



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 7/1/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Community Action Association dba Wildfire

***Project Title/Description:**

2025-26 Utility Assistance Programs

***Purpose:**

This revenue is awarded to the County to administer energy program funding to eligible low-income clients for utility repair/replacement and utility deposits/bill assistance.

This program and contract align with Pima County Budget Pillar 2 – Improve the Quality of Life and Prosperity Initiative Policy 3 – Improve Housing Stability, as well as the cross-policy strategy of Climate Resilience and Environmental Justice. By facilitating repair or replacement of HVAC units and payment of utility bills, this program reduces home energy and weatherization costs, reduces carbon emissions, and promotes climate resiliency.

Attachment: Contract 07012025-26

Indirect cost does not apply.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The funds offer urgent financial support to qualifying low-income households facing a short-term financial crisis, aiming to avert utility disconnection and/or to fix or replace utility-related appliances and/or equipment. The goal is to meet basic energy needs, supplement currently existing energy assistance resources, and guide the household towards economic stability.

***Public Benefit:**

The program will provide emergency assistance funds to eligible Pima County residents. The assistance will result in prevention of homelessness, continuation or restoration of utility services and/or maintain or replace utility-related apparatus to ensure the safety and health of Pima County residents experience hardships and/or crisis.

***Metrics Available to Measure Performance:**

Performance reports are delivered through the Emergency Services Network (ESN) database, the Wildfire Grants Management System (GMS) database, and the Pre/Post Assessment Tracker, ensuring that services are provided effectively.

***Retroactive:**

No.

JUN 16 2025 11:00 AM
NB

GM approves
6/13/2025
[Signature]

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): 82495
Commencement Date: 7/1/25 Termination Date: 6/30/26 Amendment Number: N/A
☐ Match Amount: \$ N/A ☒ Revenue Amount: \$ 483,217.88

*All Funding Source(s) required: Utility Repair, Replacement & Deposit; SW Gas Energy Share Bill Assistance; Tucson Electric Power Bill Assistance; SW Gas Low Income Energy Conservation Bill Assistance; Global Water Bill Assistance; Heat Relief Initiative Replacement and Trico Assistance.

*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)?
N/A

Contact: Manira Cervantes/Rise Hart

Department: Community & Workforce Development

Telephone: 724-5710/724-5723

Department Director Signature: _____ Deputy Director

Date: 6/10/2025

Deputy County Administrator Signature: _____

Date: 6/13/2025

County Administrator Signature: _____

Date: 6/14/2025



INDEPENDENT CONTRACTOR AGREEMENT

2025-26 Utility Assistance Programs

Contract No. 07012025-26

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between Pima County, on behalf of the Pima County Community Action Agency (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire").

RECITALS:

- A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.
- B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in **Section 1** (the "Fund Sources") pursuant to Program Documents (as defined in **Section 4**).
- C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

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

1. Services and Programs

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

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

1.2 Fund Sources

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
APS Crisis Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary
Global Water Bill Assistance	\$45,454.55	\$4,545.45	\$50,000.00	Refer to Exhibit A: Global Water Bill Assistance Program Summary
Salt River Project (SRP) Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Salt River Project (SRP) Bill Assistance Program Summary
Southwest Gas Energy Share Bill Assistance	\$46,609.09	\$4,660.91	\$51,270.00	Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary
Southwest Energy Share Repair/Replace	\$0.00	\$0.00		Refer to Exhibit A: Southwest Gas Energy Share Repair/Replace Program Summary
Southwest Gas Low Income Energy Conservation (LIEC) -- CY25	\$29,274.00	\$0.00	\$29,274.00	Refer to Exhibit A: SWG LIEC Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. CY25 allocation must be expended by 12/31/2025
Southwest Gas Low Income Energy Conservation (LIEC) -- CY26	\$25,546.00	\$0.00	\$25,546.00	Refer to Exhibit A: SWG LIEC Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. CY26 allocation must be expended by 06/30/2026
TEP Bill Assistance	\$83,566.67	\$16,713.33	\$100,280.00	Refer to Exhibit A: TEP Bill Assistance Program Summary

