



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: June 19, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Chicanos Por La Causa

***Project Title/Description:**

AZ Dept. of Economic Security Community Action Agency - Emergency Services Network (ESN)

***Purpose:**

Chicanos Por La Causa, a subrecipient, will assist households with emergency utility and rental/mortgage financial assistance through case management services including eligibility determination for several funding sources, as well as referral and advocacy services to eligible, low-income households experiencing a temporary financial crisis in order to prevent homelessness and utility disconnection.

Short Term Crisis Services/Temporary Assistance for Needy Families (STCS/TANF) funds are to be used for eligibility determination and case management services for households facing eviction or foreclosure. This determination can be used to write vouchers to landlords or mortgage companies from Community Services Block Grant (CSBG) and Emergency Eviction Intervention Program (EEIP) funds as well as STCS/TANF. Utility shut-off eligibility case management is conducted under the Low Income Home Energy Assistance Program (LIHEAP). Based on review of the LIHEAP application, County issues a voucher to the utility company.

Attachment: Contract Number CT-CS-18-404

***Procurement Method:**

RFP No. CAA-ESN-2018-06 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

***Program Goals/Predicted Outcomes:**

Chicanos Por La Causa will provide emergency financial assistance to 305 eligible low-income households experiencing a temporary financial crisis in order to prevent homelessness or utility disconnection.

***Public Benefit:**

The benefit of the program is that it will help in alleviating poverty and promoting self-sufficiency.

***Metrics Available to Measure Performance:**

Monthly financial and program performance reports;
Annual audit of agency's finances;
Monitoring of activities; and
Reconciliation of ESN database.

***Retroactive:**

No.

*TO: COB 6-14-18 (1)
Vers.: 1
PSS.: 31
ADDENDUM*

*JUN 14 18 PM 04:38 P.C. CLK OF PD
mlw*

Contract / Award Information

Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 18-404

Effective Date: 7/1/18 Termination Date: 6/30/19 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 125,910.00 Revenue Amount: \$ _____

***Funding Source(s) required:** Short Term Crisis/Temporary Assistance to Needy Families; Community Services Block Grant; Low Income Home Energy Assistance Program; Pima County General Funds (EEIP)

Funding from General Fund? Yes No If Yes \$ 6,900.00 % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Rise Hart

Department: Community Services

Telephone: 724-5723

Department Director Signature/Date: _____

Charles Lang 6/19/18

Deputy County Administrator Signature/Date: _____

Drew 6/14/18

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY SERVICES,
EMPLOYMENT AND TRAINING DEPARTMENT
COMMUNITY ACTION AGENCY PROGRAM
PROFESSIONAL SERVICES CONTRACT**

Program Name: Emergency Services Network (ESN)

Awardee: Chicanos Por La Causa
1525 N. Oracle Road
Tucson, AZ 85705

DUNS: 136249609

SAM Registration Date: 2/12/18

Program Description: Emergency financial assistance, case management and advocacy services to eligible low-income households in crisis

Contract Term: July 1, 2018 through June 30, 2019

Contract Amount: \$125,910.00

Funding: Short Term Crisis Services/Temporary Assistance To Needy Families (STCS/TANF); Community Services Block Grant (CSBG); Low Income Home Energy Assistance Program (LIHEAP); and Pima County General Funds Emergency Eviction Intervention Program (EEIP)

District: All

CONTRACT

NO. CT-CS-18-404

AMENDMENT NO. _____

This number must appear on all invoices, correspondence and documents pertaining to this contract.

ADES Contract No. 15-089143 Award Date: 2018

CFDA	Program Description	National Funding	Pima County Award
93.558	STCS/TANF	\$13,122,810.00	\$540,565.00
93.569	CSBG	\$674,000,000.00	\$795,288.00
93.568	LIHEAP	\$3,255,435,546.00	\$2,611,466.00

Is this a research and development contract? NO

Awardee is a X Subrecipient _____ Contractor

Match NO Indirect Costs NO

This Agreement is made by and between Pima County ("County"), a body politic and corporate of the State of Arizona and Chicanos Por La Causa ("Awardee"), a non-profit corporation authorized to do business in the State of Arizona.

GLOSSARY

ADES/DAAS Arizona Department of Economic Security, Division of Aging and Adult Services

Awardee Chicanos Por La Causa

CFR U.S. Code of Federal Regulations

County	Pima County acting through the Community Action Agency Division of the Community Services, Employment & Training Department
CSBG	Community Services Block Grant
EEIP	Emergency Eviction Intervention Program
EN-005	Three-page application provided by County to be completed for all clients requesting services pursuant to this Agreement
ESN	Emergency Services Network
HHS/OCS	U.S. Department of Health and Human Services – Office of Community Services
IGA	Intergovernmental Agreement between the State of Arizona and Pima County with a term of July 1, 2015 through June 30, 2020
LIHEAP	Low Income Home Energy Assistance Program
NPI	National Performance Indicators
RFP	Request for Proposals No. CAA-ESN-2018-06
STCS/TANF	Short Term Crisis Services/Temporary Assistance to Needy Families
SSM	Self-Sufficiency Matrix

RECITALS

- A. County receives funds from federal, state and local sources to operate an emergency financial assistance program through its Community Action Agency.
- B. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the Pima County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants.
- C. County is the recipient of state and federal grants for the purpose of operating a local ESN to provide emergency financial assistance for qualified households to prevent homelessness or utility disconnection.
- D. County issued the RFP on January 12, 2018 seeking applications for certain emergency services for low-income families facing a short-term crisis.
- E. Awardee has submitted a response to the RFP that is beneficial to the residents of the County.
- F. County has determined Awardee is qualified and able to provide ESN services to residents of Pima County.
- G. Through this Agreement, Awardee is a Subrecipient of the grant funds provided to County for operating the local ESN.
- H. The Pima County Board of Supervisors finds that entering into this Agreement is in the best interests of the residents of Pima County.

NOW THEREFORE, County and Awardee, pursuant to the above, and in consideration of the matters and things set forth herein, agree as follows:

1.0 TERM, EXTENSIONS AND AMENDMENTS

- 1.1. Original Term. This Agreement will commence on July 1, 2018 and will terminate on June 30, 2019 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Options.

- 1.2. Extension Options. County may renew this Agreement for up to four (4) additional periods of up to one (1) year each (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3. Notwithstanding paragraphs 1.1 and 1.2 above, the term of this Agreement will survive and remain in effect during any period that Awardee has control over grant funds, including program income.

