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 ("Contractor").

WHEREAS the ADES 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 ARS 11-201 and A.R.S. 11-251 and,

WHEREAS the ADES 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 ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective July 1, 2015, and shall terminate on June 30, 2020, unless extended in accordance with the Terms and Conditions.

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:**
Procurement Officer Signature	Signature
PAM GIROUX	Michael A. Pastor
Printed Name	Printed Name
PROCUREMENT MANAGER	Chairman
Title	Title
6/30/2015	6-23-2015
Date	Date
ADES15-089113	ADES15-089113
ADES Contract Number	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: _____
Assistant Attorney General

Date: 6/30/15

By: _____
Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

Date: 6-23-2015

Revised: 8/20/13

Scope of Work
Community Action Program Services

1.0 ADES Mission and Vision Statement

1.1 **ADES Mission** – The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self-sufficiency of children, adults, and families.

1.2 **ADES Vision** – Every child, adult, and family in the state of Arizona will be safe and economically secure.

2.0 Purpose

2.1 **Purpose Statement** – This Contract provides broad-ranging programs and services in rural and urban areas that are intended to pursue the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families and individuals to become fully self-sufficient.

2.2 **Legal Authority** – Pursuant to Arizona Revised Statutes (A.R.S.) Section §41-1954 (A)(6) provides the Department the authority to Contract and incur obligations within the general scope of its activities and operations subject to the availability of funds, and A.R.S. Section §41-1954 (A) (8), 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.

2.3 **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), 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.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	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.	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. Funds are distributed to designated Community Action Agencies (CAAs) 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. (4) Funds are adjusted for tribes receiving CSBG dollars. 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 of the overall available CSBG funds.
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	Funds are distributed to designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served. (2) Five percent of the overall funds is distributed only to rural counties. 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 of the overall available TANF funds.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process. Funding for General Transportation in Coconino, Yavapai, and Navajo Counties.
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and designated LIHEAP Contractors 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 designated NHN 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 is distributed only to rural counties.

2.4 **Definitions** – See Exhibit A, as may be amended.

3.0 Program Description

3.1 **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 based 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.

3.2 **Case Management** (provided in every county in Arizona) – This 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.

3.3 **General Transportation** (provided in Coconino, Navajo and Yavapai Counties only) – This 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.

4.0 Notices

4.1 The Contractor shall email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security
DAAS Contracts Unit
P. O. Box 6123-Site Code 950A
Phoenix, AZ 85005-6123

4.2 The Department will address all correspondence regarding this Contract to the individual(s) identified in the letter of assurances (Attachment 9).

5.0 Reserve

6.0 Administrative Requirements – The Contractor shall:

6.1 Provide services that are culturally relevant and linguistically appropriate to the population served.

6.2 Comply with ADES 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:

6.2.1 COATES Human Services Reauthorization Act of 1998

6.2.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996

6.2.3 Stewart B. McKinney Homeless Assistance Act

6.2.4 ARS §46-241 - Short Term Crisis Services

6.2.5 ARS §46-701 - Utility Assistance

6.2.6 ARS §46-741 - Neighbors Helping Neighbors

6.2.7 ARS §46-140.01 - Verification of identity and citizenship and/or immigration status; and ARS §§1-501-1-502, regarding eligibility for federal and state or local public benefits.

6.3. **Staffing and Security**

6.3.1 Verify and assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of the programs.

6.3.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.

6.3.3 Maintain client/recipient confidential information in a secure location.

6.4 **Equipment**

6.4.1 Communicate with ADES electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from ADES, U.S. Department of Health and Human Services (DHHS) Office of Community Services (OCS), and other web sites.

6.4.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for ADES reports, and to ensure that there is no disruption or degradation of services provided.

6.4.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

6.5 **Service Provision**

6.5.1 Provide services directly, as allowed, or through subcontractors.

6.5.2 Collect and report required client data.

6.5.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.

6.5.4 Maintain documentation that appropriate case management staff has received training on the requirements of ARS §46-140.01 and ARS §1-501 and 1-502 regarding eligibility for State and local benefits (this does not apply to tribal entities).

6.5.5 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.

6.5.6 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 (Attachment 1).

6.6 **Networking**

6.6.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.

6.6.2 Form local partnerships with community agencies to address the needs of low-income families and individuals.

6.6.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.

6.6.4 Facilitate and participate in education, training, and information seminars, workshops, and conferences.

6.6.5 Participate in conference calls and attend meetings initiated by ADES to receive training or obtain information.

6.7 **Subcontract Related Service Provisions**

6.7.1 Document all costs associated with provision of Contract services.

6.7.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.

6.7.3 Require that subcontractors are in compliance with applicable administrative directives and forms.

6.7.4 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.

6.7.5 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor, subcontractor or ADES.

6.7.6 Implement a coordinated service delivery system that establishes standards for service delivery and operations.

6.7.7 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements and address other identified topic areas.

6.7.8 Utilize client grievance procedures, which respond timely and effectively to customer complaints.

6.7.9 Develop linkages between the coordinated service delivery system and other community resources.

6.7.10 Identify service gaps among client populations and develop and implement services or resources to meet identified needs.

6.7.11 Address client barriers to service.

6.7.12 Train appropriate personnel in the use and completion of the ADES EN-005 Application for Services form(s) or other ADES approved written or electronic form(s) as may be amended (Exhibit B).

6.8 **Monitoring and Evaluation**

6.8.1 Utilize instruments for monitoring/evaluating subcontractors' performance and compliance with Administrative Requirements stated in Section 6.0, as well as other requirements specified in service scopes of work.

6.8.2 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.

6.8.3 Establish and implement a process for service/performance improvement.

6.8.4 Participate in ADES evaluation studies, when required.

6.9 **CSBG Organizational Standards**

6.9.1 Participate in the implementation of the CSBG Organizational Standards and any training made available to assist with the implementation and compliance with the Standards as recommended by OCS and agreed to by CAAs and ADES, as may be amended (CAAs only).

7.0 General Reporting Requirements – The Contractor shall:

7.1 Email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security
DAAS Contracts Unit
P. O. Box 6123-Site Code 950A
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 for approval by, the Community Services Program Administrator.

7.1.2 Updated Cost Allocation Plan by October 1, 2015, if not provided prior to Contract start date.

7.1.3 A correctly completed "Contractor's Equipment List" (Form FES-1000A), as may be amended, for all proposed equipment purchases costing $5,000 or more to be purchased in whole or in part with ADES funds (Exhibit C).

7.1.4 Contractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.

7.1.5 Subcontractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.

7.1.6 By June 30 annually, a twelve month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the twelve month period beginning July 1 (of the same year),

and for each: administrative, fiscal, and/or programmatic 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, at a minimum:

8.1 Funding allocation information, as needed.

8.2 A Contractor's Invoice and Statement of Expenditures form.

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:

1. The strengthening of community capabilities for planning and coordinating the use of a broad range of federal, state, local and other assistance "including private resources" related to the elimination of poverty, so that this assistance can be used in a manner responsive to local needs and conditions;
2. The organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty in the community and may help families and individuals to achieve self-sufficient;
3. The greater use of innovative and effective community-based approaches to attacking the causes and effects of poverty and of community breakdown;
4. The maximum participation of residence of the low-income communities and members of the groups served by programs assisted through the block grants to empower such residence and members to respond to the unique problems and needs within their communities; and
5. The broadening of the resource base of programs directed to the elimination of poverty so as to secure a more active role in the provision of services for (a) private, religious, charitable and neighborhood-based organizations: and (b) individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities for the poor.

