



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 8/5/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Department of Economic Security

***Project Title/Description:**

Community Action Services Program

***Purpose:**

The Community Action Services Program (CASP) offers a wide array of programs and services in both rural and urban areas, aimed at reducing poverty, revitalizing low-income communities, and empowering low-income families and individuals to achieve economic independence. Pima County receives federal and state funding from the Arizona Department of Economic Security (ADES) to provide rent, mortgage, and utility assistance, as well as case management and navigation services to low-income individuals and families who are at risk of eviction or homelessness. These services not only provide immediate assistance but also evaluate the needs of low-income clients to identify the incremental steps they must take towards achieving self-sufficiency. Beyond direct assistance, the services offered include coordination, community services, case management, and navigation assistance.

The CASP Intergovernmental Agreement (IGA) encompasses three federal funding sources: Short Term Crisis Services/Temporary Assistance To Needy Families (STCS/TANF), Low Income Home Energy Assistance Program (LIHEAP), and the Community Services Block Grant (CSBG), in addition to the state fund - Neighbors Helping Neighbors (NHN). Currently, we have been awarded funding for the first quarter (July 1, 2025 - September 30, 2025) of the State Fiscal Year (SFY) 2026, awaiting the final appropriations for SFY 2026.

The NHN allocation of \$1,552.50 offers utility assistance and energy education to individuals and families in need to prevent utility disconnection and homelessness.

Utility assistance services provided under this contract align with Pima County Budget Pillar 2 - Improve the Quality of Life and Prosperity Initiative Policy 3 - Improve Housing Stability.

Attachment: DI25-002433

NHN does not allow indirect costs.

***Procurement Method:**

The grant award was reviewed and signed by the Pima County Attorney's Office.

***Program Goals/Predicted Outcomes:**

The program goal is to alleviate poverty through navigation and case management and by providing emergency services.

***Public Benefit:**

The benefit of the NHN Program is to assist Pima County residents with utility assistance, weatherization, and energy education.

***Metrics Available to Measure Performance:**

Monthly case management and navigation reports, quarterly Results Oriented Management & Accountability (ROMA) reports, CSBG Annual Report and the Community Action Plan.

***Retroactive:**

Yes, to July 1, 2025 to coincide with the term of the award. The County received the IGA and funding alert from ADES on June 30, 2025. The next available Pima County Board of Supervisors meeting the IGA could be placed on is August 5, 2025. If the IGA is not approved, eligible individuals and families would not receive emergency services.

GMI approves
7/17/2025
KBW

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

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

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

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

If Yes, is the Contract to a vendor or 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 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ 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: Grant Department Code: CWD Grant Number (i.e., 15-123): 93453

Commencement Date: 7/1/25 Termination Date: 6/30/30 Amendment Number: N/A

☐ Match Amount: \$ ☒ Revenue Amount: \$ 1,552.50

***All Funding Source(s) required:** U.S. Department of Health and Human Services Neighbors Helping Neighbors (NHN)

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

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

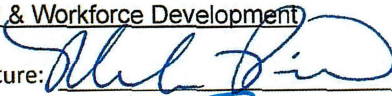
***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**
Passed through Arizona Department of Economic Security

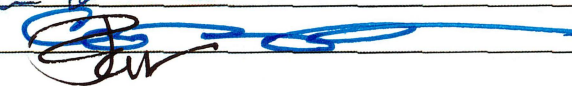
Contact: Manira Cervantes/Rise Hart

Department: Community & Workforce Development

Telephone: 724-5710/724-5723

Department Director Signature: 

Date: 7/15/2025

Deputy County Administrator Signature: 

Date: 7/21/2025

County Administrator Signature: _____

Date: 7/21/2025

Community Action Network Funding Formula
Proposed Funding Components
Fund Source - NHN (Q1 Funding \$10,000)

NHN
SFY 2026

SFY 26-I

District	Agency		Served	5%		95%		% of Total Allocation	3 Month Total Allocation	SFY 2026 Allocation
				Funds distributed based on urban or rural status	% of Allocation based on urban/rural status	Funds distributed based on % of persons @ or below 125% of poverty	2020 census % of persons @ or below 125% of poverty			
District 1										
	CITY OF GLENDALE		Maricopa/Glendale	\$ -	0.00%	\$ 420	4.42%	4.20%	\$ 419.50	\$ 419.50
	CITY OF PHOENIX		Maricopa/Phx	\$ -	0.00%	\$ 2,905	30.58%	29.05%	\$ 2,905.25	\$ 2,905.25
	MARICOPA COUNTY		Maricopa/balance	\$ 18	3.49%	\$ 1,710	18.00%	17.28%	\$ 1,727.50	\$ 1,727.50
	MesaCAN		Maricopa/Mesa	\$ -	0.00%	\$ 655	6.89%	6.55%	\$ 654.75	\$ 654.75
District 2										
	PIMA COUNTY		Pima/balance	\$ 10	1.95%	\$ 1,543	16.24%	15.53%	\$ 1,552.50	\$ 1,552.50
District 3										
	COCONINO COUNTY		Coconino	\$ 35	6.98%	\$ 167	1.76%	2.03%	\$ 202.50	\$ 202.50
	NACOG	Totals		\$ 96		\$ 461		5.57%	\$ 557.00	\$ 557.00
			Apache	\$ 6	1.31%	\$ 31	0.33%		\$ 37.78	
			Navajo	\$ 28	5.56%	\$ 133	1.40%		\$ 160.95	
District 4			Yavapai	\$ 62	12.35%	\$ 296	3.12%		\$ 357.97	
	WACOG	Totals		\$ 153		\$ 733		8.86%	\$ 885.75	\$ 885.75
			La Paz	\$ 4	0.77%	\$ 19	0.20%		\$ 22.46	
			Mohave	\$ 70	14.04%	\$ 337	3.54%		\$ 406.89	
District 5			Yuma	\$ 79	15.74%	\$ 378	3.97%		\$ 456.13	
	CAHRA		Pinal	\$ 104	20.75%	\$ 498	5.24%	6.01%	\$ 601.25	\$ 601.25
District 6										
	GILA COUNTY		Gila	\$ 14	2.85%	\$ 68	0.72%	0.83%	\$ 82.75	\$ 82.75
District 6										
	SEACAP	Totals		\$ 71		\$ 340		4.11%	\$ 411.25	\$ 411.25
			Cochise	\$ 39	7.79%	\$ 187	1.97%		\$ 225.65	
			Graham	\$ 9	1.76%	\$ 42	0.44%		\$ 51.03	
			Greenlee	\$ 3	0.53%	\$ 13	0.13%		\$ 15.56	
Totals			Santa Cruz	\$ 21	4.11%	\$ 99	1.04%		\$ 119.20	
				\$ 500	100%	\$ 9,500	100%	100%	\$ 10,000.00	\$ 10,000.00

NHN

5% Rural	\$ 500.00	\$ 500.00
95% Poverty	\$ 9,500.00	\$ 9,500.00
Total	\$ 10,000.00	\$ 10,000.00

Scope of Work	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433	
Description: Community Action Services Program	

CONTRACTOR IS STRONGLY ENCOURAGED TO READ THE ENTIRE CONTRACT.

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Scope of Work

1. ADES Mission and Vision Statements

- 1.1 ADES Mission: To strengthen individuals, families, and communities for a better quality of life.
- 1.2 ADES Vision: A thriving Arizona.

2. Purpose

- 2.1 Purpose Statement: To provide 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 Funding: Fund sources that support the services include the Community Services Block Grant (CSBG), Federal Energy Regulatory Commission (FERC), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN), and others as may be available.

3. Service Description

- 3.1 Taxonomy Definition: **Community Action Services Program**: Services provide assistance and assess the needs of low-income Clients to determine the incremental steps the Client must take to move toward economic Self-sufficiency. Services available include but are not limited to: coordination, community services, case management, utility assistance, and weatherization.
- 3.2 Actual Service Description: Services include Community Services and Case Management Services for Utility Assistance, Short-Term Crisis Services (STCS), Social Services, Community Navigation Services, and Transportation.
 - 3.2.1 **Community Services**: Services that are provided with the objective to:
 - 3.2.1.1 Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty;
 - 3.2.1.2 Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
 - 3.2.1.3 Utilize innovative and effective community-based approaches to attacking the causes of poverty and of community breakdown;
 - 3.2.1.4 Maximize the participation of individuals with low income to empower them to respond to the unique problems and needs within their communities; and
 - 3.2.1.5 Broaden the resource base of programs directed to the elimination of poverty.
 - 3.2.2 **Case Management Services**: Services that provide 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 (STCS), utility assistance services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities. Components of Case Management include, but not limited to:
 - 3.2.2.1 Assist individuals and/or families with utility assistance, weatherization, and energy education, funded by the Low-Income Home Energy Assistance Program (LIHEAP) Grant and Neighbors Helping Neighbors (NHN);

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- 3.2.2.2 Assist families with children through temporary assistance who have an emergent need with STCS, funded by the Temporary Assistance to Needy Families (TANF) Grant;
- 3.2.2.3 Assist individuals and/or families with Case Management Services, housing services, informational and referral, legal services, transportation services, and other social services, funded by the Social Services Block Grant (SSBG);
- 3.2.2.4 Assist individuals and/or families at risk of utility instability through the Community Resource Navigator Services, funded by LIHEAP; and
- 3.2.2.5 Assist individuals and families in obtaining various types of transportation for specific needs, funded by the Social Services Block Grant (SSBG).