1.2 Fund Sources (Continued)

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
Trico Assistance	\$26,891.88	\$0.00	\$26,891.88	Refer to Exhibit A: Trico Assistance Program Summary
Utility Repair Replacement Deposit (URRD)	\$83,858.33	\$16,771.67	\$100,630.00	Refer to Exhibit A: URRD Program Summary. Refer to Exhibit A, Appendix B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status.
20% of URRD allocation above is available for HVAC Pilot Program	\$16,771.67	\$3,354.33	\$20,126.00	Refer to Exhibit A: URRD Program Summary
Unisource Electric Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Unisource Electric Bill Assistance Program Summary
Warm Spirit Electric - Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Warm Spirit Program Summary
Warm Spirit Gas - Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Warm Spirit Program Summary
Heat Relief Initiative -- Replacement	\$60,000.00	\$12,000.00	\$72,000.00	Refer to Exhibit A: Heat Relief Initiative Program Summary
Heat Relief Initiative -- Repair Only	\$6,000.00	\$1,200.00	\$7,200.00	Refer to Exhibit A: Heat Relief Initiative Program Summary

Heat Relief Initiative -- Replacement

Minimum amount of Direct Service Allocation that must be expended in TEP territory: \$30,000.00

Heat Relief Initiative -- Replacement

Minimum number of households that must be served in order to exceed \$10,000 household limit: 6
(see Exhibit A: Heat Relief Initiative Program Summary)

Heat Relief Initiative -- Repair Only

Minimum number of households that must be served in order to exceed \$1,500 household limit: 4
(see Exhibit A: Heat Relief Initiative Program Summary)

1.2. Fund Sources (Continued). Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

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

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

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications. Any such modification may not modify the material terms of this agreement, which may only be accomplished via formal written amendment executed by the Parties.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to **Section 2.2**, the term of this Agreement will begin on the later of full execution of this Agreement or **July 1, 2025** (the "Effective Date") and end on **June 30, 2026**.

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

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire will be obligated to provide funding to Contractor for services rendered according to the terms of this contract up to the date of termination. Wildfire will not be obligated to provide funding to Contractor for any services performed after the date of termination. The remainder of this Agreement shall continue in full force and effect.

2.4 Non-Appropriation. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by **Section 4**. After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Contractor will have an opportunity to appeal Wildfire's decisions regarding disallowed items. All appeals will be reviewed by Wildfire and final determinations will

be applied to each appeal according to the policies established in the Program Documents incorporated with this agreement. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

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

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Indemnification. To the extent permitted by law, 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.

3.8 Insurance.

- 3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.
- 3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.
 - a) *Commercial General Liability – Occurrence Form*
 - General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
 - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
 - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b) *Automobile Liability*
 - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.
 - Combined Single Limit (CSL) \$ 1,000,000
 - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.
 - c) *Worker's Compensation and Employers' Liability*
 - The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.
 - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be

limited to the liability assumed under the indemnification provisions of this Agreement.

- 3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.
- 3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- 3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- 3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 3.8.9. In the event the Contractor is a public entity, then the insurance requirements shall not apply. Such public entity, during the term of this Agreement, shall maintain liability insurance or self-insurance coverage for the negligent acts, errors and omissions of its officers, officials, agents, employees or volunteers. Contractor shall furnish Wildfire with evidence of its self-insured policy by submitting a certificate of insurance. Contractor shall maintain insurance policies for the duration of the term of this Agreement.

4. Compliance with Terms of Funding.

4.1 Contractor's Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including to the extent permitted by law all indemnification and insurance obligations subject to paragraph 3.8.9 above. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 Grants Management System Database (GMS). Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this **Section 5** for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor. Notwithstanding the foregoing, Contractor may release public records redacting confidential and personal identifying information in response to a valid public records request pursuant to the Arizona Public Records Law (A.R.S. § 39-121 et seq.), provided, that in the event such a public records request is received, Contractor shall immediately notify Wildfire and thereafter permit Wildfire (or any counterpart of Wildfire to whom records or information subject to the request belongs or concerns) to intervene in order to secure a protective order or other appropriate relief from a court of competent jurisdiction. The protective action described in the preceding sentence shall be undertaken (if at all) in the sole discretion of Wildfire and/or its counterparties, and a protective order or other appropriate relief must be obtained within ten (10) business days from the date that notification of the public records request is delivered by Contractor to Wildfire. Contractor shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall Contractor be in any way financially responsible for any costs associated with seeking such an order.