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. Seat a Tripartite Governing Board that is comprised as follows:
   (i) One-third are elected public officials, holding public office on the date of selection.
   (ii) Not fewer than one-third of 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.
   (iii) 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 to the 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:

(i) active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan;
(ii) 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; and
(iii) active participation in the identification and evaluation of Result Oriented Management and Accountability (ROMA) Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

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 four quarterly Tripartite Governing Board meetings per state fiscal year.
    a. For public and quasi-governmental entities, meetings must conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Provide upon request and maintain documentation demonstrating Tripartite Governing Board members' 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. Maintain and provide, upon request, documentation of the democratic selection process utilized for low-income representatives.
10. Document and communicate to ADES efforts to fill any vacancies.
11. Address any vacancies within 90 days of each occurrence; provide upon request and maintain documentation of efforts to fill within 120 days of occurrence.

9.3.2 **Public CAAs Advisory Board:**

1. Select members to serve on a Board in which one-third 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. Select representatives to fill balance of seats as set forth in governing documents.
2. Maintain and provide, upon request, documentation of democratic selection process for low-income representatives.
3. Document and communicate to ADES efforts to fill any vacancies.
4. Address any vacancies within 90 days of each occurrence and provide and maintain documentation of efforts to fill within 120 days.

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

9.4.1 Develop, and implement when approved by ADES, 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 (6) 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 fills 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; and

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 (6) CSBG national goals.

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

9.5.1 Participate in the ROMA System as may be amended, 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 ADES Community Services Program Administrator 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 30th of each calendar year. Contractor must utilize format specified by ADES (Exhibit D).
2. Quarterly ROMA Outcomes Report (Exhibit E) by October 25, January 25, April 25 of each calendar year. The Contractor shall not submit a Fourth Quarter Report, but shall include fourth quarter data with the Annual CSBG IS Report. Contractor must utilize format specified by ADES (Exhibit F).
3. CSBG Information System (IS) Report by October 1st of each calendar year (Exhibit F).
4. Schedule of planned Board meetings for the next twelve months, by June 30 of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of Board approval of minutes.
7. Current Organizational Chart by June 30 of each year.
8. Current Agency Operations Spreadsheet by June 30 of each year.

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.

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 households closer to self-sufficiency.

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

1. Case Management.
2. Short Term Crisis Services (STCS) that provide temporary assistance to persons at or below 125 percent of poverty, or 150 percent 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. For LIHEAP eligibility, the household income limit is sixty (60) percent of the State Median Income (SMI) or 150 percent of the Federal Poverty Guideline (FPG), whichever is greater, as may be amended. For NHN eligibility, the household income limit is 125 percent of the FPG except for individuals sixty years of age or older or disabled, where the household income limit is 150 percent of the FPG, as may be amended. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
   (i) Utility payments or deposits for heating and cooling
   (ii) Temporary emergency shelter (if needed due to energy related crisis)
   (iii) Payment of water bills related to cooling (May 1 through October 1)
   (iv) Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with LIHEAP. Benefits include the following:

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

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; and
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 Completion of the Self-Sufficiency Matrix, as may be amended located at: https://www.azdes.gov/uploadedFiles/Aging_and_Adult_Services/Community_Services_Unit/SSM_English-Spanish.pdf], for all case managed households in which a member of the household is eighteen (18) to fifty-nine (59) years of age, not disabled and not a full-time student, and is:

   a. unemployed and seeking earned income; or
   b. employed and seeking to reduce barriers to maintain earned income; or
   c. employed and seeking increased earned income and/or employment benefits;
   as may be amended.

10.3.7 Utilize report formats specified by ADES. Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revisions to Case Management and

Contract Payment Verification Reports shall be submitted with Supplemental Invoices. A summary of the revisions may be submitted with the 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 ADES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended.

10.4.2 Use the ADES EN-005 Application or other ADES approved electronic or written Application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.

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 most current ADES LIHEAP Policy and Procedure Manual as may be amended. Keep and maintain the Manual with all related policy clarifications, additions or amendments. Contractor shall keep the most current version available to staff at all times.

10.5.2 Use the ADES EN-005 Application or other ADES approved electronic or written application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.

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 Utilize and maintain a functional electronic system in which programmatic data shall be stored and reports submitted to ADES. An agreed upon data bridge from an existing data system may be utilized if a collective database system is used by Community Action Program Services Contractors. All other reports such as, payment verification forms and narratives information shall be provided on the forms required by this Contract, or as directed by ADES.

10.7.2 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the ADES Community Services Program Administrator through written notification to the Contractor:

1. Monthly Case Management Report by the 25th of each month (All CAAs and designated LIHEAP agencies) (Exhibit H1, H2).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (Exhibit I).
3. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (Exhibit K) by August 31st of each calendar year.
4. Quarterly ROMA Outcomes Report (All CAAs) (Exhibit E).
5. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (Exhibit L).
6. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (Exhibit M).
7. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
8. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (Exhibit N).
9. LIHEAP Leveraging Report (Exhibit Q), annually by October 15.
10. LIHEAP Annual Household Report (Exhibit J), Estimated Report by August 15 and Final Report by October 15, for services provides within this Contract as applicable.

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

10.8.1 The following report formats as may be amended by the ADES Community Action Program Administrator through written notification to the Contractor: Case Management Monthly Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.

10.8.2 Training on completing the Case Management Monthly Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, and Low Income Home Energy Assistance Program.
10.8.3 Short Term Crisis Services Policy Manual, as may be amended.
10.8.4 Low Income Home Energy Assistance Program Policy and Procedure Manual. (https://www.azdes.gov/uploadedFiles/Aging_and_Adult_Services/Community_Services_Unit/LIHEAP_Policy_Manual_SFY14.pdf).

11.0 General Transportation (Coconino, Yavapai and Navajo Counties only)

11.1 Service Description

11.1.1 This service provides or assists in obtaining various types of transportation for specific needs.
11.1.2 This service may include various types of transportation for employment, medical, training, or other supportive services, with the exception of ambulance services. Service to assist eligible individuals and households with mobility needs for various purposes such as employment, medical and/or training reasons when they do not have any other means of transportation is also included. Services may be provided using Contractor-operated vehicles and/or through vouchers for public transit.

11.2 Service Information

11.2.1 The goal of this service is to provide or arrange for transportation for eligible individuals of all ages and abilities in order to access services or obtain medical care or employment, (e.g., medical appointments or employment-related training interviews). Case managers typically assist clients to access transportation to help increase or maintain client self-sufficiency.
11.2.2 Services in Coconino County are to assist elderly and/or persons with physical disabilities to remain as independent as possible.
11.2.3 Services in Yavapai County are to assist persons in accessing, employment, social services, medical and basic needs.
11.2.4 Services in Navajo County are to assist persons in accessing, employment, social services, medical and basic needs.

11.3 Service Requirements – The Contractor shall:

11.3.1 Contractors that transport clients:
1. Maintain valid license plates on vehicles used to transport clients.
2. Utilize vehicles that meet current federal, state and local safety and maintenance, standards, including vehicles for individuals with special needs, where applicable.
3. Maintain logs on all vehicles used for the transportation of clients.
4. Utilize paid and/or volunteer drivers that:
   (i) have no history of felony convictions;
   (ii) possess a valid State of Arizona Class D Operators Driver's License for vehicles up to fifteen (15) passengers;
   (iii) possess a valid State of Arizona Class B Commercial Driver's License with a passenger endorsement for vehicles over fifteen passengers, such as a bus;
   (iv) have a clean driving record with no suspensions within the past year;
   (v) are at least eighteen years of age; and
   (vi) pass a physical prior to providing transportation service to clients and pass a physical at least every two years.
5. Require volunteers who provide transportation to carry a Contractor/Company Identification Card.
6. Assist clients in entering and exiting the vehicle as needed.
7. Transport clients to scheduled appointments on time and safely.
8. Utilize vehicles that have seat belts for every occupant.
9. Require drivers to verify all occupants utilize seatbelts during transport.
10. Track the beginning and ending odometer readings of Contractors' vehicles on days when used to transport clients, and identify the clients/households served on each date.