4. Definitions

- 4.1 Client: An eligible individual who meets the requirements for a particular service or program as outlined under state and federal law.
- 4.2 COATES: Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.
- 4.3 CSBG Act: The Community Services Block Grant Act (42 U.S.C. § 9901 et seq.), as amended by Public Law 105-285.
- 4.4 Community Action Agency (CAA): A designated eligible entity as described under the federal Community Services Block Grant Act.
- 4.5 Community Action Program Plan: A document submitted by Community Action Agencies to the Division of Community Assistance and Development in order to receive the funding provided under Public Law, Title II, Community Services Block Grant Program, Section 676 and under 42 U.S.C. § 8624(a)(1), Assurance 3 and 4 of the Low Income Home Energy Assistance Program Act.
- 4.6 Community Resource Navigator (Navigator): Assist Clients in obtaining access to LIHEAP in an effort to avoid disruption in housing and/or utility services as well as providing ongoing case management to increase Self-sufficiency.
- 4.7 ID.me: A platform to securely prove and share an identity online.
- 4.8 Life-Threatening Crisis (LTC) Assistance: Applicants who are in need of Life-Threatening Crisis Assistance must meet one of the following conditions: 1) the termination of power or exposure to heat or cold would be dangerous to the health of a Household member, or 2) life supporting equipment used in the home is dependent on utility service for operation of such apparatus.
- 4.9 Linguistically Appropriate and Culturally Relevant: Respect and responsiveness to explicit cultural and linguistic needs of individuals that are 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 by taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.
- 4.10 Low-Income Home Energy Assistance Program (LIHEAP): LIHEAP is available statewide and provides Arizona households with financial relief toward energy bills focused on heating, cooling, or crisis. Assistance includes energy service restoration, past-due obligations, crisis, and portable

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fuels. See prescribed benefit amounts in the Community Services Program Policy and Procedures on the CCSD Community Partner Reference Manual.

- 4.11 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.
- 4.12 Public CAAs: A designated Community Action Agency that is a unit of Local Government such as a municipality, or a County Government.
- 4.13 Qualified Non-Citizen: Qualified non-citizens include lawful permanent residents, asylees, refugees, certain individuals with parole status, those whose deportations are being withheld, those who have been granted conditional entry (prior to April 1, 1980), individuals who are the victims of battery, Cuban/Haitian entrants, and victims of a severe form of trafficking.
- 4.14 Results Oriented Management and Accountability (ROMA): A performance management system prescribed by the Federal Department of Health and Human Services for Community Action Agencies.
- 4.15 Self-sufficiency: The ability of an individual or family to sustain a given status without ongoing support from social service agencies. Self-sufficiency can be personal or economic in nature; Personal self-sufficiency is the possession of physical, mental, emotional, and social resources which are sufficient for ongoing well-being; Economic Self-sufficiency is the possession of economic resources which are sufficient for ongoing solvency at a generally acceptable standard of living.

5. General Requirements

The Contractor shall:

- 5.1 Provide services that are Linguistically Appropriate and Culturally Relevant to the population being served.
- 5.2 Comply with the applicable Community Services Program Policy and Procedures on the CCSD Community Partner Reference Manual located at: <https://des.az.gov/ccsd-community-partner-reference-manual>, 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:
 - 5.2.1 COATES Human Services Reauthorization Act of 1998;
 - 5.2.2 2 CFR 200 – Uniform Administrative Requirements;
 - 5.2.3 Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - 5.2.4 Stewart B. McKinney Homeless Assistance Act;
 - 5.2.5 A.R.S. §46-241.01 - Short Term Crisis Services;
 - 5.2.6 A.R.S. §46-731 - Utility Assistance;
 - 5.2.7 A.R.S. §46-741 - Neighbors Helping Neighbors;

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- 5.2.8 A.R.S. §46-140.01 - Verifying applicants for public benefits; violation; classification; citizen suits;
- 5.2.9 A.R.S. §1-501 - Eligibility for federal public benefits; documentation; violation; classification; citizen suits; court costs and attorney fees; definition and
- 5.2.10 A.R.S. §1-502 Eligibility for state or local public benefits.
- 5.3 Verify and assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of the programs. If it is determined at a later time that a staff member or volunteer has a conflict of interest, the Contractor shall remove the staff member or volunteer from performing services in which a conflict is present immediately.
- 5.4 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
- 5.5 Train all key management personnel, direct service personnel and volunteers on the CCSD Community Partner Reference Manual and provide follow up training as needed to ensure adherence to the policies and procedures. Training shall be conducted in a timely manner by providing training directly or requesting ADES to provide training.
 - 5.5.1 Train appropriate personnel to utilize and complete ADES-approved written or electronic form(s) in accordance with the CCSD Community Partner Reference Manual.
- 5.6 Establish and maintain a written and/or electronic policy and procedure manual that is accessible to all staff that includes all Agreement requirements. A copy of the policy and procedure manual will be required to be submitted to the ADES for review and approval within 60 days of Agreement execution.
- 5.7 Maintain records that protect confidentiality and privacy of Clients and utilize secured storage to store confidential information.
- 5.8 Establish procedures on document retention and destruction and provide to ADES upon request.
- 5.9 Continuously update all procedures to reflect any changes made by ADES, U.S. Department of Health and Human Services (DHHS) Office of Community Services (OCS), and other websites.
- 5.10 Utilize computer back-up and recovery systems and procedures to prevent loss of data required for ADES reports and any disruption or degradation of services.
- 5.11 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.
- 5.12 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
- 5.13 Form local partnerships with community agencies to address the needs of low-income families and individuals.
- 5.14 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.

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- 5.15 Facilitate and participate in education, training, and information seminars, workshops, and conferences.
- 5.16 Participate in conference calls and attend meetings initiated by ADES to receive training or obtain information.
- 5.17 Provide services directly, as allowed, or through subcontractors.
- 5.18 Collect and report required Client data.
- 5.19 Maintain permanent facility locations which offer sufficient Client waiting space or waiting rooms, adequate seating, and restrooms for program applicants.
- 5.20 Maintain documentation of all costs associated with the provision of services.
- 5.21 Document and maintain all Client eligibility and back-up documentation for all expenses as directed in the Special Terms and Conditions Section 40, Records.
 - 5.21.1 Comply and assist ADES with a semi-annual desk audit of files during the Agreement term.
 - 5.21.2 Ensure compliance with all regulations, including the Standards for Documentation of Personnel Expenses including time and effort as outlined in §200.430.
- 5.22 Ensure expenditures are allowable, allocable, and reasonable as required under [2 CFR Part 200.430](#). Additionally verify all purchases, expenses, and expenditures comply with the allowable costs established by the Department of Health and Human Services (DHHS) as outlined in 2 CFR 200.
- 5.23 Not purchase equipment that exceeds \$10,000 without prior ADES approval by utilizing the Contractor's Equipment List (Exhibit A).
 - 5.23.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the Agreement for utilization in the delivery of services.
 - 5.23.2 If equipment is purchased as authorized by this Agreement, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder.
 - 5.23.2.1 Equipment specifically designated within this Agreement, to be purchased in whole or part with the ADES funds, shall be reported in accordance with ADES inventory policies and procedures. The Contractor shall report equipment purchased with Agreement funds to the ADES within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with ADES funds and submit the equipment inventory form to the Department person designated to receive notices.
- 5.24 Provide the following if direct services are being provided by subcontractors:
 - 5.24.1 Contractor must maintain and provide a copy of the formal written contract set in place with their subcontracts in accordance with the Special Terms and Conditions Section 45.
 - 5.24.2 Provide administrative assistance, training, and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.

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- 5.24.3 Require that subcontractors are in compliance with applicable Federal Regulations, State Regulations, CCSD Community Partner Reference Manual, and all requirements of this Agreement.
- 5.24.4 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
- 5.24.5 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor, subcontractor, or ADES.
- 5.24.6 Hold quarterly meetings at a minimum with subcontractors to communicate new developments, discuss problems, share ideas for improvements, and address other identified topic areas.
- 5.25 Utilize Client grievance procedures in accordance with the Community Action section of the [CCSD Grievances Policy](#), to respond timely and effectively to complaints.
- 5.26 Identify service gaps among Client populations and develop and implement services or resources to meet identified needs.
- 5.27 Identify and address Client barriers to receiving services and work towards minimizing and resolving barriers.
- 5.28 Monitor subcontractors for program compliance, in accordance with the CCSD Community Partner Reference Manual.
 - 5.28.1 Create and utilize instruments for monitoring and evaluating subcontractors' performance and compliance with this Agreement.
 - 5.28.2 ADES may request verification of subcontractor contracts as part of the monitoring process.
 - 5.28.3 Conduct at a minimum, on-site contract compliance monitoring of each subcontractor twice during the five (5) year term of this Agreement, to include, but not limited to, facilities, administrative and financial operations, and programmatic service delivery.
- 5.29 Develop and implement a process to improve service and performance of this Agreement in accordance with Section 6.2.
- 5.30 Participate in ADES evaluation studies, when required.

6. Community Services:

6.1 Tripartite Board Requirements

The Contractor shall:

- 6.1.1 Maintain a Tripartite Governing (for Private, non-profit CAAs) or Advisory (for Public CAAs) Board that is structured as follows:
 - 6.1.1.1 One-third of members are elected public officials currently holding office or such officials' representatives.

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- 6.1.1.1.1 If a current elected official (or the representative of one (1) cannot be identified to fill a vacancy on this sector of the board within the timeframe specified Scope of Work Section 6.1.6, a current appointive official (or the representative of one) may serve instead.
- 6.1.1.2 At least one-third of members are low-income representatives, i.e. individuals who are (or have previously been) low-income, reside in the service area that they represent, and have been democratically selected by other low-income representatives residing in the same service area.
 - 6.1.1.2.1 If an individual who is (or has previously been) low-income cannot be identified to fill a vacancy on this sector of the board within the timeframe specified in Scope of Work Section 6.1.6, a non-low-income individual may serve instead provided that he or she meets the other requirements of Scope of Work Section 6.1.1.2 and that the Contractor immediately notifies ADES of the special circumstance.
- 6.1.1.3 The remaining members are representatives of major groups and interests in the community, for example, businesses, social service providers, religious organizations, law enforcement, and educational institutions.
- 6.1.2 Structure the logistics of board meetings to the maximum feasible extent, to enable participation by eligible individuals despite such challenges as scheduling or transportation.
- 6.1.3 Establish and follow written Board procedures and/or bylaws that include at minimum:
 - 6.1.3.1 A specification of the tripartite structure of the Board;
 - 6.1.3.2 The democratic selection process utilized for proper low-income representation.
 - 6.1.3.3 The process by which an individual or organization that considers its organization and/or low-income individuals to be inadequately represented on the Board may petition for adequate representation.
- 6.1.4 Maintain records of Board membership, bylaws, and meeting minutes.
- 6.1.5 Conduct Board meetings at least once per quarter.
 - 6.1.5.1 For public and quasi-governmental CAAs, meetings must conform to Arizona open meeting laws.
- 6.1.6 Fill Board vacancies as soon as possible and within no more than 240 days of the vacancy occurring.
- 6.1.7 Immediately notify the ADES of any Board vacancies that are not filled within 90 days of the vacancy occurring.