2.0 SCOPE OF SERVICES

- 2.1. Awardee will:
 - 2.1.1. Provide County with the services described in the attached **Exhibit A**.
 - 2.1.2. Employ suitable trained and skilled personnel to perform all services under this Agreement.
 - 2.1.3. Perform its duties:
 - 2.1.3.1. In a humane and respectful manner and in accordance with any applicable professional standards;
 - 2.1.3.2. To the satisfaction of County; and
 - 2.1.3.3. In compliance with all terms and conditions applicable to the grant funds being provided under this Agreement.
 - 2.1.4. Obtain and maintain all licenses, permits and authority required for performance under this Agreement.
 - 2.1.5. **Give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement.**
- 2.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
 - 2.2.1. Be employees or volunteers of Awardee;
 - 2.2.2. Satisfy any qualifications set forth herein; and
 - 2.2.3. Be covered by personnel policies and practices of Awardee.
- 2.3. Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4. No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
- 2.5. Confidentiality. Awardee:
 - 2.5.1. Understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County’s or Awardee’s responsibilities set forth in this Agreement, is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
 - 2.5.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the services set forth in this Agreement.
 - 2.5.3. Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of services.

3.0 COMPENSATION AND PAYMENT

- 3.1. In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Awardee **not-to-exceed \$125,910.00** (“the Maximum Allocated Amount”).
- 3.2. Payments will be made from the following Awarding Agencies (collectively “the Awarding Agency”).

FUNDING AGENCY	AMOUNT ALLOCATED
STCS/TANF (pursuant to A.R.S. § 46-241 <i>et seq.</i>)	\$83,010.00
CSBG (from HHS/OCS through ADES/DAAS)	\$28,000.00
LIHEAP (from HHS/OCS through ADES/DAAS)	\$8,000.00
EEIP	\$6,900.00

- 3.3. Payment of the full Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount set forth above for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County. **Unexpended funds will not be carried over into another fiscal year.**
- 3.4. **Awardee must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	Due date for Request for Reimbursement
January through May and July through December	15 calendar days from end of month
June	July 7

- 3.5. Each monthly Request for Reimbursement must:
 - 3.5.1. Reference this contract number.
 - 3.5.2. Be approved and signed by both the person that prepared the request and an authorized manager, supervisor or executive of the Awardee to insure proper internal financial controls.
 - 3.5.3. Be for services and costs identified in **Exhibit A**.
 - 3.5.4. Be accompanied by documentation which must include, but is not limited to:
 - 3.5.4.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.
 - 3.5.4.2. Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
 - 3.5.4.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.5.4.4. A calculation of administrative or indirect costs (conditional upon receipt of indirect rate letter), evidencing that such costs do not exceed the 10% maximum of the total reimbursement provided under this Agreement.
 - 3.5.4.5. Any other documentation requested by County.
 - 3.5.5. If reimbursement is authorized for personnel costs, Awardee must provide source documentation for payroll which, at a minimum includes following documentation for each pay period:
 - 3.5.5.1. Employment letters;
 - 3.5.5.2. Authorization for rates of pay, benefits, and withholding;

- 3.5.5.3. Minutes from Board of Directors' meetings establishing salary schedules and benefit packages;
- 3.5.5.4. Copies of written policies;
- 3.5.5.5. W-4 forms and associated time and attendance records;
- 3.5.5.6. Employee certifications of time spent:
 - 3.5.5.6.1. If an employee of Awardee works solely on the services being funded by this Agreement, the employee and the employee's supervisor must sign a statement every six months certifying that the employee worked only on the services set forth in this Agreement.
 - 3.5.5.6.2. If an employee's time is split between the services being funded by under this Agreement and non-contract services and funding sources, Awardee must have time distribution records supporting the allocation of charges among the various funding sources.
- 3.5.6. Comply with the applicable provisions of 2 C.F.R. §§ 200.
- 3.5.7. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses which are not paid or reimbursed by another Federal, State, or Local grant revenue source.
- 3.5.8. Be accompanied by a completed EN-005 for each client served during the month.
- 3.6. If Awardee is required to provide matching funds under the terms of the Awarding Agency, Awardee must also provide the documentation described in Paragraphs 3.5.4 and 3.5.5 for the matching funds.
- 3.7. **Awardee must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Awardee may not bill the County for costs which are paid by another source. Awardee must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 3.8. If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date invoice is received. Awardee should budget cash needs accordingly.
- 3.9. **No payments will be made to Awardee until all of the following conditions are met:**
 - 3.9.1. Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.9.2. Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>);
 - 3.9.3. This Agreement is fully executed; and
 - 3.9.4. Adequate and accurate documentation is provided with each request for payment or invoice.
- 3.10. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **fifteen (15) working days after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3.5 above.
- 3.11. Awardee will report to County:
 - 3.11.1. Accrued expenditures;
 - 3.11.2. Program income, as defined by the awarding agency; and

- 3.11.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 3.12. County may, at its sole discretion:
 - 3.12.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.12.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
 - 3.12.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.13. Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six (6) months after the last item of the account accrues.
- 3.14. Changes between budget line items may only be made as follows:
 - 3.14.1. Changes up to and including 15% of the total operating budget amount (excluding client vouchers) may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Awardee must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
 - 3.14.2. Changes of more than 15% of the total operating budget amount will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
 - 3.14.3. Changes between the Total Operating Budget and the Other Allocation(s) line item are not allowed.
- 3.15. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.16. Disallowed Charges or Cost principles will be as follows:
 - 3.16.1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Awardee and will not be reimbursed with Department funds.
 - 3.16.2. **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.17. For the period of record retention required under Section 21.0 – Books and Records, County reserves the right to question any payment made under this Section 3.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

4.0 PROGRAM INCOME

- 4.1. County does not anticipate that Awardee will generate program income, as defined by the Awarding Agency, under the activities of this Agreement.

- 4.2. In the event that activities under this Agreement do generate program income or program income is authorized, Awardee must:
- 4.2.1. Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.
 - 4.2.2. Return program income to County within fifteen (15) days of the end of each month, unless otherwise specified in **Exhibit A**.

5.0 INSURANCE

5.1. Awardee will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Awardee’s indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Awardee for liabilities that may arise from or relate to this Agreement. If necessary, Awardee may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.2. Insurance Coverages and Limits:

- 5.2.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 5.2.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 5.2.3. Workers’ Compensation (WC) and Employers’ Liability:
 - 5.2.3.1. Workers’ Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees.
 - 5.2.3.2. Note: The Workers’ Compensation requirement does not apply if Awardee is exempt under A.R.S. § 23-902, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

5.3. Additional Coverage Requirements:

- 5.3.1. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 5.3.2. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively “County and its Agents”) as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Awardee. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 5.3.3. Waiver of Subrogation: Commercial General Liability and Workers’ Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Awardee.
- 5.3.4. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not

contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of Awardee's deductible or Self Insurance Retention (SIR).