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

6. **Audit and Inspection.** Wildfire will have the right to audit and inspect Contractor's work to verify

compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

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

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

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

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

12. Counterparts; Email. This Agreement may be executed in counterparts and delivered via email.

13. Cancellation for Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement of behalf of County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

14. Exhibits.

Exhibits are accessible via the following hyperlinks and are hereby incorporated into the main agreement:

Exhibit A [Home Energy Assistance Fund Policy Manual FY 2026](#)

Exhibit B [Federal Poverty Income Guidelines effective July 1, 2025 – June 30, 2026](#)

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT

2025-26 Utility Assistance Programs

Signature Page

In witness whereof, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
**Pima County, on behalf of the Pima County
Community Action Agency**

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: Kelly McGowan

Title: Executive Director

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address:

340 E Palm Lane, Suite 315

Phoenix, AZ 85004

Email: kmcgowan@wildfireaz.org

Signature:  _____

Name: Andrew L. Flagg

Title: Deputy Director

Date: 6/10/2025

Signature:  _____

Name: Kyle Johnson

Title: Deputy County Attorney

Date: 6/6/2025

Address:

801 W. Congress Street

Tucson, AZ 85745

Email: manira.cervantes@pima.gov

Exhibit A



Wildfire Home Energy Assistance Fund Policy Manual

FY 2026

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Mission

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

Purpose and Principles

This fund has been established to assist Arizona households in managing their energy burdens. The purposes of the fund are to:

- Alleviate crisis situations by preventing disconnection and/or facilitating reconnection of utility services
- Supplement currently existing energy assistance resources
- Identify new/additional sources of support

Fund Sources Currently in Distribution

- | | |
|---|--|
| • APS Crisis Bill Assistance | • Southwest Gas Low-Income Energy Conservation |
| • Global Water Low-Income Relief | • TEP Bill Assistance |
| • SRP Bill Assistance | • UNSE Electric |
| • Southwest Gas Energy Share – Bill Assistance | • UNS Warm Spirit Gas & Electric |
| • Southwest Gas Energy Share – Repair/Replacement | • Utility Repair, Replacement and Deposit (URRD) |

Target Population

Individuals and families in Arizona who find themselves in economic crisis are encouraged to seek assistance from a community partner organization with access to HEAF funds.

Local organizations under contract with Wildfire to distribute these funds are encouraged to provide outreach services to increase awareness of this program among the target population who reside within the borders of their service area, including Native Americans living on tribal reservations.

Intake and Application

Partner agencies should use efficient and accessible intake processes to ensure services are available to as many eligible households as possible in their service area. Agencies should also provide low-income individuals who are not able to travel to the intake site the means to submit an application without leaving their residence. See Sample Intake Sheet in Appendix D.

Grants Management System (GMS)

Data provided by clients in the application process must be entered into the Grants Management System (see the GMS User Manual) at the time of application or on a monthly basis through a pre-approved data integration process.

Partner agencies must ensure that, by the 15th day of the month, applications in GMS from the previous month reflect accurate and complete information. Monthly transfers of applications from partner agencies using a data integration process must be received by the 10th day of the month, following any activity in the previous month.

Data received after the 15th may be reimbursed the following month.

Repair/replacement jobs should be submitted at the time of completion, even if part of a larger weatherization job may not be finished. Repair/replace jobs not completed prior to the end of the fiscal year will be billed to the new fiscal year contract.

Household Eligibility

Specific eligibility requirements for utility assistance vary by fund source. Comprehensive outlines for these fund sources can be found in the Program Summaries. The following eligibility topics apply to all fund sources.

Frequency of Assistance

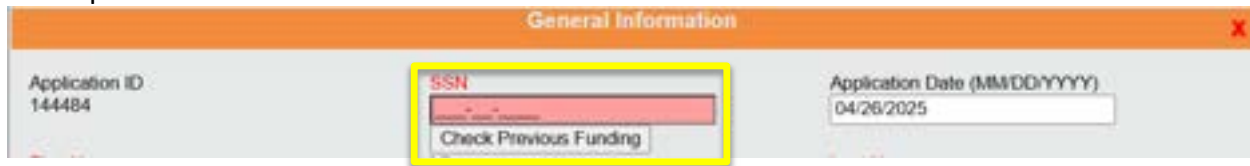
Frequency of assistance within a 12-month period depends on the fund source. Clients may return within a 12-month period to seek additional assistance but may not be eligible. Refer to the Program Summaries for frequency of assistance details. Depending on the fund source, current and past-due charges may be combined but should not exceed the maximum grant amount.

Example Case

Clients can receive assistance from APS twice in a 12-month period, up to \$1,000. If Mr. Ramirez received assistance on 8/2/24 in the amount of \$686, then again on 5/28/25 in the amount of \$314, that is allowable because he received \$1,000 total within 12 months. He will be eligible for assistance again on 8/3/25, when he could receive up to \$686. If he waits and returns on 5/29/26, he would be eligible for up to \$1,000.