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6.2 Results Oriented Management and Accountability (ROMA) Requirements:

The Contractor shall:

6.2.1 Implement practices for continuous organizational growth and improvement in accordance with the ROMA cycle of Assess-Plan-Implement-Achieve-Evaluate. This includes, at a minimum, the following:

6.2.1.1 Assess

6.2.1.1.1 Utilize and complete at least once every three (3) years, the community needs assessment identified in Scope of Work Section 6.3.3.2.

6.2.1.2 Plan

6.2.1.2.1 Complete at least once every five (5) years, a Strategic Plan which contains goals and strategies for addressing needs identified in the community needs assessment.

6.2.1.2.2 Complete, annually, a Community Action Program Plan using the ADES approved software module which identifies specific strategies to be implemented that year toward meeting the goals in the Strategic Plan.

6.2.1.3 Implement

6.2.1.3.1 Take action based on the Strategic Plan and Community Action Program Plan; at least once per year, present updates to the Board on the progress of each.

6.2.1.3.2 Ensure that adequate systems, electronic or otherwise, are in place to allow for accurate collection of outcomes data.

6.2.1.4 Achieve

6.2.1.4.1 Measure and report results accurately in the ADES approved software module.

6.2.1.5 Evaluate

6.2.1.5.1 Analyze results and outcomes data to identify successful and unsuccessful strategies.

6.2.1.5.2 At least once per year, make recommendations to the Board regarding action to be taken based on the analysis conducted.

6.3 Community Services Requirements:

6.3.1 Purpose Statement: To provide a range of services that have a measurable, and major impact on causes of poverty.

6.3.2 Service Description:

6.3.2.1 Community Services are funded by the Community Services Block Grant (CSBG) and funds must be used to further one or more of the three (3) national goals of Community Action:

6.3.2.1.1 Individuals and families with low incomes are stable and achieve economic security;

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- 6.3.2.1.2 Communities where people with low incomes live are healthy and offer economic opportunity; and
- 6.3.2.1.3 People with low incomes are engaged and active in building opportunities in communities.

6.3.2.2 Specific allowable activities are as follows:

- 6.3.2.2.1 Individual and family stabilization: Stabilization consists of activities which provide resources to compensate for Clients' gaps in Self-Sufficiency. Examples include but are not limited to financial assistance activities and the operation of a food bank.
- 6.3.2.2.2 Individual and family empowerment: Empowerment consists of activities which promote the attainment of Economic and/or Personal Self-Sufficiency by individuals and families. Examples include but are not limited to asset-building and mentoring programs.
- 6.3.2.2.3 Community strengthening: Community strengthening consists of activities which improve the health of or create economic opportunities in communities where individuals with low incomes live. Examples include but are not limited to establishing mental health resources and developing affordable housing units.
- 6.3.2.2.4 Community engagement: Community engagement consists of activities which engage individuals and/or organizations in working toward one or more of the three national goals of Community Action. Examples include but are not limited to advocacy, fundraising, and volunteer recruitment.
- 6.3.2.2.5 Other: With the prior written approval of the ADES, CSBG funding may be used for activities not described above but which further one or more of the three national goals of Community Action referenced in Scope of Work Section 6.3.2.1.

6.3.3 Service Requirements

The Contractor shall:

- 6.3.3.1 Maintain (and produce on request) documentation of compliance with the CSBG Organizational Standards promulgated by the federal Office of Community Services in Information Memorandum 138, unless exempted by the ADES.
- 6.3.3.2 Conduct a comprehensive community needs assessment of the designated geographic area served at least once every three (3) years; The assessment will contain, at a minimum:
 - 6.3.3.2.1 Key findings resulting from the community assessment;
 - 6.3.3.2.2 Population/poverty demographics obtained from the US Census Bureau and other valid sources;
 - 6.3.3.2.3 Information obtained from low-income individuals;
 - 6.3.3.2.4 Information obtained from at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions;
 - 6.3.3.2.5 Identify needs or service gaps; and
 - 6.3.3.2.6 Identify community assets/resources.
- 6.3.3.3 Comply with all requirements of Public Law 105-285, as amended, including but not limited to the following:

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- 6.3.3.3.1 Directly or indirectly provide, on an emergency basis, for the provision 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. Cf. P.L. 105-285 §676(b)(4).
- 6.3.3.3.2 CSBG funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility. Cf. P.L. 105-285 §678(F)(a).
- 6.3.3.3.3 Programs funded by CSBG may not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan 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 voters or prospective voters with transportation to the polls or similar assistance with any such election; or any voter registration activity. Cf. P.L. 105-285 §678(F)(b)(2).
- 6.3.3.3.4 No person may, on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against distribution on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity. Cf. P.L. 105-285 §678(F)(c).
- 6.3.3.3.5 Custodial parents in single-parent families that participate in programs, activities, or services funded by CSBG must be informed of the availability of child support services, and eligible parents must be referred to the child support offices of State and local governments. Cf. P.L. 105-285 §678(G)(b).

7. Case Management:

7.1 Utility Assistance Requirements:

- 7.1.1 Purpose: Utility Assistance services aid low-income households in applying for energy benefits, with specific emphasis on households with the lowest income and highest energy burden.
- 7.1.2 Service Description: Allowable Utility Assistance services are as follows:
 - 7.1.2.1 Utility applications for electricity, water, gas, combustible materials for heating a home, or telecommunication services for public use.
 - 7.1.2.2 Temporary emergency shelter (if needed due to energy-related crisis).
 - 7.1.2.3 "Assurance 16" energy education (LIHEAP only—see the CCSD Community Partner Reference Manual for specific requirements governing Assurance 16 activities).

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7.1.3 Service Requirements

The Contractor shall:

- 7.1.3.1 Utilize intake procedures which accommodate applicants who, by virtue of a disability, cannot access or use Contractor's facilities.
- 7.1.3.2 Maintain documentation that appropriate case management staff have received training on the requirements of A.R.S. §46-140.01, A.R.S. §1-501, and A.R.S. §1-502 regarding eligibility for State and local benefits.
- 7.1.3.3 Attend required training session(s) scheduled by ADES.
- 7.1.3.4 Utilize an ADES-approved Application for Services form(s) in determining program eligibility at all service locations.
- 7.1.3.5 Deliver payments as specified in the Community Services Program Policy and Procedures for Community Action Programs, Neighbors Helping Neighbors Policy for Clients to the greatest extent feasible while still preserving program integrity and compliance.
- 7.1.3.6 With prior written approval of ADES, Contractor may implement service policies and methodologies which make the provision of utility assistance and STCS less quick and convenient but which the Contractor believes will ultimately be of benefit to Clients.
- 7.1.3.7 Maintain the ability to transmit payment to any energy vendor on behalf of an eligible Client.
- 7.1.3.8 Develop consistent internal procedures for making payments to utility companies.

7.2 Short-Term Crisis Services (STCS) Requirements

- 7.2.1 Purpose: STCS provides temporary assistance to families with children who have an emergent need that cannot be met immediately with their own income or other resources.

- 7.2.2 Service Description: Allowable services are as follows:

- 7.2.2.1 Temporary shelter at hotels/motels for homeless persons;
- 7.2.2.2 Housing assistance for rent or mortgage assistance, move-in, and eviction prevention;
- 7.2.2.3 Utility assistance for persons with a current or anticipated interruption of heating and/or cooling services; and
- 7.2.2.4 Special needs to secure or maintain employment.

- 7.2.3 Service Requirements:

The Contractor shall:

- 7.2.3.1 Utilize intake procedures which are responsive to households in crisis situations.

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7.2.3.2 Utilize intake procedures which accommodate applicants who, by virtue of a disability, cannot access or use Contractor's facilities.

7.2.3.3 Utilize an ADES-approved Application for Services form(s) in determining program eligibility at all service locations.

7.2.3.4 Deliver payments as specified in the Community Services Program Policy and Procedures for Community Action Programs, STCS Policy for Clients to the greatest extent feasible while still preserving program integrity and compliance.

7.2.3.4.1 With prior written approval of ADES, Contractor may implement service policies and methodologies which make the provision of utility assistance and STCS less quick and convenient but which the Contractor believes will ultimately be of benefit to Clients.

7.2.3.5 Maintain the ability to transmit payment to any energy vendor on behalf of an eligible Client.

7.2.3.6 Develop consistent internal procedures for making payments to utility companies.

7.2.3.7 Maintain documentation that appropriate case management staff have received training on the requirements of A.R.S. §46-140.01, A.R.S. §1-501, and A.R.S. § 1-502 regarding eligibility for State and local benefits.

7.2.3.8 Attend required training session(s) scheduled by ADES.

7.3 **Social Services Requirements:**

7.3.1 Purpose: Social Services provides support for vulnerable populations, including adults and children at risk of abuse and neglect.

7.3.2 Service Description: SSBG funds must be used to further one or more of the following goals for eligible beneficiaries (cf. 42 U.S.C. §1397):

7.3.2.1 Achieve or maintain economic self-support to prevent, reduce, or eliminate dependency;

7.3.2.2 Achieve or maintain Self-sufficiency, including reduction or prevention of dependency;

7.3.2.3 Prevent or remedy neglect, abuse, or exploitation of children and adults unable to protect their own interests or preserve, rehabilitate, or reunite families;

7.3.2.4 Prevent or reduce inappropriate institutional care by providing for community-based care, home-based care, or other forms of less intensive care; and

7.3.2.5 Secure referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

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7.3.3 Service Requirements:
The Contractor shall:

7.3.3.1 Assist individuals with a variety of public services that offer assistance and support to individuals in need and in alignment with the SSBG goals.

7.3.3.2 Utilize intake procedures which accommodate applicants who, by virtue of a disability, cannot access or use Contractor's facilities.

7.3.3.3 Maintain documentation that appropriate case management staff have received training on the requirements of A.R.S. §46-140.01, A.R.S. §1-501, and A.R.S. §1-502 regarding eligibility for State and local benefits.

7.3.3.4 Attend required training session(s) scheduled by ADES.

7.4 Community Resource Navigator Service Requirements:

7.4.1 Purpose: LIHEAP was created to assist individuals at risk of utility instability. The Community Resource Navigator Service assists individuals and families with applying for LIHEAP assistance.

7.4.2 Service Description: Allowable Navigator services are as follows:

7.4.2.1 Assist in completing utility applications for costs related to heating and cooling;

7.4.2.2 Assist Client households to achieve Self-sufficiency, and the reduction of poverty through ongoing case management; and

7.4.2.3 Provide referrals to other agencies or service providers to address household needs regarding poverty reduction and Self-sufficiency.