- 5.3.5. **Subcontractors:** Awardee must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Awardee must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Awardee must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

5.4. **Verification of Coverage:**

- 5.4.1. Insurer or Broker of Awardee must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

5.4.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,

5.4.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and

5.4.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

- 5.4.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.

- 5.4.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

- 5.4.4. **Cancellation Notice:** Awardee's insurance policies and endorsements will not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Awardee must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

- 5.5. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Awardee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6.0 INDEMNIFICATION

To the fullest extent permitted by law, Awardee will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Awardee or any of Awardee's directors, officers, agents,

employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Awardee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Awardee from and against any and all Claims. Awardee is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

7.0 LAWS AND REGULATIONS

- 7.1. Compliance with Laws; Changes. Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2. Licensing. Awardee warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 7.4. Use of Funds. Awardee warrants that STCS/TANF, LIHEAP, and CSBG funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
 - 7.4.1. Political activities;
 - 7.4.2. Inherently religious activities;
 - 7.4.3. Lobbying;
 - 7.4.4. Political patronage; or
 - 7.4.5. Nepotism activities.
- 7.5. Compliance with Federal Law, Rules and Regulations. Awardee will comply with the applicable provisions of:
 - 7.5.1. CSBG (Public Law 105-285) (www.acf.hhs.gov/) and CSBG Act (42 U.S.C. 9901 et seq. Subtitle B);
 - 7.5.2. The National Association for State Community Services Programs, NPI Instruction Manual. Awardee understands that the performance requirements for this Agreement are set forth in the NPI Instruction Manual. Awardee may obtain a copy upon request or on-line at www.nascsp.org.
 - 7.5.3. ADES Policy and Procedures Manuals as amended;
 - 7.5.4. State of Arizona Uniform Terms and Conditions and the Arizona Department of Economic Security Special Terms and Conditions;
 - 7.5.5. Fair Labor Standards Act;
 - 7.5.6. Short Term Crisis Services (A.R.S. §46-241 et seq.)
 - 7.5.7. Utility Assistance (A.R.S. §46-701 et seq.);
 - 7.5.8. Coats Human Services Reauthorization Act of 1998;
 - 7.5.9. The McKinney–Vento Homeless Assistance Act of 1987 (Public Law 100-77);

- 7.5.10. Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - 7.5.11. Neighbors Helping Neighbors (A.R.S. §46-741);
 - 7.5.12. Verification of identity and citizenship and/or immigration status (A.R.S. §46-140.01);
 - 7.5.13. Eligibility for federal and state or local public benefits (A.R.S. §§1-501 & 1-502);
 - 7.5.14. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
 - 7.5.15. Child Labor Laws (A.R.S. §23-230 et seq.);
 - 7.5.16. Debarment and Suspension (29 CFR Part 98 and Executive Order 12549);
 - 7.5.17. Drug-Free Workplace, 41 U.S.C. 701 et seq. and 2 CFR part 182;
 - 7.5.18. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
 - 7.5.19. All rules and regulations applicable to the Acts set forth above.
- 7.6. Cooperation. Awardee will fully cooperate with County, ADES, and any other federal agency in the review and determination of compliance with the above provisions.

8.0 INDEPENDENT CONTRACTOR

- 8.1. Awardee is an independent contractor. Neither Awardee nor any of Awardee's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 8.2. Awardee is responsible for paying all federal, state and local taxes on the compensation by Awardee under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Awardee's failure to pay such taxes.
- 8.3. Awardee will be solely responsible for its program development, operation, and performance.

9.0 SUBCONTRACTOR

- 9.1. Except as provided in paragraph 9.2, Awardee will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Awardee must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 9.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee's performance under this Agreement.
- 9.3. Awardee is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that Awardee is responsible for the acts and omissions its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 9.4. Awardee must include the provision set forth in paragraph 3.6 in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

10.0 ASSIGNMENT

Awardee cannot assign its rights or obligations under this Agreement, in whole or in part, without

County's prior written approval. County may withhold approval at its sole discretion.

11.0 NON-DISCRIMINATION

- 11.1. Awardee will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 11.2. During the performance of this Agreement, Awardee will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

12.0 AMERICANS WITH DISABILITIES ACT

- 12.1. Awardee will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 12.2. If Awardee is carrying out a government program or services on behalf of County, then Awardee will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

13.0 AUTHORITY TO CONTRACT

Awardee warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Awardee or any third party by reason of such determination or by reason of this Agreement.

14.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Agreement, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

15.0 CANCELLATION FOR CONFLICT OF INTEREST

- 15.1. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 15.2. Awardee agrees to comply with all applicable conflict of interest provisions contained in federal and state laws and regulations that govern specific funding sources identified in this Agreement, including, but not limited to, those governing nepotism.

16.0 TERMINATION AND SUSPENSION BY COUNTY

- 16.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Awardee at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Awardee will be payment for services rendered prior to the date of termination.
- 16.2. With Cause: County may terminate this Agreement at any time without advance notice and without further obligation if County finds Awardee to be in default of any provision of this Agreement.

- 16.3. Insufficient Funds: Notwithstanding Paragraphs 16.1 and 16.2 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Awardee for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Awardee will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 16.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 16.5. Suspension: County reserves the right to suspend Awardee's performance and payments under this Agreement immediately upon notice delivered to Awardee's designated agent in order to investigate Awardee's activities and compliance with this Agreement. In the event of an investigation by County, Awardee will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Awardee will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

17.0 NOTICE

- 17.1. Awardee must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa or any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 17.2. Any notice required or permitted to be given under this Agreement must be in writing and served by personal delivery or by certified mail upon the other party as follows:

County:

Director
Pima County Community Services
2797 E. Ajo Way
Tucson, AZ 85713

Awardee:

President & CEO
Chicanos Por La Causa, Inc.
2550 E. Fort Lowell Road
Tucson, AZ 85716

18.0 NON-EXCLUSIVE CONTRACT

Awardee understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

19.0 OTHER DOCUMENTS

- 19.1. In entering into this Agreement, Awardee and County have relied upon information provided in Awardee's proposal submitted in response to the RFP, including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Awardee's Proposal, other information and documents submitted by the Awardee in its' response to the RFP.
- 19.2. In addition, Awardee and County have relied on the information and requirements contained in the ADES IGA and the NPI Instruction Manual.
- 19.3. The documents set forth in paragraphs 19.1 and 19.2 are hereby incorporated into and made a part of

this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Awardee will promptly bring any provisions which Awardee believes are inconsistent to County's attention, and County will provide Awardee with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the Awarding Agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 AUDIT REQUIREMENTS

20.1. Awardee will:

- 20.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 20.1.2. **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
- 20.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 20.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 20.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 20.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 20.1.7. Pay all costs for any audit required or requested pursuant to this Section 20.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state law and the cost was specifically included in the Awardee grant budget approved by County.