11.3.2 Contractors that arrange transportation for clients shall:
1. Make arrangements for client transportation through public or private providers.
2. Make transportation arrangements for clients to arrive at scheduled appointments on time and safely.

11.4 Program Reporting Requirements – The Contractor shall:

11.4.1 Submit the following report as may be amended, for the timeframes indicated as may be amended, by the ADES Community Services Program Administrator through written notification to the Contractor:

1. Monthly Transportation Report to include at a minimum: the number of clients served, the number of one-way trips (e.g., from client's home to client's work), total number of miles driven to transport clients, and results of any client satisfaction research.

TERMS AND CONDITIONS

1.0 Contract Term and Option to Extend

1.1 The term of the resultant Contract shall be effective the date specified on the Contract Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

1.2 The State has no obligation to extend or renew this Contract. However, this Contract may be extended or renewed for multiple periods, or may be established as a multi-year Contract in its entirety or in part at the sole option of the State.

1.3 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. (No billable activity outside of the effective dates).

2.0 Definitions

2.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

2.2 "Award Date" means the date the Contract is executed by the Department. This may or may not be the same date at the "Effective Date" which is the date specified on the Offer and Award or Signature page.

2.3 *"Contract"* means the combination of the Request for Applications, Instructions to Applicants, Terms and Conditions, Scope of Work, Attachments, and Contract Amendments.

2.4 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

2.5 *"Contractor"* means any person who has a Contract with the State.

2.6 *"Days"* means calendar days unless otherwise specified.

2.7 *"Department"* means the Arizona Department of Economic Security or ADES, unless otherwise indicated.

2.8 "Effective Date" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.

2.9 *"Equipment"* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

2.10 *"Exhibit"* means any item labeled as an Exhibit.

2.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

2.12 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

2.13 *"May"* indicates something that is not mandatory but permissible.

2.14 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

2.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

2.16 "Shall, Must" indicates a mandatory requirement.

2.17 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

2.18 *"Subcontract"* means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.19 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

2.20 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2.21 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

3.0 Advertising, Publishing and Promotion of Contract

3.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a Contract with the Arizona Department of

Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.2 The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.0 Amendments or Modifications

4.1 This Contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Contract, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

4.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.0 Applicable Law

5.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.

5.2 The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

5.3 Nothing in this Contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

5.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

5.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this Contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

5.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

5.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

5.8 Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

5.9 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.

5.10 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.

6.0 Arbitration

6.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

7.0 Assignment and Delegation

7.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

8.0 Audit

8.1 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

8.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

8.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)

8.2.2 Summary schedule of prior audit findings

8.2.3 Auditor's Reports (detailed in the A-133)

8.2.4 Corrective Action Plan.

8.3 The Department's Contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.

8.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department Contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

8.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the Contract, and post-award audits.

8.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

9.0 Availability of Funds

9.1 The Department may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

9.2 **Availability of Funds for the Current State Fiscal Year**

9.2.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions without further recourse obligation or penalty:

9.2.2 Reduce payments or units authorized;

9.2.3 Accept a decrease in price offered by the Contractor;

9.2.4 Cancel the Contract; or

9.2.5 Cancel the Contract and re-solicit the requirements.

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

9.3.1 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

10.0 Background Checks for Employment through the Central Registry If providing direct services to children or vulnerable adults, the following shall apply:

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

10.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a Contractor;
3. A subcontractor of a Contractor and the subcontractor's employees; and
4. Prospective employees of the Contractor or subcontractor at the request of the prospective employer.

10.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

10.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a Contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

10.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at: https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

10.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

10.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at: https://www.azdes.gov/opac.

11.0 Cancellation for Conflict of Interest

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

12.0 Certification of Cost or Pricing Data

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

13.0 Certification Regarding Lobbying

13.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

14.0 Code of Conduct

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

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

14.1.2 Acting on behalf of the State without appropriate authorization;

14.1.3 Provided favorable or unfavorable treatment to anyone;

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

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

14.1.6 Loss of impartiality when advising the State.

15.0 Competitive Bidding

15.1 The Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

16.0 Confidentiality

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

16.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

17.0 Cooperation

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

18.0 Cooperation with the Department's Investigation

18.1 All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the contract with ADES.

19.0 Data Sharing Agreement

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

20.0 Equipment

20.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder.

Equipment specifically designated within this Contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

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

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

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

20.5 Under a fixed price contract, Sections 20.1 through 20.4 do not apply unless specifically required by federal or state law.

21.0 Evaluation

21.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

21.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

22.0 E-Verify Requirements

22.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

22.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the Contract.

22.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

22.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 22.2.

23.0 Fair Hearings and Service Recipients' Grievances

23.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

23.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

24.0 Federal Immigration and Nationality Act

24.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ADES upon request.

These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State determine that the Contractor or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

25.0 Fees and Program Income

25.1 Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

26.0 Fingerprinting

26.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

26.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

26.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

26.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

26.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

26.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

27.0 Force Majeure

27.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

27.2 Force Majeure shall not include the following occurrences:

27.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

27.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

27.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

27.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this

article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

27.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

28.0 Inclusive Contractor

28.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

29.0 Indemnification

29.1 Indemnification for Contractor:

29.1.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.

29.1.2 Public Agency Language Only Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

29.1.3 Indemnification - Patent and Copyright The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

29.2 **Indemnification Clause:**

29.2.1 The parties to this Contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this Contract is responsible for its own negligence.
This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

29.3 Indemnification for Subcontractor:

29.3.1 In addition, the Contractor shall cause its Contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

30.0 Insurance Requirements

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

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

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

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

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

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is

used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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

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

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

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

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

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

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

If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt

from the A.M. Best's rating requirements listed in this Contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

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

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

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

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 30.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 30.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 30.0 above.

31.0 IT 508 Compliance

31.1. Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and § 3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

32.0 Levels of Service

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

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

32.3 Any administration within the Department may obtain services under this Contract.

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

32.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

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

33.0 Monitoring

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

34.0 Non-Discrimination

34.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

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

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

34.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

34.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because

of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

35.0 No Parole Evidence

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

36.0 No Waiver

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

37.0 Notices

37.1 All notices to the Contractor regarding this Contract shall be sent to the address indicated in Attachment 9.

37.2 All notices to the ADES regarding this contract shall be sent to the address indicated in section 4.0 Notices in the Scope of Work.

37.3 All notices shall reference the Contract number.

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

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract.

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

38.0 Offshore Performance Of Work Prohibited

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

39.0 Order of Precedence

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

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits; and
5. Documents referenced or included in the Request for Application.

40.0 Ownership of Intellectual Property

40.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative

actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

40.2 Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.

41.0 Pandemic Contractual Performance

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

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

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

1. After the official declaration of a pandemic, the State may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

42.0 Payments

42.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 37.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

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

42.3 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment up to the amount in dispute or default.

42.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the units authorized or contract/service reimbursement ceilings indicated in the Service Budget(s), as may be amended.

42.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the Contract without timely extension or renewal of the Contract.

42.6 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

42.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

42.8 The Contractor shall be responsible for paying all applicable taxes.

42.9 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

42.10 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege

taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

42.11 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

43.0 Payment Recoupment

43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

43.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;

43.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;

43.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;

43.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

43.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this Contract;

43.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

43.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;

43.1.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

43.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.

43.1.10 Any payments made for services rendered after the Contract termination date.

44.0 Personnel

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

45.0 Predecessor and Successor Contracts

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

46.0 Professional Standards

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

47.0 Reserve

48.0 Records

48.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

48.2 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:

48.2.1 Adequately identify the service provided and each service recipient's application for Contract and subcontract activities;

48.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

48.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;

48.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;

48.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;

48.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and,

48.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.

48.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

48.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except as may be provided in section 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.