7.4.3 Service Requirements:
The Contractor shall:

7.4.3.1 Utilize intake procedures which are responsive to households in crisis situations.

7.4.3.2 Utilize intake procedures which accommodate applicants who, by virtue of a disability, cannot access or use Contractor's facilities.

7.4.3.3 Maintain documentation that appropriate case management staff have received training on the requirements of A.R.S. §46-140.01, A.R.S. §1-501, and A.R.S. §1-502 regarding eligibility for State and local benefits.

7.4.3.4 Develop and provide public outreach materials (i.e., email blasts, website announcements, phone calls, brochures, flyers, etc.) to reach potential Clients and share Information about LIHEAP, including eligibility requirements and how to apply.

7.4.3.4.1 All materials must be reviewed and approved by ADES prior to utilization in accordance with the Special Terms and Conditions, Section 2. Advertising, Publishing and Promotion of Contract.

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7.4.3.5 Provide application assistance face-to-face, over the phone, or virtually which may include:

- 7.4.3.5.1 Providing the Client with a computer terminal to complete the application on their own.
- 7.4.3.5.2 Answering questions about program eligibility and the application process.
- 7.4.3.5.3 Entering application data directly into the ADES Housing Stability and Utility Assistance portal on behalf of the Client.
- 7.4.3.5.4 Scanning and uploading required documents if needed.

7.4.3.6 Provide paper applications to potential Clients if requested and be available to assist with questions. After the paper application has been completed, within one business day of receiving the potential Client's information, the Navigator shall enter the information directly into the ADES Housing Stability and Utility Assistance portal on the Client's behalf.

- 7.4.3.6.1 When the contractor uses a separate software to intake Client information and applications, the contractor must enter the applicant into the ADES Housing Stability and Utility Assistance portal within one (1) business day of receiving the Client's information.
- 7.4.3.6.2 Contractor must ensure website and phone messaging direct potential ARAP/LIHEAP Clients to the ADES Housing Stability and Utility Assistance portal if they are able to self-serve.

7.4.3.7 Assist potential Clients complete the ID.me identity verification process upon request. This assistance may include scanning required documents and uploading them to the ID.me website (see www.ID.me.com). In the event that ID.me cannot be utilized, the Navigator shall enter the application directly into the ADES Housing Stability and Utility Assistance portal on behalf of the Client.

7.4.3.8 Attend required training session(s) scheduled by ADES.

7.4.3.9 Include an executive summary of the community resource navigator service implementation process in the annual Community Action Program Plan referenced in Scope of Work Section 9.3.4.

7.4.3.10 In the event of a Life-Threatening Crisis, the Contractor shall:

- 7.4.3.10.1 Assist the Client experiencing a Life-Threatening Crisis by providing the following assistance, as funding and resources are available.
 - a. Upon phone/email notification from ADES, initiate a wellness call or check within eighteen (18) hours.
 - b. Confirm that the Client is facing a Life-Threatening Crisis as specified in 4.8.
 - c. Refer Clients to weatherization for items such as portable heaters, air conditioners, or other necessities if it is determined action is needed.
 - d. If portable fuels are needed, assist in facilitating delivery to Clients' households.

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- e. Assist Client with application and indicate on Client's application the Life-Threatening Crisis assistance needed.

7.4.3.11 Maintain documentation that appropriate case management staff have received training on the requirements of A.R.S. §46-140.01, A.R.S. §1-501, and A.R.S. §1-502 regarding eligibility for State and local benefits.

7.4.3.12 Attend required training session(s) scheduled by ADES.

7.5 **General Transportation Requirements:**

7.5.1 Purpose: To provide various types of transportation for employment, medical, training, or other supportive services, with the exception of ambulance services. To assist Clients and households for various purposes such as employment, medical and/or training when they do not have any other means of transportation is also included.

7.5.2 Service Description: The goal of this service is to provide or arrange for transportation for Clients 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.

7.5.2.1 In addition to providing transportation for individual Clients, SSBG funds may be used to develop transportation programs or infrastructure in communities with unmet transportation needs.

7.5.2.2 Adhere to the funding goals and any requirements specified in the most recent [Arizona SSBG State Plan](#) as may be amended.

7.5.3 Service Requirements:
The Contractor shall:

7.5.3.1 Conduct a needs assessment to verify the nature of the targeted community's unmet transportation needs.

7.5.3.2 Collaborate with regional transportation stakeholders to maximize collective impact.

7.5.3.3 Contractors that transport Clients:

7.5.3.3.1 Maintain valid license plates on vehicles used to transport Clients.

7.5.3.3.2 Utilize vehicles that meet current federal, state and local safety and maintenance standards, including vehicles for individuals with special needs, where applicable.

7.5.3.3.3 Keep maintenance logs on all vehicles used for the transportation of Clients.

7.5.3.3.4 Utilize paid and/or volunteer drivers that:
a. Have no history of felony convictions;

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- b. Possess a valid State of Arizona Class D Operator's Driver's License for vehicles up to fifteen (15) passengers;
- c. 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;
- d. Have a clean driving record with no suspensions within the past year;
- e. Are at least eighteen years of age; and
- f. Pass a physical prior to providing transportation service to Clients and pass a physical at least every two years.

7.5.3.3.5 Require volunteers who provide transportation to carry a Contractor/Company Identification Card.

7.5.3.3.6 Assist Clients in entering and exiting the vehicle as needed.

7.5.3.3.7 Transport Clients to scheduled appointments on time and safely.

7.5.3.3.8 Utilize vehicles that have seat belts for every occupant.

7.5.3.3.9 Require drivers to verify all occupants utilize seat belts during transport.

7.5.3.3.10 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.

7.5.3.4 Contractors that arrange transportation for Clients shall:

7.5.3.4.1 Make arrangements for Client transportation through public or private approved providers to arrive at scheduled appointments on time.

8. Payment

8.1 Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget (ISB) (Exhibit B, as may be amended).

8.1.1 Mileage rate will be reimbursed at no greater than the current rate specified by the [State of Arizona Accounting Manual, Topic 50 Travel, Section 95, Maximum Mileage](#).

8.1.2 Submit an annual ISB or revised ISB to ADES within 90 business days of the receipt of an Allocation Notice (Alert) for ADES review and approval. Alerts are available on the ADES website using the link: <https://des.az.gov/services/aging-and-adult/division-aging-and-adult-services/alerts-arizona-division-aging-and-adult>.

8.1.3 Authorization for performance of services under this Agreement shall be made only upon a duly approved ISB, which will indicate the Agreement number, the dollar amount of funds authorized, and added to this Agreement via an Amendment.

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8.1.3.1 The Contractor shall only be authorized to perform services up to the amount on the approved ISB. ADES shall not have any legal obligation to pay for services in excess of the amount indicated on the ISB.

8.1.4 Budgets will be reviewed and may be adjusted accordingly based on the following, but not limited to: changes in award allocations from the funding source, failure to meet objectives proposed to be served, or programs not spending budgeted funds efficiently.

8.2 If the Contractor elects to use a de Minimis rate for indirect costs, they must complete and submit the Certification of De Minimis (Exhibit C, as may be amended).

8.3 If the Contractor uses a federally negotiated indirect cost rate, they must provide a copy of the rate agreement with the Itemized Service Budget. If the federally approved indirect cost rate changes or is allowed to expire within the Agreement's term, the Contractor must notify ADES of the changes.

9. Reporting Requirements

The Contractor shall:

9.1 Certificate(s) of Insurance

9.1.1 The Contractor shall submit the required certificate of insurance and policy endorsements within ten (10) calendar days of Agreement execution and shall maintain valid insurance, including policy renewals, on file in the ADES certificate of insurance tracking portal, myCOI.

9.1.2 Prior to the expiration of COI(s), the Contractor must submit a new COI(s) and endorsements into the insurance tracking portal, myCOI.com.

9.1.3 ADES will not process any invoices until COI documents have been received and are in compliance with the Special Terms and Conditions.

9.2 General Reporting Requirements:

9.2.1 Submit all notices/correspondence/documents relevant to this Agreement electronically to the assigned ADES Contract Specialist, or as directed by ADES.

9.2.2 Input and submit, accurate and complete monthly billing and back up information into the Division of Aging and Adult Reporting System (DAARS) in accordance with the system Guide as may be amended, or as directed by ADES.

9.2.2.1 Upload all required activity reports and Payment Voucher (PV) reports with the financial billing each month. ADES will not process an invoice until all reports have been uploaded into DAARS.

9.2.3 Submit an Annual Cost Allocation Plan, at the beginning of each State Fiscal Year no later than July 1.

9.2.4 Current Organizational Chart, due no later than July 1 of each year.

9.2.5 Current Agency Operations Chart due no later than July 1 of each year.

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9.2.6 Submit a completed Contractor's Equipment List (Exhibit A), as may be amended), for all proposed equipment purchases costing \$10,000 or more to be purchased in whole or in part with ADES funds. Exhibit A shall be submitted for prior approval to ADES. No purchased equipment can exceed \$10,000 without ADES prior approval.

9.2.7 Submit a twelve-month monitoring plan no later than July 1 annually 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), to include the target monitoring start and completion dates.

9.3 **Community Services Reporting Requirements:**

9.3.1 Submit all notices/correspondence/documents relevant to this Agreement electronically to the assigned ADES Contract Specialist, or as directed by ADES.

9.3.2 Tripartite Board

9.3.2.1 Schedule of planned Board meetings for the next twelve months, due no later than July 1 of each year.

9.3.2.1.1 Copy of complete minutes from Tripartite/Advisory Board meetings within 30 days of Board approval of minutes.

9.3.3 ROMA

9.3.3.1 Submit the community needs assessment, at a minimum every three (3) years.

9.3.3.2 Submit a Strategic Plan, at a minimum every five (5) years.

9.3.4 Community Services

9.3.4.1 CSBG Annual Community Action Program Plan, due no later than July 1 of each year, as may be amended.

9.3.4.2 CSBG Annual Report, due no later than September 30 of each year, as may be amended.

9.3.4.3 CSBG Organizational Standards report, due no later than October 31 of each year, as may be amended.

9.3.4.4 CSBG Community Action Program Plan Period 3 Report, due no later than September 15 of each year, as may be amended.