20.2. Awardee status:

- 20.2.1. If Awardee is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Awardee will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 20.2.2. If Awardee meets or exceeds the single audit threshold set forth in 2 C.F.R. § 200, Awardee will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Awardee's fiscal year.

20.3. Awardee must timely submit the required or requested audit(s) to:

Director
Community Services, Employment & Training Dept.
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

21.0 BOOKS AND RECORDS

- 21.1. Awardee must keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

21.2. Awardee will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

22.0 COPYRIGHT

Neither Awardee nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

23.1. Awardee is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.

23.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Awardee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Awardee will not use or release these materials without the prior written consent of County.

24.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

25.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Awardee's contact with all Federal, State and local agencies that provide funding for this Agreement. Awardee's contact in this regard will be:

Manira Cervantes

520-724-5710

Manira.Cervantes@pima.gov

26.0 ACCOUNTABILITY

To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Agreement. This provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

27.0 PUBLIC RECORDS

27.1. Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. § Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

27.2. Records Marked Confidential; Notice and Protective Order.

- 27.2.1. If Awardee reasonably believes that some of the records described in paragraph 27.1 above contain proprietary, trade-secret or otherwise-confidential information, Awardee must prominently mark those records “CONFIDENTIAL.”
- 27.2.2. In the event that a public records request is submitted to County for records marked “CONFIDENTIAL,” County will notify Awardee of the request as soon as reasonably possible.
- 27.2.3. County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 27.2.2 unless Awardee has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
- 27.2.4. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

28.0 ELIGIBILITY FOR PUBLIC BENEFITS

Awardee will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

29.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 29.1. Compliance with Immigration Laws. Awardee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Awardee’s employment of its employees, and with the requirements of A.R.S. Title 23, Ch. 2, Art. 2 (together the “State and Federal Immigration Laws”). Awardee will further ensure that each subcontractor who performs any work for Awardee under this contract likewise complies with the State and Federal Immigration Laws.
- 29.2. Books and Records. County has the right at any time to inspect the books and records of Awardee and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.
- 29.3. Remedies for Breach of Warranty. Any breach of Awardee’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 29.0, is a material breach of this Agreement subjecting Awardee to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Awardee.
- 29.4. Subcontractors. Awardee will advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Section 29.0 by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. Title 23, Ch. 2, Art. 2. Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting

Subcontractor to penalties up to and including suspension or termination of this contract.”

30.0 REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

31.0 SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

32.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

33.0 ISRAEL BOYCOTT CERTIFICATION

Awardee hereby certifies that is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Awardee may result in action by the County up to and including termination of this Agreement.

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34.0 ENTIRE AGREEMENT

- 34.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 34.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement are unofficial information and in no way binding upon County.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT:

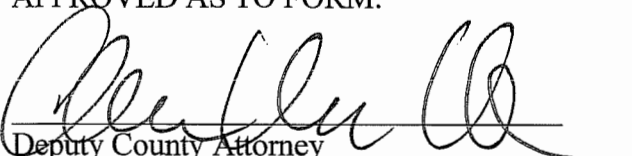


Director, Community Services, Employment
& Training Department

6/14/18

Date

APPROVED AS TO FORM:



Deputy County Attorney
CHARLES WESSELHOFT

AWARDEE



Authorized Officer Signature

Magdalena Verdugo, VP

Please print name & title

6/14/2018

Date

EXHIBIT A

SCOPE OF WORK

1.0 PROGRAM OVERVIEW

- 1.1 Awardee will provide emergency financial assistance to eligible low-income households experiencing a temporary financial crisis that is likely to result in homelessness or utility disconnection. Awardee will also provide the households receiving such assistance (and qualified under ADES Guidelines) with case management, referral and advocacy services.
- 1.2 Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract must be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

2.0 PROGRAM ACTIVITIES – AWARDEE

2.1 Office operations. Awardee will:

- 2.1.1 Establish regular and reasonable service hours for individuals to apply for eligibility and assistance determination;
- 2.1.2 Provide services in one or more Americans with Disabilities Act (ADA) accessible office locations;
- 2.1.3 Provide home visits to medically homebound individuals;
- 2.1.4 Maintain a computer system with a minimum of Window 8, patched with current antivirus, adequate system security, a broadband connection to the internet, and valid user name and password. The workstations need at least 5MB of free disk space; and
- 2.1.5 Maintain confidentiality of all applicant and client files, records and documentation. All documentation and records must be kept in a locked cabinet or, if not subject to retention, shredded.

2.2 Staffing. Awardee will:

- 2.2.1 Maintain sufficient staff to provide all services;
- 2.2.2 Ensure that all staff providing services pursuant this Contract are trained and knowledgeable in STCS/TANF, LIHEAP, CSBG, and EEIP eligibility requirements and services;
- 2.2.3 Ensure that all staff proving services are this Agreement attend training, meetings, or workshops regarding ESN policies and procedures; and
- 2.2.4 Ensure that staff is instructed in and maintains the confidentiality of applicant records.

2.3 Applications for services. Awardee will:

- 2.3.1 Interview each applicant and complete the EN-005 application form per STCS/TANF, LIHEAP, CSBG, and EEIP requirements;
- 2.3.2 Determine preliminary eligibility for STCS/TANF, LIHEAP, CSBG and EEIP;
- 2.3.3 Document and maintain information obtained during the interview and eligibility information;
- 2.3.4 Review ESN computer database to determine what assistance, if any, the applicant has received to prevent assistance duplication;
- 2.3.5 For eligible applicants, determine level of assistance needed and authorized as per program guidelines;

