$50 x 500 individuals for both activities	\$ -	\$ -
<b>TOTAL MAT &amp; SUPP COSTS:</b>		<b>\$ -</b>	<b>\$ -</b>

**8 OPERATING SERVICES**

	Basis	Service Cost	CPIP Cost
<b>TOTAL OPERATING SERVICE COSTS:</b>		\$ -	\$ -
		\$ -	\$ -

**9 INDIRECT COSTS**

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
<b>TOTAL INDIRECT COSTS:</b>		\$ -	\$ -
		\$ -	\$ -

<b>10</b>	<b>SUBTOTAL ADMINISTRATIVE COSTS:</b>	\$ -	\$ -
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**11 VOUCHERS**

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$1,000 x 125 households	\$ -	\$ -
<b>TOTAL VOUCHER COSTS:</b>		\$ -	\$ -
		\$ -	\$ -

<b>12</b>	<b>TOTAL COSTS:</b>	\$ -	\$ -
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**REVENUE SOURCES:**

CPIP CSV	\$ -	\$ -
<b>TOTAL REVENUE:</b>	\$ -	\$ -
<b>TOTAL REVENUE:</b>	\$ -	\$ -

CSV-C ISB 10-11  
Submitted 04/23/10