9.3.4.5 CSBG Community Action Program Plan Period 2 Report, due no later than March 1 of each year, as may be amended.

9.4 **Case Management Reporting Requirements:**

9.4.1 Submit all notices/correspondence/documents relevant to this Agreement electronically to the assigned ADES Contract Specialist, or as directed by ADES.

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9.4.2 Submit a Monthly CAPS Household Report (Exhibit D, as may be amended) by the 25th day following the end of each reporting period, submitted on the ADES FTP site.

9.4.3 Submit a Monthly Payment Verification (PV) Report by the 25th day following the end of the reporting period. The report must include a detailed list of voucher payments, submitted with the corresponding invoice in DAARS.

9.4.4 Utility Assistance

9.4.4.1 Submit a Monthly CAPS Household Report (Exhibit D, as may be amended) by the 25th day following the end of each reporting period, submitted on the ADES FTP site .

9.4.4.2 Submit an annual CAA Executive Summary for Assurance 16 Activities (Exhibit I, as may be amended) at the beginning of each State Fiscal Year no later than July 1.

9.4.5 Short-Term Crisis Services (STCS)

9.4.5.1 Submit a Monthly CAPS Household Report (Exhibit D, as may be amended) by the 25th day following the end of each reporting period, submitted on the ADES FTP site.

9.4.6 Social Services

9.4.6.1 Submit a SSBG Post Expenditure Data Report (Exhibit E, as may be amended), annually as directed by ADES.

9.4.7 Community Resource Navigator

9.4.7.1 Submit a Monthly Navigation Report (Exhibit F, as may be amended) by the 25th day following the end of each reporting period, submitted on the ADES FTP site.

9.4.7.2 Submit a Monthly CCSD Community Action Inquire Tracking Sheet (Exhibit G, as may be amended) by the 25th day following the end of each month during the Agreement's term.

9.4.7.3 Submit an annual CAA Executive Summary for Community Navigation and Case Management (Exhibit J, as may be amended) at the beginning of each State Fiscal Year no later than July 1.

9.4.8 Transportation

9.4.8.1 Submit an annual Social Services Block Grant Report (Exhibit H, as may be amended) by the 25th day following the reporting month 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.

Exhibit A – Contractor's Equipment List	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433	
Description: Community Action Services Program	

Exhibit A - Contractor's Equipment List

Please see attached document.

☐ Contract Inception

CONTRACTOR'S EQUIPMENT LIST
(Capital and Stewardship Equipment Items)

Page _____ of _____

☐ Annual Inventory

☐ End-of-Contract Inventory

CONTRACTOR'S NAME <i>(Legal name and DBA "doing business as" name)</i>		FEI/SSN	MAILING ADDRESS <i>(P.O. Box or No., Street, City, State, ZIP)</i>		
PHONE NO.	DES CONTRACT NO.	CONTRACT BEGIN DATE		CONTRACT END DATE	INVENTORY DATE

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

CONTRACTOR'S NAME <i>(Printed)</i>		TITLE		CONTRACTOR'S SIGNATURE		DATE SIGNED
DES CONTRACT NOTICES PERSON'S NAME <i>(Printed)</i>	DES CONTRACT NOTICES PERSON'S SIGNATURE	PHONE NO.	DES PROGRAM	MAIL DROP	DATE SIGNED	

See reverse for EOE/ADA/LEP/GINA disclosures.

Completion Instructions for FES-1000A FORFF
CONTRACTOR'S EQUIPMENT LIST
(Capital and Stewardship Equipment Items)

A. Purpose.

To facilitate the inventory control of capital and stewardship equipment purchased with Department contract funds.

B. Completion.

The following sections must be completed by the contractor within 30 days of acquisition of equipment purchased with contract funds and annually thereafter until the contract's termination. At the contract's conclusion date, an end-of-contract inventory is completed. ALL INFORMATION IS TO BE TYPED. All items are self-explanatory except:

CONTRACTOR'S NAME. Enter legal name and DBA (*doing business as*) name.

FEI OR SSN. Enter the federal employer identification number or social security number as applicable.

DES CONTRACT NO. Enter the contract number through which the equipment was purchased or acquired.

INVENTORY DATE. Enter the date form is prepared.

ITEM DESCRIPTION. Enter the type of item and model number.

ACQUISITION DATE. Enter the acquisition date of purchased equipment item.

PHYSICAL LOCATION. Enter the address where the equipment is located. Do not use a "P.O. Box" designation.

TOTAL ITEM COST. Enter the total cost of the equipment item.

DES CONTRACT COST. Enter the amount of contract funds used to acquire the item.

CONTRACTOR'S SIGNATURE. The individual delegated authority for the inventory control must sign the form.

Shaded area is to be completed by DES staff.

C. Routing.

The contractor submits the form to the DES Program Division/Administration Contract Unit within 30 days of the acquisition of the item and annually thereafter.

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, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. 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 your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Ayuda gratuita con traducciones relacionadas con los servicios del DES está disponible a solicitud del cliente.

Exhibit B - Itemized Service Budget (ISB)		 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.:	DI25-002433	
Description:	Community Action Services Program	

Exhibit B - Itemized Service Budget (ISB)

Please see attached excel document.

Agency:
Contract Period:
Contract No.:
Amendment No.:

[illegible]

Check to see if your DES costs are greater than your Total cost greater than Total Costs* Review cells highlighted in red

[illegible]

	*
	*

5.

[illegible]

6.

[illegible]

7.

8.

[illegible]

9

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VOUCHERS

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\$0.00
\$0.00
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[illegible]

Note: Please ensure your Total Revenues equal your Total Service Costs. If the Total Revenue Items light up red, your budget is not balanced, and the Costs/Revenues need to be adjusted.

Exhibit C - Certification of De Minimis	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433	
Description: Community Action Services Program	

Exhibit C - Certification of De Minimis

Please see attached document.

Exhibit C
Certification of De Minimis
Indirect Cost Rate

Pima County Community and Workforce Development (Name of subrecipient) elects to use the 15% de Minimis rate for indirect cost reimbursement and certifies that it meets each of the following eligibility criteria:

1. The subrecipient has never received a Federally negotiated indirect cost rate for any federal awards.
2. The subrecipient has received less than \$35 million in direct federal funding for the fiscal year requested.
3. The de minimis rate approved will be applied to Modified Total Direct Cost (MTDC). This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.
4. The project costs will be consistently charged as either indirect or direct and will not be double charged or inconsistently charged as both.

The proper use and application of the de Minimis rate is the responsibility of the subrecipient and subject to monitoring by the Child and Community Services Division (CCSD) and/or the awarding federal agency. If financial monitoring results in the determination of non-compliance with 2 CFR 200 and/or other applicable federal guidelines, funds must be returned to CCSD.

SUBMITTED BY AUTHORIZED REPRESENTATIVE:

Kenneth B
Signature: Walker

Digitally signed by Kenneth B
Walker
Date: 2025.07.15 14:45:34 -07'00'

Printed Name: Ken Walker

Title: Interim Director, Pima County Grants Management & Innovation

Date: 7/15/25

Exhibit D - Monthly CAPS Household Report	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433	
Description: Community Action Services Program	

Exhibit D - Monthly CAPS Household Report

Please see attached excel document.

Exhibit D

[illegible]

Exhibit E - SSBG Post Expenditure Data Report		 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.:	DI25-002433	
Description:	Community Action Services Program	

Exhibit E - SSBG Post Expenditure Data Report

Please see attached excel document.

Exhibit E

Part A. Expenditures and Provision Method

STATE: Arizona	LEGAL YEAR: SYF	EXPIRATION DATE:
Contact Person:	Phone Number:	REPORT PERIOD:
Fax:	E-Mail Address:	
Agency:	Submission Date:	

Part B. Recipients

STATE: Arizona
LEGAL YEAR: SYF

Service Supported with SSBG Expenditures	SSBG Expenditures				Carry Over of Funds transferred into SSBG from Previous FYF	Expenditures of All Other Federal, State and Local Funds**	Total Expenditures	Provision Method		Service Supported with SSBG Expenditures	Children	Adults				Total Adults	Total	Data Collection Method				Duplicate or Unbudgeted	
	Total SSBG Expenditures	SSBG Allocation	Carry Over from Previous FYF	Funds transferred into SSBG*				Public	Private			Adults Age 18 Years & Younger	Adults Age 50 Years & Older	Adults of Unknown Age	Actual Data (A)			Estimated Data (B)	Sampled Data (C)	Duplicated Count (D)	Unbudgeted Count (E)		
11 Adoption Services										11 Adoption Services					0	0							
2 Case Management										2 Case Management					0	0							
3 Congregate Meals										3 Congregate Meals					0	0							
4 Counseling Services										4 Counseling Services					0	0							
5 Day Care-Adults										5 Day Care-Adults					0	0							
6 Day Care-Children										6 Day Care-Children					0	0							
7 Education and Training Services										7 Education and Training Services					0	0							
8 Employment Services										8 Employment Services					0	0							
9 Family Planning Services										9 Family Planning Services					0	0							
10 Foster Care Services-Adults										10 Foster Care Services-Adults					0	0							
11 Foster Care Services-Children										11 Foster Care Services-Children					0	0							
12 Health-Related Services										12 Health-Related Services					0	0							
13 Home-Based Services										13 Home-Based Services					0	0							
14 Home-Delivered Meals										14 Home-Delivered Meals					0	0							
15 Housing Services										15 Housing Services					0	0							
16 Independent/Transitional Living Services										16 Independent/Transitional Living Services					0	0							
17 Information & Referral										17 Information & Referral					0	0							
18 Legal Services										18 Legal Services					0	0							
19 Pregnancy & Parenting										19 Pregnancy & Parenting					0	0							
20 Prevention & Intervention										20 Prevention & Intervention					0	0							
21 Protective Services-Adults										21 Protective Services-Adults					0	0							
22 Protective Services-Children										22 Protective Services-Children					0	0							
23 Recreation Services										23 Recreation Services					0	0							
24 Residential Treatment										24 Residential Treatment					0	0							
25 Special Services-Disabled										25 Special Services-Disabled					0	0							
26 Special Services-Youth at Risk										26 Special Services-Youth at Risk					0	0							
27 Substance Abuse Services										27 Substance Abuse Services					0	0							
28 Transportation										28 Transportation					0	0							
29 Other Services***										29 Other Services***					0	0							
30 SUM OF EXPENDITURES FOR SERVICES										30 SUM OF RECIPIENTS OF SERVICES	0	0	0	0	0	0							
31 Administrative Costs															0	0							
32 TOTAL OF EXPENDITURES FOR ALL SERVICES															0	0							
Remaining funds to be carried into next fiscal year: \$0.00/0.00%											Amount of funds transferred into SSBG to be carried over into next fiscal year: \$0.00/0.00%												

* From which funds grants were transferred

** Please list the source of these funds: Federal and State

*** Please list other services: Hunger Relief Program/Coordination and Food Administration, Domestic Violence Program/Onsite Projects

Exhibit F - Monthly Navigation Report		 DEPARTMENT OF ECONOMIC SECURITY Your Partner For A Stronger Arizona
Agreement No.: DI25-002433		
Description: Community Action Services Program		

Exhibit F - Monthly Navigation Report

Please see attached excel document.