- 2.3.6 Enter applications directly into ESN computer database within **three** (3) working days of eligibility determination; and
- 2.3.7 Use County authorized electronic system to transfer applications files to the File Transfer Protocol Database.
- 2.4 Client assistance. For each applicant qualified to receive services, Awardee will:
 - 2.4.1 Prepare payment vouchers for the issuance of direct assistance checks to landlords, mortgagers, and utility companies on behalf of clients determined eligible under STCS/TANF, LIHEAP, CSBG or EEIP;
 - 2.4.2 Maintain complete and accurate records of all financial transactions in full compliance with State of Arizona and federal accounting and fiscal management requirements;
 - 2.4.3 Identify applicants who need case management assistance and provide case management assistance pursuant to the current matrix of Self-Sufficiency Standards;
 - 2.4.4 Accept referrals from the Pima County Community Action Agency for individuals County has determined need of case management services;
 - 2.4.5 As appropriate, refer clients to other resources within the community;
 - 2.4.6 Document the outcome of any referrals in client files; and
 - 2.4.7 Sixty (60) days from the date of application follow-up with each client household to determine if the funding provided has helped the household to return to self-sufficiency. Document results in client's file.
- 2.5 Records and reports. Awardee will:
 - 2.5.1 Maintain accurate applicant, client and case management records in a secure environment to ensure complete confidentiality;
 - 2.5.2 Provide monthly financial and program reports to County;
 - 2.5.3 Assist County in providing reports and other required information to ADES/DAAS relating to the performance and impact of this program; and
 - 2.5.4 Provide an annual audit of agency finances as required in **Section 20.0 – AUDIT REQUIREMENTS** of the Agreement.
- 2.6 In addition to carrying out the duties and responsibilities set forth above, Awardee will adhere to the Specific Fund Source Requirements set forth in **Exhibit B**.
- 2.7 Policies and Procedures. Awardee will:
 - 2.7.1 Not impose any fees or charges of any kind upon recipients of contract services, unless specifically set forth herein and allowed by the funding source. Awardee must ensure that any subcontractors or other entities action on Awardee's behalf adhere to this requirement.
 - 2.7.2 Have and follow a written confidentiality policy and grievance process that will provide all applicants and participants with the opportunity for a fair hearing for grievances.
 - 2.7.3 Advise all applicants and participants of the right to present to the County and/or to the State any grievances arising from the delivery of contracted services, including but not limited to, ineligibility determination, service reduction, suspension and/or termination from program participation, or quality of service.
 - 2.7.4 **No payments will be made to Awardee under this Agreement unless and until Awardee has provided the Pima County Community Action Agency with copies of the following:**
 - 2.7.4.1 Client Grievance Procedures;

- 2.7.4.2 Confidentiality Policy; and
- 2.7.4.3 Non-Discrimination Policy.

3.0 CLIENT INCOME GUIDELINES

To be eligible for services under this Agreement, household income must not exceed the applicable income caps established by HHS for ADES/DAAS. Income requirements in effect on the effective date of this Agreement are attached as **Exhibits B-1** through **B-4**. Income guidelines may be changed during the term of this Contract by the awarding agency. County will endeavor to provide Awardee with written notice of such changes, but Awardee is responsible for insuring that the guidelines in effect at any point in time are used for eligibility determinations.

4.0 MONITORING & EVALUATION

- 4.1 County, State and federal agencies may monitor all activities of and information sources in Awardee’s and any subcontractor’s management, fiscal, and service system relating to performance of duties and obligations under this Contract. Awardee must ensure that all subcontractors are made aware of this provision and agree to such monitoring. Reviews will be conducted to ensure that Awardee is:
 - 4.1.1 Making adequate and acceptable progress;
 - 4.1.2 Maintaining adequate and acceptable systems, facilities, and fiscal practices;
 - 4.1.3 Using funds effectively and efficiently to accomplish the purposes for which funds were provided; and
 - 4.1.4 For any other purpose determined by the County or funding agencies to be necessary.
- 4.2 Awardee will cooperate with the monitoring entity.

5.0 IDENTIFICATION OF FUNDING

- 5.1 All advertisements, real property, publications, printed and other materials, which are produced by the Awardee and refer to services funded under this Contract must clearly and conspicuously state:
 - Funded by: Arizona Department of Economic Security
U.S. Department of Health and Human Services/
Office of Community Services
Pima County Board of Supervisors
- 5.2 Reference to Pima County must be at least as prominent as other credited funding sources.

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6.0 BUDGET

6.1 Approved Budget

For services provided July 1, 2018 through June 30, 2019, Awardee will be paid in accordance to the following table:

Budget Line Item	Projected STCS/TANF	Projected CSBG	Projected EEIP	Projected LIHEAP	TOTAL
Operating Budget					
Salaries/Fringe Benefits	\$14,219.00	-0-	-0-	\$7,200.00	\$21,419.00
Rent/Utilities	-0-	-0-	-0-	-0-	-0-
Travel	-0-	-0-	-0-	-0-	-0-
Materials & Supplies	-0-	-0-	-0-	-0-	-0-
Operating Services	-0-	-0-	-0-	-0-	-0-
Administrative Expenses (10% limit)	\$11,791.00	-0-	-0-	\$800.00	\$12,591.00
Total Operating Budget	\$26,010.00	-0-	-0-	\$8,000.00	\$34,010.00
Other Allocation(s)					
*Client Vouchers	\$57,000.00	\$28,000.00	\$6,900.00	-0-	\$91,900.00
TOTAL BUDGET	\$83,010.00	\$28,000.00	\$6,900.00	\$8,000.00	\$125,910.00

*STCS/TANF funds will be used to administer client vouchers.

6.2 Service Summary

For July 1, 2018 through June 30, 2019, Awardee will serve the following number of households through the funding sources:

CLIENT FUNDING SOURCE	ESN Code	NUMBER OF HOUSEHOLDS
STCS/TANF	49	63
CSBG	97	35
EEIP	66	7
LIHEAP	77	200
TOTAL		305

END OF EXHIBIT A

EXHIBIT B
SPECIFIC FUND SOURCE REQUIREMENTS

- A. For activities supported with STCS/TANF funds the following additional requirements apply:
1. ***Refer to the ADES/DAAS Policy and Procedure Manual concerning STCS/TANF funding.***
 2. Awardee will comply with all Arizona State eligibility and assistance regulations, which are contained in the State of Arizona Department of Economic Security Program and Policy Procedures Handbook (FY2013) and STCS/TANF program.
 3. Awardee will complete an EN-005 application, "Application for Services" for each client applying for STCS/TANF and will provide assistance only to those clients meeting STCS eligibility requirements **(125% of Federal Poverty Guidelines, 150% if there is an elderly (60 years or older or disabled individual in household)). (Exhibit B-1)**
 4. Awardee must provide a process for clients to appeal STCS/TANF decisions to the Awardee's Director or other designated official and must notify all applicants in writing, of that process.
 5. Awardee must use STCS/TANF funds to supplement other emergency assistance resources.
 6. Awardee must identify and use other resources before turning to STCS/TANF funds and must establish consistent internal priorities for use of STCS/TANF funds.
 7. Awardee will use the current Self-Sufficiency Matrix (SSM) **(Exhibit B-5)** on all households applying for and receiving STCS/TANF funding provided by Pima County.
 8. Awardee is responsible for the data entry of all applications, and the SSM (Exhibit B-5) into the ESN or other county approved databases. All applications will be entered within three (3) days to eliminate duplication of services. The agency will be responsible for reimbursement to County for any applicants receiving duplicate payments from the same fund source.
- B. For activities supported with CSBG funds the following additional requirements will apply:
1. All CSBG legislation requirements.
 2. CSBG funds can be used for emergency rent or mortgage assistance. CSBG funds cannot be use for utility assistance.
 3. Awardee will comply with CSBG eligibility and income guidelines. **(Exhibit B-2).**
 4. Awardee will complete an EN-005 application, "Application for Services" for each client applying for CSBG and will provide assistance only to those clients meeting CSBG eligibility requirements **(125% of Federal Poverty Guidelines, 150% if there is an elderly (60 years or older or disabled individual in household)). (Exhibit B-1 and B-2)**
 5. Within two (2) working days of application, Awardee will provide a written "Notice of Decision" letter to all applications for CSBG.
 6. Awardee must provide a process for clients to appeal CSBG decisions to the Awardee's Director or other designated official and must notify all applicants in writing, of that process.
 7. Awardee will use CSBG funds to supplement other emergency assistance resources.
 8. Awardee will identify and use other resources before turning to CSBG funds and will establish consistent internal priorities for use of CSBG funds.
 9. Awardee will use the current SSM **(Exhibit B-5)** on all households applying for and receiving CSBG funding provided by Pima County.

10. Awardee is responsible for the data entry of all applications, and the SSM (**Exhibit B-5**) into the ESN or other county approved databases. All applications will be entered within three (3) days to eliminate duplication of services. The agency will be responsible for reimbursement to County for any applicants receiving duplicate payments from the same fund source.
- C. For activities supported with LIHEAP, Home Energy Assistance Fund (HEAF) and/or Arizona Community Action Agency (ACAA) funds the following additional requirements will apply:
1. Agency staff must complete training prior to processing utility assistance applications.
 2. *Refer to the ADES/DAAS Policy and Procedure Manual concerning LIHEAP and/or ACAA Home Energy Assistance Fund (HEAF) Policy Manual.*
 3. Agencies will review ESN and ACAA Grants Management System (GMS) databases to verify prior utility assistance status.
 4. LIHEAP or HEAF funds can be used for energy bill payments including but not limited to electric, gas, propane, wood, coal, and pellets.
 5. Payments may be made to landlords if utilities included in rent payment.
 6. Agency will submit only applications meeting LIHEAP and/or HEAF requirements. (**Exhibits B-1, B-2, B-3, and B-4**)
 7. Within two (2) working days of application, Awardee will provide a “Notice of Decision” letter to all applications.
 8. Awardee must provide a process for clients to appeal LIHEAP/HEAF decisions to the Awardee’s Director or other designated official and must notify all applicants in writing, of that process.
 9. Awardee will use the current SSM (**Exhibit B-5**) on all households applying for and receiving LIHEAP/HEAF funding provided by Pima County.
 10. Awardee is responsible for the data entry of all applications, and the SSM (**Exhibit B-5**) into the ESN or other approved county databases. All applications will be entered within three (3) days to eliminate duplication of services.
 11. Awardee will use County authorized electronic system to transfer application files.
 12. Awardee may be authorized to provide payment guarantees to utility companies pending quality control review by Pima County and acceptance of authorization by utility company.
- D. For activities supported with Emergency Eviction Intervention Program (EEIP), the following additional requirements will apply:
1. Assisted households must have a written late notice or a court-eviction summons, eviction judgment or past due mortgage statement.
 2. Assisted households must demonstrate that their financial crisis is temporary and that they will be able to pay future rent or mortgage if they receive EEIP assistance.
 3. Assistance must be essential to prevent homelessness. Households with other available resources are not eligible.
 4. Assistance may be given to pay a current landlord to prevent eviction or for deposit and rent needed to move into more affordable housing. Assistance may not be given for both situations.
 5. Assistance is limited to a one-month amount for rent or mortgage payment.
 6. EEIP funds are limited to \$1,000 per household.
 7. Assistance may be provided to households receiving TANF or General Assistance grants.

8. Assistance may include payment of utilities if included in rent not-to-exceed \$1,000 total.
9. Awardee will complete an EN-005 application, "Application for Services" for each client applying for EEIP and will provide assistance to those clients meeting 125% of Federal Poverty Guidelines or 150% if there is an elderly 60 years or older or disabled individual in household. **(Exhibits B-1 and B-2). Households with income up to 200% of Federal Poverty Guidelines may be assisted with documented proof of crisis** (Exhibit B-4).
10. Awardee will assign a case manager to all clients and will provide each client with case management, which meets state service specifications.
11. Awardee will provide a process for clients to appeal decisions within Awardee's organization and will notify all applicants in writing of that process.
12. The Self-Sufficiency Matrix provided by the Community Action Agency must be used on all clients receiving EEIP assistance. Awardee is responsible for the data entry of all applications, SSM **(Exhibit B-5)** into the ESN data base.
13. Awardee is responsible for checking the ESN or other county approved databases to ensure that applicants will not receive a duplicate payment. The Awardee will be responsible for reimbursement to County for any applicants receiving duplicate payments.

D. Case Management Requirements

1. Staffing funds will be used for salary, fringe and operating expenses of a case manager to be hired upon County approval of this Agreement, subject to the following:
2. The case manager will not supplant an existing position for which funds are already available.
3. The case manager will be employed at least 50% of time with exact percentage negotiable according to a detailed budget which will be approved by the Pima County Community Services Department Director or the Program Manager of the Community Action Agency.
4. The case manager will have a Bachelor's Degree or Master's Degree in Social Work or related field, or one year of case management experience.

- E. Only case management funds, and not more than 10% of such funds, may be used for general overhead or other indirect administrative expense associated with performance of this Agreement.