Pro Tip

Use GMS as a lookup tool to determine whether clients have been served by a different agency in the past 12 months.

***Household Members***

Each person living in the home is considered a household member. Income level and eligibility are determined based on the entire household, including roommates. Boarders, not related by blood or law to the homeowner, are not considered household members. Income from each roommate is counted toward total household income, while income from boarders is not. *Note: Boarders pay rent to someone living in the same home, while roommates pay rent to someone living outside the home.*

Household Income

All income for household members 18 years of age and older must be counted toward total household income, as well as income of all household members 16 and 17 years of age who do not attend school full-time.

In cases of domestic violence, the income and resources of the abuser are not counted if the client does not have access to the abuser's income and resources.

Income Eligibility

Each fund source specifies an income threshold for households seeking assistance. These thresholds are based on the Federal Poverty Level (FPL) guidelines. Updated guidelines will be attached to community partner contracts and should be adhered to throughout the fiscal year.

Condition of Crisis

When required by the fund source, eligible clients must be experiencing a crisis to qualify for services, and crisis reasons must be listed on the application. There is no required timeframe in which the crisis must have occurred. Additional documents verifying the crisis may be required by specific fund sources. If documents verifying the crisis are unavailable, a client affidavit form should be used to allow the client to attest to the validity of their crisis reason. The form must be signed by the client. Refer to Program Summaries for information on crisis requirement. See sample Client Affidavit in Appendix D.

Applicable crisis reasons

1. Loss or reduction of income or public assistance benefits or a delay in receiving public assistance benefits.
 - a. Examples: loss of employment, theft of income, serious illness that causes a loss of income, divorce, abandonment or death of a wage earner, reduction of benefits or public assistance monies.
2. Unexpected and/or unplanned expenses that cause a lack of resources.
 - a. Examples: car repairs, medical bills, natural or man-made disasters, death in the immediate family, court fines.
3. A condition that endangers the health and safety of the household.
 - a. Examples: lead poisoning, condemned property, infestation, domestic violence, asbestos, a medical condition that requires uninterrupted utility service for life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

Document Verification

Identity Verification

The identity of the applicant must be verified before services can be provided. Any of the documents listed below can be used for identity verification.

Identity Verification Documents

1. Driver's license
2. Work or school ID
3. ID card from health benefits or social service program
4. Social Security card
5. Voter registration card
6. Wage stubs
7. Birth certificate
8. Family census card
9. Tribal ID
10. Other reasonable sources

In addition, the utility service address must be verified to match the applicant's residential address.

Citizenship Verification (URRD ONLY)

The Utility Repair Replacement Deposit (URRD) program requires that the primary applicant be verified as a U.S. Citizen or Qualified Immigrant. Information concerning this verification process and a list of federally accepted documents can be found in Appendix B.

Income Verification

Please refer to the Program Summaries to determine income verification requirements.

For those fund sources requiring income verification, all household income must be accounted for and verified. The most recent 30 days (up to and including the day of application) of countable income for each household member must be verified. This includes earned and unearned amounts. In addition, gross income amounts (not net income) must be counted, unless otherwise noted.

In cases where all attempts to obtain necessary income verification have failed, a client affidavit form can be used to allow the client to attest to the validity of their income information. The form must be signed by the client.

Some sources of income do not count against total household income. The following lists include the most common sources of countable and excludable income. For comprehensive lists, please refer to Appendix A.

Countable Income Sources

1. Earned income: employment, self-employment¹
2. Benefit income: SSA, SSI, TANF-Cash Assistance, Veterans Benefits, Unemployment Insurance
3. Pensions
4. Worker's compensation
5. Child support
6. Work study
7. Other unearned income: rental income, endowments, legal settlements
8. Tribal per capita

Excludable Income Sources

1. Food stamps and/or EBT
2. Medicare
3. WIC
4. AmeriCorps stipend
5. Earned income of a child under age 16, or who is 16 or 17 and a full-time student
6. Income tax refund
7. Cash gifts of \$50 or less per month per household member
8. Insurance payments
9. Foster care payments and adoption subsidies
10. Housing and Urban Development (HUD) benefits
11. Stimulus payments
12. Previous rental/utility assistance through other grants

¹ Net income will be counted for self-employment income (gross income less business-related expenses).