Exhibit F

1. Agency Name	2. Report Month	3. Report Year			
4. METHOD OF CONTACT	5. IN PERSON	6. PHONE	7. EMAIL/TEXT	8. KIOSK/TABLET	TOTAL
					0
9. APPROVED					0
10. DENIED					0
11. UNSERVED					0
12. SELF SERVED					0

PBI Reporting
Template

13. SERVICE REQUESTED ->											Assurance 16		
											23. Energy Education	24. Energy Advocacy	25. Energy Kit
14. HOUSEHOLDS IN CRISIS	15. UTILITY ASSISTANCE	16. HOUSING ASSISTANCE	17. SPECIAL NEEDS	18. FOOD	19. IN-KIND SERVICE / INCIDENTAL	20. TRANSPORTATION	21. CASE MANAGEMENT	22. WEATHERIZATION					
PORTAL NAVIGATION (LIHEAP/LIHWAP/ERAP)													
SSBG													
STCS/IANP													
NIH#													
CSBG													
LIHEAP ASSURANCE 16													
AGENCY INTERNAL RESOURCES													
EXTERNAL REFERRAL													
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	

Exhibit G - Monthly CCSD Community Action Inquire Tracking Sheet		 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.:	DI25-002433	
Description:	Community Action Services Program	

Exhibit G - Monthly CCSD Community Action Inquire Tracking Sheet

Please see attached excel document.

Exhibit G
Arizona Department of Economic Security

[illegible]

Exhibit H - Social Services Block Grant Report	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433	
Description: Community Action Services Program	

Exhibit H - Social Services Block Grant Report

Please see attached document.

**Arizona Department of Economic Security
Child and Community Services Division (CCSD)
Social Services Block Grant Report**

Reporting Agency Completes the Following Information

AGENCY:	
SUBMITTED BY:	CCSD CONTRACT NUMBER(S):
PHONE NUMBER:	Contract (SFY)Year:

Purpose

Data from this report is aggregated by the Department of Economic Security and used to compile the annual Social Services Block Grant (SSBG) report that is submitted to the federal Department of Health and Human Services.

Instructions

1. Column 1. This column is to be populated with the CCSD contracted service(s) supported with SSBG. Respond with the year-to-date data for each CCSD Contracted Service.

2. Column 2. Enter the total number of unduplicated adults served in the service regardless of fund source when the **Primary Client is the Adult** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will be counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.

3. Column 3. Enter the total number of unduplicated children served in the service regardless of fund source when the **Primary Client is the Child** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will be counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.

4. **This report must accompany the June Invoice.**

CLIENTS SERVED		
1. CCSD Contracted Service	2. Number of Unduplicated Adults	3. Number of Unduplicated Children
Case Management		
[Direct Service (e.g., Transportation)]		

Exhibit I - CAA Executive Summary for Assurance 16 Activities		 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.:	DI25-002433	
Description:	Community Action Services Program	

Exhibit I – CAA Executive Summary for Assurance 16 Activities

Please see attached document.



CAA Executive Summary for Assurance 16 Activities

Agency Name:

Agency Director: [Insert Director/Acting Director's Name]

Address: [Insert Address]

Area of Operations: [Insert Service Area]

Date:

Assurance 16 in the Service Area

1. Program Overview
 - a. [Insert how the agency will provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, counseling, and assistance with energy vendors", as outlined in Section 2605(b)(16) of the LIHEAP statute]
2. Assurance 16 Goals
 - a. [Insert the agency goals for the program in your area]
3. Opportunities Gained from Assurance 16
 - a. [Insert what your agency believes are opportunities, positive impacts, and/or best practices associated with Community Navigation]

Delivery

1. Communication Channels
 - a. [Insert all communication channels (whether service delivery or external partner outreach/marketing/referral) available to clients who are assisted through A16]
2. Triage
 - a. [Insert a description of how your agency will assess whether the individual has a need for assistance under A16]

Determining Impact

1. Tracking Outcomes
 - a. [Insert how the agency will determine the total households assisted]
 - b. [Insert how the agency will determine the number of households able to reduce dependency on LIHEAP]
 - c. [Insert how the agency will determine who will/will not qualify for A16 benefits]

Exhibit J - CAA Executive Summary for Community Navigation and Case Management		 — — — — — DEPARTMENT OF — — — — — ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433		
Description: Community Action Services Program		

Exhibit J – CAA Executive Summary for Community Navigation and Case Management

Please see attached document.



CAA Executive Summary for Community Navigation and Case Management

Agency Name:

Agency Director: [Insert Director/Acting Director's Name]

Address: [Insert Address]

Area of Operations: [Insert Service Area]

Date:

Community Navigation in the Service Area

1. Community Navigation Goals
 - a. [Insert the agency goals for the program in your area]
2. Opportunities Gained from Community Navigation
 - a. [Insert what your agency believes are opportunities, positive impacts, and/or best practices associated with Community Navigation]

Community Navigation and Case Management

1. Communication Channels Available to Clients
 - a. [Insert all communication channels (whether service delivery or external partner outreach/marketing/referral) available to clients who are assisted through the Community Navigation program]
2. Triage
 - a. [Insert a description of how your agency will assess whether the individual has an immediate/urgent need for rental or utility assistance]
3. Independence Assessment
 - a. [Insert a description of how your agency will assess the individual's capability and interest in accessing DES services independently]
4. Information Referral
 - a. [Insert a description of how your agency will discuss and refer the client to other resources whether they show independence or require assistance]
5. Needs Assessment
 - a. [Insert a description of how your agency will determine the needs of a unique client, or "gaps" between their current conditions and a state of self-sufficiency and safety]
6. Strategic Service Mapping

- 
- 
- a. [Insert a description of how your agency will develop a roadmap of programs to apply to for assistance that match the unique needs of clients]
7. Community Navigation Assistance
- a. [Insert a description of how your agency will help clients understand, navigate, and access a broad array of programs, either by connecting individuals to tools (online application portals/phone) or by providing direct assistance with the application (assisted application intake)]
8. Case Management Assessment
- a. [Insert a description of how your agency will assess whether the client has additional needs that are best addressed with ongoing case management]
9. Ongoing Supports
- a. [Insert a description of any training/coaching opportunities that your agency will provide to clients]
 - b. [Insert a description of any external partner referral opportunities that your agency will provide to clients]

Community Navigation Infrastructure Support

- 1. Community Navigation Staffing
 - a. [Insert agency staffing information associated with support of Community Navigation in your organization]
- 2. Other Programs Incorporated into Community Navigation
 - a. [Insert any other programs that your agency intends to incorporate into the Community Navigation program approach]
 - i. [Insert other DES programs]
 - ii. [Insert Non-DES programs]
 - iii. [Insert any DES programs that you do not currently incorporate, but would like to in the future]

Special Terms and Conditions		 DEPARTMENT OF ECONOMIC SECURITY Your Partner For A Stronger Arizona
Agreement No.:	DI25-002433	
Description:	Community Action Services Program	

Special Terms and Conditions

1. Definition of Terms

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 **"Award Date"** The date this Contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Acceptance or Signature Page.
- 1.2 **"Client Specific Referral"** Services or activities for which a referral has been made for a client by an authorized representative of the Department.
- 1.3 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 **"Department"** The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.5 **"Effective Date"** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.6 **"Equipment"** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 1.7 **"May" or "may"** Indicates something that is not mandatory but permissible.
- 1.8 **"Purchase Order"** also known as "Purchase Authorization" or "Release Order" is an authorized document to procure goods or services.
- 1.9 **"Shall or "shall" "Must" or "must"** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.10 **"Should" or "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.
- 1.11 **"Vulnerable adult"** An individual who is eighteen (18) 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. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.

Special Terms and Conditions	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433	
Description: Community Action Services Program	

2. Advertising, Publishing and Promotion of Contract

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which 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:
 - 2.1.1 "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. Assignment

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

- 3.1 **Merger, Reorganization or Change of Ownership**
 - 3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of the Department and may require an assignment of this Contract documented by a Contract Amendment. The Department may terminate this Contract pursuant to the Termination clauses of this Contract, if the Contractor does not obtain prior written approval or the Department determines that the change in ownership is not in the best interest of the State.
 - 3.1.2 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to the Department, for review at least sixty (60) days prior to the effective date of the proposed change.
- 3.2 This Contract is voidable and subject to immediate cancellation by the Department upon the Contractor becoming insolvent, or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of the Department.

4. Audit

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

- 4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.
- 4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

Special Terms and Conditions	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
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Description: Community Action Services Program	

- 4.3 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 (5) years after completion of this Contract, except if the Contractor is subject to Health Insurance Portability & Accountability Act of 1996 (Public Law 104-191) in which case such records shall be retained for six (6) years. All records shall be subject to inspection and audit by the State at reasonable times. Upon request by the Department or the Attorney General's Office, the Contractor shall produce the original of any or all such records.

5. Authorization for Services

- 5.1 Authorization for performance of services under this Contract shall be made only upon the issuance of a duly authorized Purchase Order (also referred to as "Purchase Authorization" or "Release Order"). The Purchase Order will indicate this Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The Department shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order.
- 5.2 No further obligation for payment shall exist on behalf of the Department unless:
- 5.2.1 The Purchase Order is changed or modified with an official procurement change order, and/or
- 5.2.2 An additional Purchase Order is issued for purchase of services under this Contract.