48.4.1 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

48.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

49.0 Relationship of Parties

49.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

49.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

49.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

50.0 Reporting Requirements

50.1 See section 7.0 Reporting Requirements in the Scope of Work.

50.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the Contract, unless otherwise provided in this Contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the Contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

50.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

51.0 Responsibility for Payments Indemnification

51.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

52.0 Right of Offset

52.1 The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages.

53.0 Severability

53.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

54.0 State's Contractual Remedies

54.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to

provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Terms and Conditions or other rights and remedies available by law or provided by the Contract.

54.1.1 For designated agencies, termination shall comply with Community Services Block Grant legislation.

54.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

54.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Contract shall be amended in writing accordingly.

54.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

54.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

55.0 Subcontracts

55.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of ADES. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

55.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:

55.2.1 Be on the Contractors company letterhead;

55.2.2 Be signed by an authorized representative of the Contractor; and

55.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

55.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.

55.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

56.0 Substantial Interest Disclosure

56.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

56.2 Leases or rental agreements or purchase of real property which would be covered by Section 55.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

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

57.0 Supporting Documents and Information

57.1 In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Department with any further documents and information deemed necessary by

the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

58.0 **Suspension or Debarment**

58.1 The 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.

58.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form Attachment 3.

59.0 **Technical Assistance**

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

60.0 **Termination**

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

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

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

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

60.5 Termination for Convenience: The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

60.6 Termination for Default

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

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

60.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems

appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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

60.6.5 For designated agencies, termination shall comply with Community Services Block Grant legislation.

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

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

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

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

61.0 Third- Party Antitrust Violations

61.1 The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

62.0. Transfer of Knowledge

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

63.0 Transition of Activities

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

64.0 Unallowable Costs

64.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

64.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

64.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

64.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

64.2.3 OMB Circular A-21 for educational institutions.
64.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

65.0 Visitation, Inspection and Copying

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

65.2 Facilities Inspection and Materials Testing: The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

66.0 Warranties

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

66.2 Liens: The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

66.3 Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials are used;
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

66.4 Fitness: The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

66.5 Inspection/Testing: The warranties set forth in subparagraphs 66.2 through 66.4 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

66.6 Compliance With Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

66.7 Survival of Rights and Obligations after Contract Expiration or Termination:

66.7.1 Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

66.7.2 Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

66.8 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

67.0 Limited English Proficiency

67.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency; DES 1-01-34 (Exhibit 1).

68.0 Contract Documents

68.1 The following constitute an integral part of the Contract:

68.1.1 Terms and Conditions

68.1.2 Scope of Work

68.1.3 Administrative Methodology

68.1.4 Service Methodologies

68.1.5 Attachments

68.1.6 Exhibits

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

CHAPTER	POLICY NUMBER	
01 Department of Economic Security	DES 1-01-34	
SUBJECT	ARTICLE	
34 Limited English Proficiency (LEP)	01 Director	
	EFFECTIVE DATE	REVISION
	August 8, 2014	2

DES 1-01-34
Limited English Proficiency (LEP)

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with Limited English Proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

II. AUTHORITY

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

III. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01 *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page: http://intranet.azdes.gov/main.aspx?menu=84&id=14558.

IV. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

(1) "A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:

(i) Deny an individual any service, financial aid, or other benefit provided under the program;

(ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, Assistant Director, or their designee, with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

A. Overview

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with LEP are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department and all Department services, regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

B. General Statement

All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

C. Compliance and Enforcement

It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedures.

D. Work Unit Procedures

Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;
2. Identification and assessment of language needs;
3. Oral language assistance services;
4. Written translations;
5. Oral and written notification of the availability of language services;
6. Issue resolution rights;
7. Staff training on language service provision; and
8. Monitoring access to language assistance.

E. Needs And Capacity Assessment

The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If a work unit determines that it does, then:

1. ***Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.*** These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.

3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.

4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***

   a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.

   b. Each work unit procedure shall include the use of an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

F. Oral Language Assistance

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.

b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department shall have a bilingual stipend program in place that compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.

c. Orally translating vital documents into languages other than English for LEP customers.

2. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.

3. ***Use of Bilingual Staff: The Department will make reasonable efforts to recruit and have bilingual staff*** employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:

a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.

b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.

4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

G. Translation of Written Materials

1. ***Each work unit shall identify its vital documents.*** Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

a. Applications;

b. Recertification or renewal applications;

c. Documents that require a response;

d. Letters or other written documents that contain information regarding participation in a program;

e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;

f. Consent and complaint forms;

g. Appeal rights and grievance procedures;

h. Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.

i. Notices advising LEP persons of free language assistance; and

j. Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

2. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:

   a. The Department Office of Graphics and Design; or

   b. A state-approved translation contract.

   Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

3. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

4. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

H. Institutional Considerations for Translation

1. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.

2. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.

3. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.

4. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

I. Training

Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. ***General training.*** For all staff on the importance of providing services for individuals with LEP.

2. ***Work unit-specific training.*** To ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. *Technical assistance training.* For LEP contact staff.

4. *Management level training.* For supervisors and administrative staff assisting staff with direct customer contact.

J. Providing Notice to LEP Customers of the Availability of Language Assistance Services and Outreach

Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.

2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's outreach efforts in relation to the programs it administers and the services it provides.

3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.

4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify the public of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

K. Monitor Access to Language Assistance

1. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

a. Current LEP populations in service areas or population or specific populations encountered;

b. Frequency of encounters with LEP customers;

c. Nature and importance of activities to LEP customers;

d. Availability of resources, including technological advances, additional resources, and the costs imposed;

e. Whether existing assistance is meeting the needs of the LEP customers;

f. Whether staff know and understand the LEP procedures; and

g. Whether identified sources for assistance are still available and viable.

2. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:

a. Has up-to-date information on language needs in the communities it serves;

b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;

c. Translates vital written documents into the languages needed by the communities being served;

d. Has adequate supplies of translated materials;

e. Trains those staff required to be trained in LEP activities; and

f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

L. Provision of Technical Assistance

Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner. The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

M. Issue Resolution

1. *Work unit level process:* Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.

   a. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.

   b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.

   c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.

   d. The Level I process shall include the following:

      The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

2. *Department Level Process:* The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.

   a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader review and decision. The Executive Leader may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer.

The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

N. Reporting

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VI.K. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).

Attachment 2

ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION			
Gila County Community Services - Community Action			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix: Ms.			
* First Name: Malissa	Middle Name: A.	* Last Name: Buzan	Suffix:
* Title: Gila County Community Services Director			
* SIGNATURE:		* DATE: April 21, 2015	

ATTACHMENT 3

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County Community Services -Community Action
Name of Agency /Organization

Malissa Buzan, Gila County Community Services Director
Name and Title of Authorized Representative

Signature

April 21, 2015
Date

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action is one department within the Gila County Division of 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 Program is under the Office of Community Services. Key staff of Community Services are: Community Services Director, A Cap Program Coordinator serving all of Gila County. A Case Manager serving Southern Gila County in the Globe area. Within the Office of Community Services there are Four departments: Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, Public Housing Authority, section eight housing choice voucher program, Community Action Program providing utility assistance, telephone assistance, eviction prevention, homeless services, case management, Vita site(income tax preparation) and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Local Workforce assistance Dislocated Worker services which provides services to dislocated workers, adults and out of school Youth. We are also designated as a WIA one-stop center, with Des Job Service, veterns representative, vocational rehabilatation and Unemployment 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 CAP 60 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 per legal statues. 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. Most Agency reports can be generated on an as needed basis using the CAP 60 database. Software utilized by Gila Community Services Division are: Office 2010, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community 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 Community Services including the Community Action 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 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 Community Services 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. Community Services 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 51,835. 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. We also partner with a local non-profit "Gila House" that provides transitional housing for those families that have found themselves homeless. 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 60. 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 Community Service offices providing service in Payson, and Globe.