Arizona Department of Economic Security - Division of Aging and Adult Services (DAAS)

Community Action Programs and Services

Income Thresholds for Community Action Program Services - Effective July 1, 2018 - June 30, 2019 - Updated - Rev 3/28/18

Federal Poverty Guidelines (FPG) - Income thresholds for the last 30 days by percent of FPG														
Number of Household Members>>	1	2	3	4	5	6	7	8	9	10	11	12	For>12 Add	
0%-75% of Poverty = At or under 75% of the FPG	\$758	\$1,028	\$1,298	\$1,568	\$1,838	\$2,108	\$2,378	\$2,648	\$2,918	\$3,188	\$3,458	\$3,728	\$270	
76%-100% of Poverty = Above 75% and at or below 100% of FPG. FYI - for reporting and programs with an income limit of 100% of poverty.	\$1,011	\$1,371	\$1,731	\$2,091	\$2,451	\$2,811	\$3,171	\$3,531	\$3,891	\$4,251	\$4,611	\$4,971	\$360	
101%-125% of Poverty = Above 100% and at or below 125% of FPG. Threshold for: NHN, STCS, CSBG clients aged 59 and under without disabilities. For CSBG/STCS clients 60+ or persons with disabilities see: 126%-150% of Poverty below.	\$1,264	\$1,714	\$2,164	\$2,614	\$3,064	\$3,514	\$3,964	\$4,414	\$4,864	\$5,314	\$5,764	\$6,214	\$450	
126%-150% of Poverty = Above 125% and at or below 150% of FPG. Threshold for: STCS, NHN and CSBG HH with one or more members aged 60+, or persons with disabilities. FOR LIHEAP SEE BELOW.	\$1,517	\$2,057	\$2,597	\$3,137	\$3,677	\$4,217	\$4,757	\$5,297	\$5,837	\$6,377	\$6,917	\$7,457	\$540	
LIHEAP ONLY - Income Thresholds by Household Size														
Number of Household Members>>	1	2	3	4	5	6	7	8	9	10	11	12	For>12 Add	
The household income limit for the last 30 days for LIHEAP is 60% of SMI for households sized 6 and under. For households sized 8 and over, the income limit is 150% of FPG	\$1,865	\$2,438	\$3,012	\$3,586	\$4,160	\$4,734	\$4,949	\$5,297	\$5,837	\$6,377	\$6,917	\$7,457	\$540	
	Income limits for LIHEAP households sized 7 and under using 60% of State Median Income							Income limits for LIHEAP households sized 8 and over (using Federal Poverty Guidelines)						
LIHEAP ONLY - Energy Points for Income by Household Size														
Number of Household Members>>	1	2	3	4	5	6	7	8	9	10	11	12	For>12 Add	
To determine energy points based upon poverty level		Using 60 % SMI						Using 150% FPG						
A) 5 points	At or below 25% of 60% of SMI, or 150% of FPG for households sized 8 or more >>	\$466	\$609	\$753	\$896	\$1,040	\$1,183	\$1,237	\$1,324	\$1,459	\$1,594	\$1,729	\$1,864	\$135
B) 4 points	Above 25% and up to 50% of 60% of SMI, or above 150% for households sized 7 or more >>	\$932	\$1,219	\$1,506	\$1,793	\$2,080	\$2,367	\$2,474	\$2,648	\$2,918	\$3,188	\$3,458	\$3,728	\$270
C) 3 points	Above 50% and up to 75% of 60% of the SMI >> or above 150% for households sized 7 or more	\$1,398	\$1,829	\$2,259	\$2,689	\$3,120	\$3,550	\$3,712	\$3,973	\$4,378	\$4,783	\$5,188	\$5,593	\$405
D) 2 points	Above 75% of 60% of SMI or above 150% of FPG for households sized 7 or more. >>	\$1,865	\$2,438	\$3,012	\$3,586	\$4,160	\$4,734	\$4,949	\$5,297	\$5,837	\$6,377	\$6,917	\$7,457	\$540



**COMMUNITY ACTION AGENCY
2019 FEDERAL POVERTY INCOME GUIDELINES
Gross Monthly Income
To be used to determine eligibility for Community Services Block Grant Funds (CSBG)
Effective July 1, 2018 – June 30, 2019**

Family Size	125%	150% 60 & Older or Disabled in Household
1	\$1,264	\$1,517
2	\$1,714	\$2,057
3	\$2,164	\$2,597
4	\$2,614	\$3,137
5	\$3,064	\$3,677
6	\$3,514	\$4,217
7	\$3,964	\$4,757
8	\$4,414	\$5,297
9	\$4,864	\$5,837
10	\$5,314	\$6,377
11	\$5,764	\$6,917
12	\$6,214	\$7,457

For each additional Household Member Add:

\$450	\$540
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Figures derived from information dated March 28, 2018 from Arizona Department of Economic Security, Division of Aging & Adult Services Community Services Unit.

I, _____, declare that I meet the above income guidelines under Household Size _____. I am also aware of the Agency's Grievance Procedures, Confidentiality Policy, and Release of Information Policy.

Signature & Date

COMMUNITY SERVICES, EMPLOYMENT AND TRAINING DEPARTMENT
2797 E. Ajo Way
Tucson, AZ 85713
(520) 724-7700 • Fax (520) 724-6796





Department of Economic Security (DES)

Division of Aging and Adult Services (DAAS) SFY 2018 Simplified LIHEAP Income Chart

Effective July 1, 2018 to June 30, 2019

Revised 3/15/18

NEW for SFY 2019: 60 percent of State Median Income (SMI) is used for households sized 7 and under

NEW for SFY 2019: 150 percent of Federal Poverty Guideline (FPG) is used for households sized 8 and over

<u>Household Size</u>	<u>Use 60 % SMI</u>	<u>30 Day Gross Income Limit</u>
1		\$1,865
2		\$2,438
3		\$3,012
4		\$3,586
5		\$4,160
6		\$4,734
7		\$4,949
	Use 150% FPG	
8		\$5,297
9		\$5,837
10		\$6,377
11		\$6,917
12		\$7,457
For each additional household member, add \$540		

3/15/18

Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines (FPG) - Income thresholds for the last 30 days by percent of FPG
FY2018 (July 1, 2017 - June 30, 2018) – To be updated July 1, 2018