6. Background Checks for Employment through the Central Registry.

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

- 6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.
- 6.2 Central Registry Background Checks are processed through the Arizona Centralized Backgrounds Checks (CBC) portal (<https://cbc.az.gov/>). Contractor's employee, subcontractor, prospective employee or volunteer of the contractor or subcontractor who provide direct services to children or vulnerable adults requiring assistance in the registration process or navigating the CBC portal may find information on the Arizona Department of Economic Security website, Arizona Centralized Background Checks web portal (<https://des.az.gov/cbc>).
- 6.3 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify within the CBC portal to obtain a completed certification. The Contractor shall keep the certification on file for each employee, prospective employee, or volunteer whether an allegation of abuse or neglect was made against them and was substantiated. The certification shall remain confidential.
- 6.4 Central Registry Background Check will be used as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
- 6.4.1 Any person who applies for a contract with this State and that person's employees;

Special Terms and Conditions	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
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Description: Community Action Services Program	

- 6.4.2 All employees of a contractor;
- 6.4.3 A subcontractor of a contractor and the subcontractor's employees; and
- 6.4.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.5 Volunteers who provide direct services to children or vulnerable adults shall complete a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 6.6 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.
- 6.7 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.
- 6.8 The Contractor shall require each employee to submit a Central Registry Background Check, maintain and retain certifications in a confidential file for five (5) years after termination of this Agreement.

7. Certification of Cost or Pricing Data

By submittal of the offer, the Contractor is certifying 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 cost or pricing data furnished by the Contractor was inaccurate, incomplete, or not current as of the date of certification. Such adjustment by the State may include overhead, profit, or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8. Certification Regarding Lobbying

In addition to the Uniform Terms and Conditions, Section 7.11, the following shall apply:

- 8.1 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.

Special Terms and Conditions	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
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Description: Community Action Services Program	

8.2 The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9. Code of Conduct

The Contractor shall avoid any action that either creates or result in the appearance of its having:

- 9.1 Divulging or made an inappropriate use of information gathered or discovered pursuant to the performance of its duties under this Contract;
- 9.2 Acted on behalf of the State without appropriate authorization;
- 9.3 Provided favorable or unfavorable treatment to anyone;
- 9.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 9.5 Misrepresented or otherwise impeded the efficiency, authority, actions, policies, or adversely affected the confidence of the public or integrity of the State; or
- 9.6 A loss of impartiality when advising the State.

10. Competitive Bidding

If the Contractor is authorized to purchase the supplies and equipment itemized in this Contract for utilization in the delivery of contract services, this 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 (1) 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.

11. Compliance with Applicable Laws

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 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.
- 11.3 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-

Special Terms and Conditions	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
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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.

- 11.4 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12. Confidentiality

- 12.1 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.
- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Department will advise the Contractor as to applicable policies and procedures the Department has adopted for such compliance.

13. Contract Term and Option to Extend

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Acceptance or Signature Page and shall remain in effect for one (1) year or as otherwise specified by this Contract, unless terminated, cancelled, or extended as otherwise provided herein.
- 13.2 The State has no obligation to extend or renew this Contract. However, the State shall have the right, at its sole option, to renew this Contract in accordance with any extensions the State may receive for supplemental periods up to a maximum Contract term of five (5) years. In the event that the State exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.
- 13.3 Any extension or renewal must be made prior to the end of this Contract period specified in this Contract.
- 13.4 The Contractor shall not provide services prior to Contract term commencing or after the termination date of this Contract. There shall be no billable activity outside of this Contract effective dates except as otherwise authorized by the Department in writing.

14. Cooperation with the Department's Investigation

All Contractors, providers, vendors and volunteers shall cooperate fully and truthfully with any Department investigation, including but not limited to an investigation by Division or Internal Affairs. Failure to adhere to this condition may result in ADES taking all such actions it deems appropriate, including removal of

Special Terms and Conditions		 DEPARTMENT OF ECONOMIC SECURITY Your Partner For A Stronger Arizona
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Contractor personnel and/or witness from working with the Department clients up to termination of this Contract with the Department.

15. **Data Sharing Agreement**

15.1 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 DES Program sharing confidential data.

15.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:

15.2.1 Document Number J-119-Single (For requests involving a single division or program).

16. **Equipment**

16.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in this 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 in part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased under this 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.

16.2 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.

16.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Department during and after this 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 this Contract.

16.4 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.

16.5 Under a fixed price contract, Section 16.1 through 16.4 do not apply unless specifically required by federal or state law.

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17. Evaluation

- 17.1 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.
- 17.2 As requested by the Department, the Contractor shall participate in third-party evaluations relative to Contract impact in support of Department goals.

18. E-Verify

In addition to the Uniform Terms and Conditions, Section 3.12, the following shall apply:

- 18.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214(A) as may be amended.
- 18.2 A breach of a warranty regarding compliance with Federal and State immigration laws and regulations shall be deemed a material breach of this Contract and the Contractor may be subject to sanctions up to and including termination of this Contract.
- 18.3 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 this Contract and the Contractor may be subject to sanctions up to and including termination of this Contract.
- 18.4 The Department retains the legal right to inspect the papers of any employee who performs work under this Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

19. Fair Hearings and Service Recipients' Grievances

- 19.1 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.
- 19.2 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.

20. Federal Immigration and Nationality Act

In addition to the Uniform Terms and Conditions, Section 3.11, the following shall apply:

- 20.1 By entering into this Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the

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immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of this 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 this Contract. I-9 forms are available for download at USCIS.GOV.

- 20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under this Contract.

21. Fees and Program Income

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

22. Fingerprinting

- 22.1 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, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

- 22.2 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.

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

- 22.3.1 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 (7) working days of employment.

- 22.3.2 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.

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22.4 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during this Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

23. Inclusive Contractor

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This may include subcontractors for a percentage of the administrative or direct service(s) being proposed. A 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 details 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 the proposed percentage of this Contract.

24. Indemnification and Insurance Requirements

24.1 INDEMNIFICATION:

24.1.1 Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

24.1.2 In addition, should Pima County utilize a contractor(s) and subcontractor(s) the indemnification clause between Pima County and its contractor(s) and subcontractor(s) shall include the following:

- a. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss

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investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

24.2 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

24.2.1 None.

24.3 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

24.4 Minimum Scope and Limits of Insurance

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

24.4.1 Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$ 50,000
Each Occurrence	\$1,000,000

24.4.1.1 The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

24.4.1.2 Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

24.4.1.3 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions,

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universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- 24.4.1.4 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

24.4.2 Business Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- 24.4.2.1 Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- 24.4.2.2 Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

24.4.3 Workers' Compensation and Employers' Liability

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

- 24.4.3.1 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 24.4.3.2 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor

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executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

24.5 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

24.5.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

24.5.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

24.6 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed or emailed to (Arizona Department of Economic Security C/O: myCOI, 1075 Broad Ripple Ave, Suite 313, Indianapolis, IN 46220 or support@myCOItracking.com).

24.7 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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.

24.8 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

24.8.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

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24.8.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach.

24.8.3 All certificates required by this Contract shall be sent as instructed by the requesting Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

24.9 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this Contract, proof from the Contractor that its subcontractors have the required coverage.

24.10 **Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

24.11 **Exceptions**

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

25. IT 508 Compliance

Unless specifically authorized in this Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 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.

26. Levels of Service

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or 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.

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- 26.2 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.
- 26.3 Any administration within the Department may obtain services under this Contract.
- 26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.
- 26.5 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.
- 26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, this Contract may be amended, by mutual agreement, to purchase additional services by increasing this Contract's itemized service budget and/or budget summary.

27. Limited English Proficiency

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. To ensure compliance, the policy may be obtained at the following location: <https://des.az.gov/digital-library/limited-english-proficiency>.

28. Non-Availability of Funds

In addition to the Uniform Terms and Conditions, Sections 4.5 and 4.6, the following shall apply:

In accordance with A.R.S. § 35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

29. Non-Discrimination

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

- 29.1 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.

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29.2 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 disability 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.

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

29.3.1 "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 o obtener información adicional sobre esta política, **(insert Contractor contact person and phone number here)**."*

30. Notices

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

30.1 All notices shall reference the contract number.

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

30.2.1 Change of telephone number;

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

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

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30.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

31. Order of Precedence

In addition to the Uniform Terms and Conditions, Section 2.3, the below shall apply:

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

- 31.1 Special Terms and Conditions;
- 31.2 Uniform Terms and Conditions;
- 31.3 Scope of Work or Specification;
- 31.4 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
- 31.5 Exhibits; and
- 31.6 Documents referenced or included in the Solicitation.

32. Pandemic Contractual Performance

In addition to Uniform Terms and Conditions, Section 7.10, the following shall apply:

- 32.1 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 any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 32.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 32.1.2 Alternative methods to ensure there are services or products in the supply chain.
 - 32.1.3 An up to date list of company contacts and organizational chart.
- 32.2 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:
 - 32.2.1 After the official declaration of a pandemic, the State may temporally void this Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

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

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

33. Payments

In addition to the Uniform Terms and Conditions, Section 4.3, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

33.1.1 Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish the Department with an accounting of actual costs. Increases to the service reimbursement ceiling shall only be made by a Contract Amendment.

33.2 The Department must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. The Department will issue payment based upon actual allowable costs. The Department may negotiate individual budget category, service code, activity or categories.

33.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Department for approval. A new Itemized Service Budget shall not be required.

33.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to the Department for prior approval by the Department. A new Itemized Service Budget shall be required.

33.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.

33.3 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

33.4 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

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available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

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

34. Payment Recoupment

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

- 34.1 Any amounts received by the Contractor from the Department for Contract services which have been inaccurately reported or are found to be unsubstantiated;
- 34.2 Any amounts paid by the Contractor to a subcontractor not approved in writing by the Department;
- 34.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- 34.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 34.5 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 these terms and conditions;
- 34.6 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;
- 34.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 34.8 Any amounts paid or reimbursed in excess of this Contract or service reimbursement ceiling;
- 34.9 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; and
- 34.10 Any payments made for services rendered before this Contract effective date or after this Contract termination date.

35. Personnel

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

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36. Predecessor and Successor Contracts

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.

37. Prior Services

The Parties agree that if services were performed before the start date of this Agreement in compliance with the terms of the expired Agreement that started July 1, 2020, then they will be compensated as if performed under this Agreement.

38. Professional Standards

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, numbers of staff and individuals identified by name must be maintained as presented in this Contract.

39. Rate Adjustment

39.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

39.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to this Contract extension period.