2.2.7 N/A Gila County Community Action does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Public, and Low Income members which totals nine. These members are appointed by the Gila County Board of Supervisors after advertising in local newspapers, the advertisements indicate the requirements for membership and the petitions to be completed by residents of the area. After review and verification of information the documents are submitted to our County Board of Supervisors and at their next regular meeting the Board votes to appoint to the CAP advisory board. This is the procedure followed when vacancies occur. The Board By-Laws are updated and reviewed by the CAP Advisory Board and are done on a yearly basis, approved and adopted by the Gila County Board of Supervisors. Minutes are recorded and distributed prior to every Board meeting and then are approved at each Board meeting. CAP facilitates four quarterly meetings per year and we conform to the open meeting law. The Advisory Board approves the Community Action Plan on a yearly basis.

3.1.2 Low-income members are selected in accordance with democratic selection procedures (low-income representatives will be sought out by advertising in local newspapers and posted notices at low-income areas and agencies) with all instructions and information to being on the Community Action/Housing Services Board) in said community. Ballot boxes are located within all local Community Action Agency offices that will be used for delivering ballots to assure the candidates are representative of the low-income residents of the designated geographic area for which elections were held. Then, the advisory board will vote on the qualified low-income representative for that area.

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's first meeting of the year is dedicated to training, on board responsibilities, ROMA training, also how CAP is doing on the regular ROMA performance outcomes to measure effectiveness of the services provided and in achieving the six national goals. Every meeting will include developing with staff's participation the Community Action Plan, the needs assessment process and the Boards assistance in this process. . The Board reviews and approves budgets and expenditures on a quarterly basis, also a program report will be done in thereby providing the Board with opportunities for input on service provision and other related issues.

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

PRIVATE SECTOR	PUBLIC SECTOR	LOW INCOME
Barbara Leetham	Margaret Celix	John Zilisch
Vicky Quesada	Audrey Opitz	Annie Hinojos
Ramona Ortiz	Lynn Canning	Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the Community Action Program Coordinator 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 19, 2015. Board meetings scheduled: Nov. 17, 2015, Feb. 16, 2016, and May 17, 2016, 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 Community Services staff. Often, with a phone call the utility company will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and staff to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, 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 January2015. 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 Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing. This information is then presented to our Advisory board who helps with direction and guidance and also helps with Caps ROMA goals and objectives. Where Community Action does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local nonprofits and some school programs. Some needs that we are 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 Community Action case manager will provide clients with a description of services available from Community Action 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. Community Action has three VITA Tax sites, Payson, Globe, and Hayden which will help clients with 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.

3.1.8 Community Action 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 Community Action 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. Community Action 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, Pinal-Gila Area Agency on Aging, Town of Winkleman, 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. We are also Snap participants through ACAA Arizona Community Action Association, this program allows us to assist clients in filling out the online application to receive food stamps.

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/Peyser 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 Community Services is a division of Gila County. Community Action 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 Community Action staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The Community Action Cap 60 data base tracks all ROMA performance requirements to achieve the six CSBG national goals. Community Action proposes the following measures under each performance goal.
See enclosed

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 Community Action 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.

Community Action 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 Community Action 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 Community Action 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. Community Action staff who take care of the front desk (the receptionist) 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 Community Action 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 CAP 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 CAP 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. CAP has a screening document that quantifies risk factors. CAP does keep open appointment on a daily basis for clients in crisis, and 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. CAP staff proposes to provide case management to all low income families and individuals meeting the CAP 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 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 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 Community Action.

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 Cap 60 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 Community Action 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 Community Action 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 Community Action 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 (ROMA TARGETS included ROMA NPI) 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 Cap 60. 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. Community Action 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 CAP. 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.

Community Action utilizes the Cap 60 software data base software for processing all clients and client data is stored in the database for a period of 5 or more years. Depending on the complexity of the plan, follow up interviews will be conducted on 30, or 60, or 90 days time tables. The Arizona Self Sufficiency Matrix will be utilized at all interviews as well as case notes, and upon closure of a file, Community Action will print this matrix and notes in hardcopy. This will indicate the client's progress or in some cases the lack of progress from one interview to the next. Community Action case managers will have identified goals and objectives in the Annual Community Action Plan and at year end will assemble annual data to confirm results achieved.
This information is taken to the Cap Advisory Board for evaluation and comment

The community and agency goals number one through number six in conjunction with the ROMA performance measures and the appropriate corresponding indicators will be achieved with the use of local community agencies and networks that Community Action sponsors. These will include an Interagency Directory in the Payson area. A minimum of six Inter-agency meetings will be hosted by Community Action. These meetings will be facilitated in Northern Gila County and Co-hosted in Southern Gila County. Community Action will seek funding sources from local, state and national resources to maintain and expand services to low income clients and other members of our community. Our agency has an Advisory Board organized under the CSBG guidelines which meets quarterly and reviews the financial and quarterly service reports provided by Community Action Management. Community Action staff will attend networking meetings, training and educational seminars to continue to provide resources to the local levels. Community Action staff serve on many local community and charitable organization boards. Community Action staff serve different positions on these boards, from committee members to president.

3.2.4

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the Cap 60 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 Cap 60. data base can also be printed out hard copy and maintained in the client file.
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 Community Action case manager and Administrative staff quarterly. The results are prioritized by the Community action case 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 and the CAP Advisory Board in the effort to continue to improve and enhance service delivery to our clients. Community Action 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 Community Action 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 Community Action grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the Community Action Coordinator 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 Coordinator, 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 Community Action Coordinator and Administrative staff quarterly. The results are prioritized by the Community Action case Manager, and discussed with staff and the CAP Advisory Board to determine what if anything needs to be done to make CAP more effective in serving our community and how the suggestions are incorporated into next years goals.

Attachment 1
Facility Location Chart

Organization (Contractor/Subcontractor) Physical Address, Mailing Address, Phone and Fax numbers Where the service(s) shall be provided and agency staff may be reached	Sub	Service	Days and Hours of Operation	Geographic Area to be Served
Community Action Program 5515 S. Apache Ave., Suite 200 Globe, AZ 85501 Ph: 928-425-7631, Fax: 928-425-9468		Utility Assistance, Rent/Mortgage Assistance, VITA Site, Special Needs Assistance	Monday Through Friday, 8:00am to 5:00pm, except holidays	All of Gila County, including Hayden/Winkelman, Roosevelt, Young
Community Action Program 107 W. Frontier St., Bldg C Payson, AZ 85541 Ph: 928-474-7192. Fax: 928-468-8056		Utility Assistance, Rent/Mortgage Assistance, VITA Site, Special Needs Assistance	Monday Through Friday, 8:00am to 5:00pm, except holidays	Northern Gila County including Payson, Pine, Strawberry, Star Valley, Tonto Basin, Gisela, Rye

The facility(s) listed above will not be open on those holidays marked below (insert an X for applicable holidays):

[x] New Year's Day	[ ] Good Friday	[x] President's Day	[ ] Yom Kippur
[ ] Washington's Birthday	[x] Martin Luther King Jr's Birthday	[x] Memorial Day	[ ] Rosh Hashanah
[ ] Columbus Day	[x] Labor Day	[ ] Lincoln's Birthday	[x] Independence Day
[x] Christmas	[x] Veteran's Day	[x] Thanksgiving Day	[x] Day after Thanksgiving

Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Ave. Suite 200, Globe, AZ 85501

(928) 402- 8650

"Improving the Quality of Life for all Residents, one life at a time"

Date: April 21, 2015

RE: Letter of Assurances

I am pleased to submit Community Services response to the Request for Application-Community Action Program.

Through this letter, I am assuring the following:

1. Community Action has sufficient funds to meet obligations on time while awaiting payment from the Department.
2. Community Action accounting system is capable of providing sufficient detail about expenses and cost allocations for the purpose of determining whether the agency's actual expenditures are in accordance with the budget amounts.