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
100%	\$1,005	\$1,353	\$1,702	\$2,050	\$2,398	\$2,747	\$3,095	\$3,443	\$3,791	\$4,139	\$348
150%	\$1,508	\$2,030	\$2,553	\$3,075	\$3,597	\$4,121	\$4,643	\$5,165	\$5,687	\$6,209	\$522
200%	\$2,010	\$2,706	\$3,404	\$4,100	\$4,796	\$5,494	\$6,190	\$6,886	\$7,582	\$8,278	\$696

updated 5/09/2017

Client name: _____ Client ID#: _____ Intake Specialist: _____ Date: _____

	In Crisis	Vulnerable	Safe	Stable -Building Capacity	Empowered/ Thriving
	1 - 2	3 - 4	5 - 6	7 - 8	9 - 10
Housing	Homeless (1) ***** In an emergency shelter (2)	Legal threat of eviction (5-day notice, writ) (3) ***** Transitional/temporary housing (friends/relatives) and/or current rent is unaffordable or unsafe (4)	In stable housing that is marginally safe or adequate (5) ***** In stable housing that is marginally affordable (6)	Household is in safe subsidized housing (7) ***** Household is in safe, affordable, un subsidized housing (8)	Household is in safe, affordable, unsubsidized rental housing of choice (9) ***** Household is in safe, affordable, home they own (10)
Income	No income and no prospects of income (1) ***** No income with prospects/pending income (2)	Inadequate income and spontaneous or inappropriate spending – bills often delinquent (3) ***** Inadequate income with appropriate spending (4)	Can meet basic needs with multiple subsidies – Food Stamps, childcare, AHCCCS (5) ***** Can meet basic needs with minimal subsidies/assistance (6)	Can meet basic needs without subsidies but has some money management issues (7) ***** Can meet basic needs without subsidies and has appropriate spending & money management (8)	Income is sufficient and well managed (9) ***** Income is sufficient, well managed, has discretionary income and is able to save (10)
Utilities	One or more utilities shut off – history of shut-off's or homeless (1) ***** Needs utility deposit to connect utilities in new residence (2)	Door hanger or imminent shut-off (3) ***** Disconnect notice or 5-day notice if utilities included in rent (4)	Utility bills past due with a history of late payments and/or carrying balance over from month to month (5) ***** Utility bills past due (6)	Utility bills are current with past history of late payments or shutoff's (7) ***** Utilities included in rent and rent is current (8)	Almost always able to pay utility payments on time (9) ***** Always able to make utility payments on time and utility costs affordable (10)
Food	Has no food or subsidies and limited ability/means to prepare or cook food (1) ***** Has no food or subsidies (2)	Unable to meet basic food needs –unaware of food stamp program or other food subsidies (3) ***** Total reliance on food stamps or other food	Eligible for partial food stamps or subsidies but not receiving them. (5) ***** Receives partial food stamps or subsidies to meet basic food needs	Can usually meet basic food needs - receives occasional food assistance(7) *****	Can choose to shop at store of choice (9) ***** Can shop at store of choice and purchase any food items desired (10)

		subsidies to meet basic needs. (4)	(6)	Can meet all basic food needs without assistance (8)	
Employment	Unemployed and unable to work (1) ***** Unemployed, not seeking employment (2)	Unemployed with limited job skills/work history and/or poor work history; seeking employment (3) ***** Unemployed, good work history/skills, seeking employment (4)	Under-employed for skill/educational level or temp job (5) ***** Working less than 32 hours per week (6)	Employed 32+ hours weekly with adequate pay but no benefits (7) ***** Employed 32 + hours per week, adequate pay and opportunities for building skills (8)	Employed 32+ hours wkly good pay w/ benefits (9) ***** Employed 32+ hours per week in field of choice, good pay w/ benefits, opportunities for advancement, stable employer (10)
Mobility	No means of transportation and not near a bus route (1) ***** Inoperable vehicle or lacks money for bus (2)	Transportation is unreliable, unaffordable or heavy reliance on friends or family (3) ***** Has a vehicle but no insurance and/or license –Reliance on bus tickets (4)	Transportation is available but limited (5) ***** Transportation is inconvenient – takes a long time or more than one transfer (6)	Transportation is generally available and reliable for basic needs; vehicle is not insured or may be in need of repairs (7) ***** Transportation is generally available and reliable for basic needs (8)	Transportation is readily available and affordable for all needs (9) ***** Transportation is readily available and affordable and client has alternative methods of transportation or multi-vehicle family. (10)
Health Care	No medical coverage with immediate unmet health (1) ***** No means to fill immediate needed prescriptions (2)	No medical insurance coverage –no current health issues (3) ***** Some household members have medical coverage (4)	Household covered by Federal/State medical insurance programs (5) ***** Receives services on a sliding fee scale or accesses occasional prescription/medical assistance (6)	Household covered by unaffordable private insurance (7) ***** Able to afford private insurance and obtain medical care when needed, but strains budget (8)	Affordable private coverage for medical insurance with low co-pays and deductibles (9) ***** Affordable private medical coverage with low co-pays and deductibles; dental and prescription coverage also available (10)

<p>Community/ Family</p>	<p>Abusive relationships, child domestic violence, child abuse/neglect (1)</p> <p>*****</p> <p>Little family, friends, church or community support – socially isolated (2)</p>	<p>Poor parenting/relationship skills – Unaware of negative family dynamics (3)</p> <p>*****</p> <p>Marginal parenting/relationship skills (4)</p>	<p>Family members open to working towards resolving issues (5)</p> <p>*****</p> <p>Family members have begun to receive assistance – entered case management, or have taken steps to improve family functioning (6)</p>	<p>If domestic violence or child abuse, separated from the abuser, acknowledges problem (7)</p> <p>*****</p> <p>Actively participating in counseling or supportive services, if needed. (8)</p>	<p>Good parenting/relationship skills (9)</p> <p>*****</p> <p>Good parenting/relationship skills; strong immediate and extended family relations and support, actively involved in the community (10)</p>
<p>Education</p>	<p>Less than 8th grade education – no GED - learning disabled, literacy problems or language barriers (1)</p> <p>*****</p> <p>Less than 8th grade education – no GED (2)</p>	<p>Completed some high school – limited reading and writing ability - no diploma or GED (3)</p> <p>*****</p> <p>Completed some high school – no GED (4)</p>	<p>GED (5)</p> <p>*****</p> <p>High school graduate (6)</p>	<p>Currently attending vocational training, college, or certification program (7)</p> <p>*****</p> <p>Completed Associate's degree, vocational training/certification program (8)</p>	<p>Bachelor's Degree (9)</p> <p>*****</p> <p>Advanced degree or completed college and has specialized certification. (10)</p>
<p>Childcare</p>	<p>Childcare not available (1)</p> <p>*****</p> <p>Childcare not accessible or child ineligible (2)</p>	<p>Childcare is unaffordable (3)</p> <p>*****</p> <p>Childcare is unreliable or unsafe (4)</p>	<p>Affordable, subsidized childcare is available but has barriers -limited hours, difficult to access, etc. (5)</p> <p>*****</p> <p>Affordable, subsidized childcare is available – no barriers (6)</p>	<p>Reliable, affordable childcare is available – with or w/out subsidy (7)</p> <p>*****</p> <p>Reliable extended family or friend provides childcare (8)</p>	<p>Able to choose and afford quality childcare of choice (9)</p> <p>*****</p> <p>Able to choose and afford quality childcare of choice and has one or more back-up plans (10)</p>