39.3 The request shall include this Contract number and service description.

39.4 The Contractor shall submit the request for a rate adjustment to:

Procurement Manager
ADES Office of Procurement
1789 West Jefferson, Mail Drop 1541
Phoenix, Arizona, 85007

40. Records

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

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

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- 40.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 40.1.2 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;
- 40.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 40.1.4 For Fixed Price with Price Adjustment contracts, include:
 - 40.1.4.1 Records of the source of all receipts and the deposit of all funds received by the Contractor;
 - 40.1.4.2 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 this Contract;
 - 40.1.4.3 A complete general ledger with accounts for the collection of all costs and/or fees applicable to this Contract; and
 - 40.1.4.4 Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.
- 40.2 Any such records not maintained shall result in an audit exception in the amount of the inadequately documented expenditures.
 - 40.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act of 1996 (P.L. 104-191) which is six (6) years from the date of final payment.
 - 40.2.2 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 (5) years from the date of any such termination.
 - 40.2.3 Records which relate 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.

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41. Relationship of Parties

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

- 41.1 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.
- 41.2 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.

42. Reporting Requirements

- 42.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of this Contract term, the Contractor shall submit programmatic and financial reports to the Department as specified in the Scope of Work no later than the fifteenth (15th) day following the end of each month during this Contract term. Failure to submit accurate and complete reports by the fifteenth (15th) day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- 42.2 The Contractor shall submit programmatic and financial reports to the Department in the form set forth in this contract no later than the forty-fifth (45th) day following the end of each Contract term or performance period . The final fiscal report for this Contract term shall include all adjustment to prior financial reports submitted for this Contract term.
- 42.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to the Department a final program and fiscal report. 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.
- 42.4 All report shall reference this Contract number and be submitted to the person designated by the Department.

43. Responsibility for Payments Indemnification

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 this 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.

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44. Signatures In Counterpart

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

45. Subcontracts

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 45.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of this Contract.
- 45.2 Prior to adding a subcontractor to this Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
 - 45.2.1 Be on the Contractors company letterhead;
 - 45.2.2 Be signed by an authorized representative of the Contractor; and
 - 45.2.3 Contain the following information:
 - 45.2.3.1 The subcontractor's name, address, phone number, e-mail and primary point of contact;
 - 45.2.3.2 The certifications required of the subcontractor (if any);
 - 45.2.3.3 The subcontractor's small business status (if applicable);
 - 45.2.3.4 The type of goods and/or services to be provided by the subcontractor;
 - 45.2.3.5 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
 - 45.2.3.6 A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
 - 45.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor. The State reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the State.
- 45.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department within five (5) calendar days of the request.

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46. Substantial Interest Disclosure

- 46.1 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.
- 46.2 Leases or rental agreements or purchase of real property which are covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 46.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

47. Supporting Documents and Information

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

48. Suspension or Debarment

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

49. Technical Assistance

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

50. Termination for Any Reason

- 50.1 In the event this 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.

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50.2 In the event of termination or suspension of this 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.

50.3 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 this Contract, whichever is earlier.

51. Termination for Default

In addition to the Uniform Terms and Conditions, Section 9.5, the following shall apply:

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

51.2 The Department may terminate this Contract if the Contractor fails to comply with the requirements for verification of insurance coverage upon contract award and at policy renewal.

52. Transfer of Knowledge

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

53. Transition of Activities

In the event that a contract is awarded to a new contractor for services similar to those being performed by the 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.

54. Unallowable Costs

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

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55. Visitation, Inspection and Copying

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to this Contract shall be available for visitation, inspection, monitoring, 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.

56. Warranty of Services

In addition to the Uniform Terms and Conditions, Section 7, the following shall apply:

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.

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Uniform Terms and Conditions

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 "AI" means the science and engineering of making machines capable of performing task that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generate AI, and large language model (LLM) AI.
 - 1.2 "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.3 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.4 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.5 "Contractor" means any person who has a Contract with the State.
 - 1.6 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.7 "Days" means calendar days unless otherwise specified.
 - 1.8 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.9 "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.
 - 1.10 "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.
 - 1.11 "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.
 - 1.12 "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.

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- 1.13 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.14 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.15 "Subcontract" means any Contract, express 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 Materials or any Services required for the performance of the Contract.
- 1.16 "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

- 2.1 Arizona Law. 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.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. 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:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits; then
 - 2.3.7 Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 2.4 Relationship of Parties. 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.
- 2.5 Severability. 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.
- 2.6 No Parol Evidence. This 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.

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- 2.7 No Waiver. 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.

3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) 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.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 3.3 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 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 as required under A.R.S. § 41-2547. 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.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

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3.8 Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9 Ownership of Intellectual Property.

3.9.1 Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2 "Government Purpose Rights" are:

3.9.2.1 the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2 the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3 the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3 "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4 Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5 Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

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- 3.9.5.1 any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 3.9.5.2 any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
- 3.9.5.3 except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 3.9.6 Developments Outside of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.
- 3.10 Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, 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. 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 or debarment of the contractor.
- 3.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, 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.
- 3.13 Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15 Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, the Contractor is prohibited from using State of Arizona Materials or Data in generative

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AI queries or for building or training proprietary generative AI programs unless explicitly approved by in advance by the State in writing.

3.16 Certifications Required by State Law.

3.16.1 If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 et seq. and will refrain from any such boycott for the duration of this Contract.

3.16.2 Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

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

4.2 Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3 Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4 Applicable Taxes.

4.4.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2 State and Local Transaction Privilege Taxes. 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.

4.4.3 Tax Indemnification. 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.

4.4.4 IRS W9 Form. 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.

4.5 Availability of Funds for the Next State Fiscal Year. 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.

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4.6 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

- 4.6.1 Accept a decrease in price offered by the Contractor;
- 4.6.2 Cancel the Contract; or
- 4.6.3 Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1 Amendments. 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 Materials or Services, the revision of payment terms, or the substitution of Materials or Services, 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.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. 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.

5.3 Assignment and Delegation. 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.

6. Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming Materials 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.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. 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

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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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2 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."

6.3 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 paragraph shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither the Contractor nor State 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, 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.

6.4.2 Force Majeure shall not include the following occurrences:

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

6.4.2.2 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

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

6.4.3 If either the Contractor or State 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.

6.4.4 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.

6.5 Third Party Antitrust Violations. 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.

7. Warranties

7.1 Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the Materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged, and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Conformity to Requirements.

7.3.1 Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1 Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the

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Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2 Be free from defects of material and workmanship;

7.3.1.3 Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4 Be fit for the intended purpose or use described in the Contract.

7.3.2 Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4 Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6 Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

7.7 Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.8 Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9 Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

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7.10 Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1 Identification of response personnel by name;

7.10.1.2 Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3 Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2 Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3 A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4 Failure to have or implement an appropriate plan will be a material breach of contract.

7.11 Lobbying

7.11.1 Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12 Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13 Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List,

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the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14 **False Statements.** Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.15.1 **Survival of Warranty.** All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2 **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.

7.15.3 **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.

8. **State's Contractual Remedies**

8.1 **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 Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 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.

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8.2.2 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.

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

8.4 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.

8.5 Right of Offset. 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 described in the Uniform Terms and Conditions.

9. Contract Termination

9.1 Cancellation for Conflict of Interest. 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.

9.2 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 with 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 (3) times the value of the Gratuity offered by the Contractor.

9.3 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.

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9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest 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 or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5 Termination for Default.

9.5.1 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.

9.5.2 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.

9.5.3 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.

9.6 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.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

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 (A.R.S. Title 41).

Attachment 1 - Certification Regarding Lobbying	
Agreement No.: DI25-002433	
Description: Community Action Services Program	

Attachment 1 - 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			
*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:			
*First Name:	*Middle Name:	*Last Name:	*Suffix:
*Title:			
*SIGNATURE		*DATE	

Attachment 2 - Participation in Boycott of Israel		 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433		
Description: Community Action Services Program		

Attachment 2 - Participation in Boycott of Israel

Please note that if any of the following apply to this Solicitation, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

In compliance with A.R.S. § 35-393 *et seq.*, all offerors must select one of the following:

- ☐ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Company Name			Signature of Person Authorized to Sign	
Address			Printed Name	
City	State	Zip	Title	

Attachment 3 - Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary Exclusion		
Agreement No.: DI25-002433		
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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.

Name of Agency / Organization

Name and Title of Authorized Representative

Signature

Date

Attachment 3 - Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary Exclusion		 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
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**Attachment 3 - Instructions for Certification
Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

Attachment 4 – Forced Labor of Ethnic Uyghurs Ban	 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433	
Description: Community Action Services Program	

Attachment 4 – Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor, or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People’s Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- ☐ The Company does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People’s Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
- ☐ The Company does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor:** Select **all statements** that apply to the Contractor:
- ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name and Title
City, State, ZIP	Email Address

Attachment 5 – Affirmation of Central Registry Background Checks		 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.: DI25-002433		
Description: Community Action Services Program		

Attachment 5 – Affirmation of Central Registry Background Checks

Pursuant to ADES Special Terms and Conditions, central registry background checks under A.R.S. § 8-804 are applicable to this contract. Pursuant to A.R.S. § 8-804(N), the Arizona Department of Economic Security has entered into an agreement to allow the Arizona Department of Child Safety to conduct central registry checks required under A.R.S. § 8-804.

Under A.R.S. § 8-804:

- B. The department shall conduct central registry checks and shall use the information contained in the central registry only for the following purposes:
 - 4. As a factor to determine qualification for positions that provide direct service to children or vulnerable adults for:
 - (a) Any person who applies for a contract with this state and that person's employees.
 - (b) All employees of a contractor.
 - (c) A subcontractor of a contractor and the subcontractors' employees.
 - (d) Prospective employees of the contractor or subcontractor at the request of the prospective employer.

By signing this form, I affirm the following:

1. I have submitted to the Centralized Background Checks web portal (<https://cbc.az.gov>) for all persons meeting the requirements of A.R.S. § 8-804(B)(4).
2. If the central registry background check identified any disqualifying act in accordance with A.R.S. § 8-804(J)(L) and the person does not have a central registry check exception, the person shall be prohibited from providing direct services to ADES clients under this agreement. In accordance with A.R.S. § 8-804(K), a central registry exemption does not entitle a person to a contract, employment, licensure, certification or other benefit and should be elevated to the Department for further consideration.

Company Name			Signature of Person Authorized to Sign	
Address			Printed Name	
City	State	Zip	Title	