Notices regarding the contract should be sent to:

Name:	Malissa Buzan
Title:	Gila County Community Services Director
Address:	5515 S. Apache Ave. Suite 200 Globe, Arizona 85501
Phone:	928-425-7631
Fax:	928-425-9468
Email:	mbuzan@gilacountyaz.gov

Please note that Community Services staff provides the direct services and do not subcontract any services.

Sincerely,

Malissa Buzan
Gila County Community Services Director

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)
Contract Period: 07/01/2015 - 06/30/2016

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Community Services Director	$84,159.14	$ 40,356	$ 35,789
1	1.00	Divisional Fiscal Manager	$46,280.52	$ 23,140	$ 11,570
1	1.00	Divisional Assistant	$30,266.23	$ 12,106	$ 12,106
1	1.00	Case Manager	$33,690.80	$ 16,845	$ 16,845
1	1.00	Case Manager	$31,226.00	$ 15,613	$ 15,613
1	1.00	Clerk	$23,230.00	$ 11,615	$ 5,808
TOTAL PERSONNEL				$ 119,675	$ 97,731

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS			TOTAL COST	DES COST
Health Insurance	$638.26 per mo x 12 mo X 6 @43.33%			$ 19,912	$ 19,912
FICA	0.0765	X	$97,731	$ 7,476	$ 7,476
Workman's Comp	0.008607	X	$97,731	$ 841	$ 841
Retirement	0.1147	X	$97,731	$ 11,210	$ 5,605
TOTAL EMPLOYEE RELATED EXPENSES				$ 39,439	$ 33,834

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		$ -	$ -

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 2,298
Per Diem	$25 per day for 20 days for 5 FTE's / Board Mem	$ 2,500	$ 1,250
TOTAL TRAVEL		$ 8,500	$ 3,548

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL SPACE		$ -	$ -

6. EQUIPMENT		TOTAL COST	DES COST
ITEM	BASIS		
N/A		$ -	$ -
TOTAL EQUIPMENT		$ -	$ -

7. MATERIALS & SUPPLIES		TOTAL COST	DES COST
ITEM	BASIS		
N/A		$ -	$ -
TOTAL MATERIALS AND SUPPLIES		$ -	$ -

8. OPERATING SERVICES		TOTAL COST	DES COST
ITEM	BASIS		
N/A		$ -	$ -
TOTAL OPERATING EXPENSES		$ -	$ -

9. INDIRECT COSTS		TOTAL COST	DES COST
ITEM	BASIS		
Indirect Costs to Gila County	4.89% of Salary base $99,814 @100%	$ 4,887	$ 4,887
TOTAL INDIRECT COSTS		$ 4,887	$ 4,887

10. SUBTOTAL ADMIN COST	$ 172,501	$ 140,000

11. VOUCHERS		TOTAL COST	DES COST
ITEM	BASIS		
Vouchers - Direct Client Services	Average $500 x 20 households	$ 10,000	$ 10,000
TOTAL VOUCHERS		$ 10,000	$ 10,000

12. TOTAL SERVICE COST/DES TOTAL COST	$ 182,501	$ 150,000

REVENUE SOURCES:		
DES CSV	$ 150,000	$ 150,000
Gila County	$ 32,501	
TOTAL REVENUE:	$ 182,501	$ 150,000

3/31/2015

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP)
Contract Period: 07/01/2015 - 06/30/2016

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Divisional Fiscal Manager	$46,280.52	$ 23,140	$ 11,570
1	1.00	Senior Accounting Clerk	$36,015.20	$ 27,011	$ 24,307
1	1.00	Case Manager	$33,690.80	$ 16,845	$ 16,845
1	1.00	Case Manager	$31,226.00	$ 15,613	$ 15,613
1	1.00	Clerk	$23,230.00	$ 11,615	$ 5,808
TOTAL PERSONNEL				$ 94,224	$ 74,143

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS			TOTAL COST	DES COST
Health Insurance	$638.26 per mo x 12 mo X 5 @ 75%			$ 28,722	$ 28,722
FICA	0.0765	X	$74,143	$ 5,672	$ 2,836
Workman's Comp	0.008607	X	$74,143	$ 638	$ 319
Retirement	0.1147	X	$74,143	$ 8,504	$ 4,252
TOTAL EMPLOYEE RELATED EXPENSES				$ 43,536	$ 36,129

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		$ -	$ -

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 4,500
Per Diem	$25 per day for 20 days for 5 FTE's / Board Meml	$ 2,500	$ 1,625
TOTAL TRAVEL		$ 8,500	$ 6,125

ITEM	BASIS	TOTAL COST	DES COST
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparldetts/Other Space Expense	$100 x 12 months	$ 1,200	$ 600
TOTAL SPACE		$ 21,276	$ 10,638

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL EQUIPMENT		$ -	$ -

7. MATERIALS & SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	$200 per month x 5 FTE's x 12 months	$ 12,000	$ 4,505
Postage	$50 per month x 12 months	$ 600	$ 300
TOTAL MATERIALS AND SUPPLIES		$ 12,600	$ 4,805

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Staff Training & Registration	$1000 for training sessions for 4 FTE's (includes hotel, registration)	$ 4,000	$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	$ 1,500	$ 1,500
Local Fax, 800 Line, Phone Line & Service	$2,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 24,000	$ 6,285
TOTAL OPERATING EXPENSES		$ 29,500	$ 11,785

9. INDIRECT COSTS

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL INDIRECT COSTS		$ -	$ -

10. SUBTOTAL ADMIN COSTS		$ 209,636	$ 143,625

11. VOUCHERS

ITEM	BASIS	TOTAL COST	DES COST
LIHEAP		$ 116,560	$ 116,560
LIHCON		$ -	$ -
LLVG		$ -	$ -
NHN		$ 296	$ 296
TANF		$ 30,000	$ 30,000
TOTAL VOUCHERS		$ 146,856	$ 146,856

12.	TOTAL SERVICE COST/DES TOTAL COST:	$ 356,492	$ 290,481

REVENUE SOURCES:		
DES Case Mgt.	$ 290,481	$ 290,481
Gila County	$ 66,011	
TOTAL REVENUE:	$ 356,492	$ 290,481

3/31/2015

State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if
1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; AND
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.
See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

- (●) New Request
- ( ) New Location (Additional Mail Code)
- ( ) Change (Select the type(s) of change from the following:
  - [ ] Tax ID
  - [ ] Legal Name
  - [ ] Entity Type
  - [ ] Minority Business Indicator
  - [ ] Main Address
  - [ ] Remittance Address
  - [ ] Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) ___ - ___ - ___ OR Federal Employer Identification Number (FEIN) 86 - 6000444

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* Gila County Treasurer

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

- ( ) Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
- ( ) State of Arizona employee (1E) STATE HRIS EIN
- ( ) Corporation NOT providing health care, medical or legal services (5A)
- ( ) LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- ( ) Corporation providing health care, medical or legal services (5M)
- ( ) LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- ( ) Partnership, LLP or Partnership organized as LLC or PLLC (5C)
- (●) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- ( ) An international organization or any of its agencies/instrumentalities (5U)
- ( ) Other: Tax Reportable Entity (5P)
- ( ) The US or any of its political subdivisions or instrumentalities (2G)
- ( ) Other: Tax Exempt Entity (5H)

Description

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

- ( ) Small Business (01)
- ( ) Small Business- African American (23)
- ( ) Small Business- Asian (24)
- ( ) Small Business - Hispanic (25)
- ( ) Small Business- Native American (27)
- ( ) Small Business- Other Minority (05)
- ( ) Small, Woman Owned Business (06)
- ( ) Small, Woman Owned Business- African American (29)
- ( ) Small, Woman Owned Business- Asian (30)
- ( ) Small, Woman Owned Business- Hispanic (31)
- ( ) Small, Woman Owned Business- Native American (33)
- ( ) Small, Woman Owned Business- Other Minority (11)
- ( ) Woman Owned Business (03)
- ( ) Woman Owned Business- African American (17)
- ( ) Woman Owned Business- Asian (18)
- ( ) Woman Owned Business- Hispanic (19)
- ( ) Woman Owned Business- Native American (21)
- ( ) Woman Owned Business- Other Minority (08)
- ( ) Minority Owned Business- African American (04)
- ( ) Minority Owned Business- Asian (32)
- ( ) Minority Owned Business- Hispanic (74)
- ( ) Minority Owned Business- Native American (15)
- ( ) Minority Owned Business- Other Minority (02)
- ( ) Non-Profit, IRC §501(c) (88)
- (●) Non-Small, Non-Minority or Non-Woman Owned Business (00)
- ( ) Individual, Non-Business (00)

Main Address Where tax information and general correspondence is to be mailed

DBA\Branch\Location: Gila County Treasurer
Address: 1400 East Ash Street
City: Globe State: AZ-ARIZONA Zip code: 85502

Remittance Address Where payment is to be mailed [X] Same as Main

DBA\Branch\Location:
Address:
City: State: Zip code:

Vendor Contact Information

Name: Malissa Buzan Title: Community Services Director
Phone #: (928) 425-7631 Ext. 8693 Fax: (928) 425-9468 Email: mbuzan@gilacountyaz.gov

Certification [ ] Exempt from backup withholding

Under Penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

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

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature: Debora Sawyer Title: Gila County Treasurer Date: 03-23-15

STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION VENDOR: DO NOT WRITE BELOW THIS LINE

State HRIS EIN: Print Name: Signature:
AGY: Title: Phone #: Email: Date:

STATE OF ARIZONA GAO USE ONLY VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

- [ ] IRS TIN Matching
- [ ] Corporation Commission
- [ ] HRIS
- [ ] GAO-03
- [ ] Other

Vendor Number: Processed by: Date Processed:

GAO-W-9 Revised 01/2010

EXHIBIT A

DEFINITIONS

1.0 ACC – The Arizona Administrative Code.

2.0 COATES – Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.

3.0 CSBG – The Community Services Block Grant Act (42 U.S.C. § 9901 *et seq.*), as mended by Public Law 105-285

4.0 Community Action Agency (CAA) – A designated eligible entity as described under the federal Community Services Block Grant Act.

5.0 Community Action Plan – A document submitted by the Community Action Agencies to the Community Services Administration in order to receive the sub-grants or contracts from the Community Services Administration grant provided under Section 676 of the Community Services Block Grant Act.

6.0 Comprehensive and Coordinated Service System – A system for providing all necessary supportive services within a Planning and Service Area.

7.0 DES EN-005 Application For Benefits – The standardized application for benefits used by DES to obtain client demographic and financial information from program applicants.

8.0 Designated LIHEAP contractor – An agency designated to provide utility assistance services in a specified geographic service area, as described under the Community Opportunities, Accountability, Training and Educational Services Act of 1998.

9.0 Eligible Individual – An individual who meets the requirements for a particular service or program as outlined under state and federal law.

10.0 Formal Services – Formal services are those services that are provided by an agency or organization.

11.0 Informal Resources – Informal resources are considered family and friends.

12.0 Planning and Service Area – A geographical area in the state or state jurisdiction that is designated by the Community Services Administration for the purposes of planning, development, and overall administration of services under an approved Title XX, Social Services Plan.

13.0 Private, non-profit CAAs – A designated Community Action Agency that has been established and maintained as a 501(c)(3) as recognized by the Internal Revenue Service.

14.0 Public CAAs – A designated Community Action Agency that is a unit of Local Government such as a municipality, or a County Government.

15.0 ROMA – Results Oriented Management and Accountability is a system established by the federal Department of Health and Human Services for the purpose of tracking and reporting outcomes of the Community Services Block Grant.

16.0 State Agency – Department of Economic Security – The agency designated to develop and administer the State Plan which is the focal point for services targeted to low-income individuals and families in the state.

17.0 Linguistically Appropriate and Culturally Relevant – Respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an agency service system. Such a system enables the agency, to work effectively in cross-cultural situations. The agency will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.

Exhibit B

EN-005-1 (11-09)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Division of Aging and Adult Services – Community Action Program

STAPLE HERE

APPLICATION FOR SERVICES

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK

DES USE ONLY

APPLICANT'S SOC. SEC. NO	DATE OF APPLICATION (MM/DD/CCYY)	WORKER'S ID NO.	SITE CODE	SERIAL NO.

APPLICANT'S NAME (Last, First, M.I.)

APPLICANT'S MAILING ADDRESS (No., Street, Apt. No.)

(City, State, ZIP)

APPLICANT'S RESIDENTIAL ADDRESS (No., Street, Apt. No.)

(City, State, ZIP) | COUNTY

PHONE NO. (include area code)	BIRTH DATE (MM/DD/CCYY)	ETHNIC CODE (1)*	HOUSEHOLD SIZE	GENDER	DISABLED (in household)	HOMELESS
				☐ M ☐ F	☐ Yes ☐ No	☐ Yes ☐ No

DO YOU LIVE IN PUBLIC HOUSING OR PROJECT SUBSIDIZED HOUSING	DO YOU MAKE UTILITY PAYMENTS	CRISIS CODE (2)*	MONTHLY UTILITY COST (LIHEAP only)
☐ Yes ☐ No	☐ Yes ☐ No		$

NASCSP DEMOGRAPHIC INFORMATION

FAMILY TYPE (3)* - HH	HOUSING (4)* - HH	EDUCATION (5)* - APPLICANT	DATE IN STATE (MM/DD/CCYY) APPLICANT	DATE IN COUNTY (MM/DD/CCYY) - APPLICANT

INCOME TYPE - HH

☐ Employment only ☐ Employment and benefits ☐ Other income ☐ No income

BENEFITS - HH

☐ CA (TANF) ☐ SSI ☐ Social Security ☐ Pension ☐ Unemployment ☐ NA

Was the applicant provided with energy education brochures and/or a brief energy education? ☐ Yes ☐ No

If custodial single parent in household, was referral made to child support services? ☐ Yes ☐ No

MIGRANT FARM WORKER - HH ☐ Yes ☐ No

SEASONAL FARM WORKER - HH ☐ Yes ☐ No

INCOME INFORMATION

PRIOR 90 DAYS FROM/INCLUDING APPLICATION DATE TIME FRAME

From (30th day): To (Application date):

Income By HH Member's name	Income Source (Name and Phone No.)	Method of Verification (HC, CC, YV, CS)	Frequency (e.g., Monthly, Bi-wkly, Wkly)	Day Received (e.g., Mon., Tue., etc.)	Date and Gross Amount Received Per Check	Gross Amount Received (Before Deductions)
						$
						$
						$
						$
					Total Household Gross Income→	$

The client meets which poverty guidelines: ☐ 125% ☐ 150%

INCOME INFORMATION NOTES

Distribution: ORIGINAL – DES/CSA (Contracted Agency); CANARY – Agency's Client File; PINK – Client's Copy; GOLDENROD – Subagency's Copy

*Codes/definitions on back of Page 3

See reverse of EN-005-1 for EOE/ADA disclosures

EN-005-2 (6-02)

STAPLE HERE

HOUSEHOLD INFORMATION

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK.

Soc. Sec. No.	Name (Last, First, M.I.)	Gender	Date of Birth (MM/DD/CCYY)	Highest Grade Completed	Ethnic Code*	Citizenship Status*	Health Insurance
APPLICANT 1.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 2.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 3.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 4.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 5.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 6.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 7.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 8.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 9.		☐ M ☐ F					☐ Yes ☐ No
HOUSEHOLD MEMBER 10.		☐ M ☐ F					☐ Yes ☐ No

DESCRIBE EPISODE OF NEED

*Codes/definitions on back of Page 3

Distribution: ORIGINAL - DES/CSA *(Contracted Agency)*, CANARY - Agency's Client File, PINK - Client's Copy, GOLDENROD - Subagency's Copy

Equal Opportunity Employer/Program
See reverse of EN-005-3 for Americans with Disabilities Act (ADA) Disclosures.

EN-005-3 (8-09)

PAYMENT INFORMATION

☐ STAPLE HERE

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK

APPLICANT'S NAME (Last, First, M.I.)	APPLICANT'S SOC. SEC. NO.

Account No.	Voucher No.	Vendor's Code	Vendor's Name	Billing Name	Service Code	Budget Code	Amount	Need Guarantee
							$	☐ Yes ☐ No
							$	☐ Yes ☐ No
							$	☐ Yes ☐ No
							$	☐ Yes ☐ No
							$	☐ Yes ☐ No

VENDOR/PAYEE'S NAME (Check to be issued to)	VENDOR/PAYEE'S MAILING ADDRESS (No., Street, Apt. No.) (City, State, ZIP)	ACTUAL MONTHLY RENT/MORTGAGE	FEI NO. (Mandatory)
		$	

Has the household received STCS services in the prior 12 months? ☐ Yes ☐ No If yes, what agency?

☐ APPROVED ☐ DENIED

APPLICANT'S STATEMENT OF TRUTH

Under penalty of perjury and acknowledged by my signature below, I swear or affirm that the statements made regarding the persons in my home, and the income, resources, property and all other items that pertain to my possible eligibility for benefits are true and correct to the best of my knowledge.

Bajo penalidad de perjurio y reconocido por mi firma abajo, yo juro o afirmo que las declaraciones hechas en cuanto a las personas en mi hogar, y los ingresos, los recursos, propiedad y todas cosas demás que pertenecen a mi elegibilidad posible por beneficios son verdades y ciertas según mi leal entender y saber.

RELEASE OF INFORMATION

I authorize the Department of Economic Security and/or delegate agency to contact any source necessary to establish the accuracy of the information given by me. Furthermore, I authorize any landlord or utility company to which payment of credit on my behalf may be made to release information regarding my current account including, but not limited to, billing information to the State of Arizona, or its contract designee. I understand that the Arizona Department of Economic Security may use information provided on this form for purposes of research, evaluation, and analysis.

Yo autorizo al Departamento de Seguridad Económica y/o la agencia diputada para comunicarse con cualquier fuente necesaria para establecer la exactitud de la información que le provei. Además, autorizo a cualquier propietario o servicio público a lo que se efectuaría un pago de crédito por mi parte para divulgar información en cuanto a mi cuenta actual incluso pero no limitarse a, información, de facturación al Estado de Arizona o su deputado contratado. Entiendo que el Departamento de Seguridad Económica de Arizona puede usar la información provista en este formulario para los propósitos de estudios, evaluación y análisis.

APPLICANT'S SIGNATURE	DATE

WORKER'S STATEMENT

I have interviewed the applicant and have explained the following: His/her right to the appeal process. I have also advised the applicant of any penalties for fraud and/or misrepresentation. I have completed my investigation of the financial eligibility as required by program rules and regulations.

WORKER'S SIGNATURE	REVIEWER'S ID NO.	DATE

Distribution: ORIGINAL – DES/CSA *(Contracted Agency)*; CANARY – Agency's Client File; PINK – Client's Copy; GOLDENROD – Subagency's Copy *Codes/definitions on back of Page 3

See page reverse of EN-005-1 for EOE/ADA disclosures * Vea al reverso del EN-005-1 para las declaraciones de EOE/ADA

CODES AND DEFINITIONS

EN-005-1 HH = Household

(1) Ethnic Code		(2) Crisis *(LIHEAP Supplemental only – Choose only one)*		(3) Family Type		(4) Housing Type		(5) Education	
White	1	Loss or reduction of income or public assistance benefits	1	Single parent/female	1	Rent	1	00-08	1
Black	2			Single parent/male	2	Own	2	09-12 *(Non-graduate)*	2
Native Amer.	3	Unexpected and unplanned expenses	2	Two-parent household	3	Homeless	3	High School graduate/GED	3
Hispanic	4	Health and Safety condition	3	Single person	4	Other	4	12 + some college/trade school	4
Asian	5			Two adults *(no minor children)*	5			College Graduate	5
Other	6			Other	6				

NASCSP INCOME TYPE: *(Income received by all household members in the last 30 days, including the date of application.)*
Special note: "Employment" and Employment & Benefits" cannot both be checked.

Employment = Check if any income was from employment, including self-employment.
Employment & Benefits = Check if any income was from employment AND benefits *(also check all that apply in the Benefits – HH box; CA (TANF), SSI, Social Security, Pension, Unemployment).*
Other Income = Check if any income is from child support, alimony/spousal maintenance, temporary Workmans' Compensation, or rental income.
Special note: If "no Income" is checked, no other item in "Income Type" or "Benefits" may be checked
No Income = Check if there was zero income.

NASCSP BENEFITS: *(Benefits received by any household member in the last 30 days.)*

CA (TANF) = Formerly AFDC
SSI = Supplemental Security Income *(administered by the Social Security Administration)*
Social Security = Any other income received from the Social Security Administration.
Pension = Any retirement income, permanent Workmans' Compensation, permanent disability insurance payments.
Unemployment = Unemployment Insurance Benefits administered by DBS

NASCSP NA: *Nutrition Assistance is not part of "Benefits" section. Check if anyone in the household received Nutrition Assistance in the last 30 days, including the date of application.)*

INCOME INFORMATION:

HC = Hard Copy of document is in client file. CC = Collateral Contact verifying information is documented and in client file.
VV = Visual Verification of documentation was made. All required facts are noted on application. Reason for visual verification is noted in client file.
CS = Client Statement was used as last resort. Notification of client and caseworker efforts to acquire document/information are noted on application and in client file.

EN-005-2

(6) Last grade completed		(7) Ethnic Code		(8) Citizenship Status	
00-08	1	White	1	U.S. Born/ Naturalized	1
09-12 *(Non-graduate)*	2	Black	2	Eligible Legal Resident	2
High School graduate/GED	3	Native American	3	Non-eligible Legal Resident	3
12 + some college/trade school	4	Hispanic	4		
College Graduate	5	Asian	5		
		Other	6		

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & 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, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department 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, contact (602) 542-6000; TTY/TDD Services: 7-1-1.

Exhibit C

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

DES-1000AFORFF (4-06)

☐ Contract Inception
☐ Annual Inventory
☐ End-of-Contract Inventory

CONTRACTOR'S EQUIPMENT LIST

(Capital and Stewardship Equipment Items)

Page _____ of _____

CONTRACTOR'S NAME *(Legal name and DBA "doing business as" name)*	FEI/SSN	MAILING ADDRESS *(P.O. Box or No., Street, City, State, ZIP)*

PHONE NO.	DES CONTRACT NO.	CONTRACT BEGIN DATE	CONTRACT END DATE	INVENTORY DATE

DES Asset No.	Item Description	Manufacturer	Serial No.	Acqu. Date	Physical Location	Total Item Cost	DES Contract Cost

CONTRACTOR'S NAME *(Printed)*	TITLE	CONTRACTOR'S SIGNATURE	DATE SIGNED

DES CONTRACT OFFICER/DESIGNEE NAME *(Printed)* | DES CONTRACT OFFICER/DESIGNEE SIGNATURE | PHONE NO. | DES DIVISION OR PROGRAM | DATE RECEIVED | DATE SIGNED

Equal Opportunity Employer/Program ♦ See page 2 for Americans with Disabilities Act (ADA) disclosure..