Steps to Calculate and Verify Household Income

1. Identify the 30-day period prior to and including the application date.
2. Determine the sources and amounts of countable income received by all household members during this 30-day period.
3. Combine these amounts to reach the total, 30-day household income.
4. Compare this amount to the chosen fund source's income threshold, based on the number of household members.
5. Verify each amount from each income source using documents provided by the client and preserve a copy of each document for the client's file.

Payment Guarantee Process

Once a decision to approve a client's application has been made and all documents have been obtained and verified, a payment guarantee can be initiated on behalf of the client. Each fund source has its own point of contact for receiving these guarantee requests. See Appendix C: Payment Guarantee Contact Information. Payment guarantee requests should include all the information listed below and a hard copy of the form should be placed in the client's file.

Information Included in Payment Guarantee Requests

1. Account number
2. Customer name on account
3. Customer address
4. Date of guarantee and guarantee amount
5. Fund source
6. Name of case worker requesting the guarantee
7. Name of organization requesting the guarantee

Agency Reimbursement Process

All guarantees and payments made by partner agencies on behalf of clients are eligible for monthly reimbursement from Wildfire. These guarantees and payments must be accompanied by complete and accurate applications recorded properly in the Grants Management System (GMS) to receive reimbursement from Wildfire. See the GMS User Manual for clarification on this process.

Agencies will receive reimbursement for the amounts guaranteed plus any program delivery amounts, as specified in contract. Funds received for guarantees made are dedicated funds only for the purpose of paying for the guarantees and must be paid to the respective utility company as soon as possible. Funds received for program delivery have no restrictions and may be used at the discretion of the agency.

Record Keeping

The applicant has the primary responsibility to provide all required documents. In situations where it is difficult for the applicant to obtain documents needed to complete eligibility determination, the partner agency should offer assistance to the client in obtaining the information.

In cases where all attempts to obtain necessary documents have failed, a client affidavit form can be used to allow the client to attest to the validity of any eligibility information provided. The form must be signed by the client. The client affidavit cannot be used to verify U.S. Citizenship status. See Appendix D for client affidavit form.

Case Files

Supporting documentation for each client application must be kept in individual case files. Each file must contain all the necessary documents to support the eligibility determination decision reached by the agency. Case files for every fund source must contain the documents listed below. Electronic records are sufficient.

Documents Included in Case Files²

1. Intake/Application with client info and name of case worker
2. Verification document for ID of client
3. Citizenship verification of primary applicant (for URRD only)
4. Utility bill (or receipts for purchases of fuel), matching applicant's service address
5. Income verification
6. Documents verifying crisis (if required by fund source)
7. Client affidavit form (if used)
8. Statement of truth and release of information form, signed by the client. See sample form in Appendix D.
9. Copy of completed payment guarantee request
10. Proof of ownership of appliance (repair/replace)
11. Verification of job completion with client signature (repair/replace)

Additional documents may be required by certain fund sources when indicated on the Program Summary.

Client affidavit may be used in place of the following:

- Documents verifying crisis
- Income verification

² Agencies may be granted reasonable exemptions from including certain documents in case files. Contact Wildfire staff for exemption requests.

Maintaining Records

Partner agencies are required to maintain supporting financial records, documentation, and statistical records for three years.

Payments Made to Ineligible Households

If assistance is provided to an ineligible household due to a case worker's error, an over-expended fund source, or if the client was found to be ineligible after the payment was made, the award to the household must be honored and the partner agency will be responsible for repaying the award amount to Wildfire and paying the guarantee using funds other than those provided to the agency by Wildfire. The partner agency has the right to appeal any repayment determination directly to Wildfire.

Fraudulent Information and Conflict of Interest

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

Relatives of Applicants

Case workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically, parents, siblings, spouses, aunts, and uncles are to be interviewed by another case worker or supervisor.

Agency Employees

Agency employees should not be denied the right to apply for and receive services through this program. These individuals or members of their households may apply for assistance; however, a supervisor must conduct the application intake process.

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the Wildfire HEAF Advisory Board and the Wildfire Board of Directors.

All revisions will be sent to partner agencies as they occur. Partner agencies have the responsibility to update their own information as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

Distributing Funds and Monitoring Balances

Partner agencies are responsible for monitoring the ongoing balances of each fund source under contract with Wildfire throughout the course of the contract year. All funds must be distributed to eligible clients by the end of the contract year and over-expenditures must not be

allowed. Any over-expenditure incurred by the agency must be repaid to Wildfire using funds other than those provided to the agency by Wildfire.

There is an expectation that agencies fully expend their fund sources by the end of their annual contract. Agencies are also expected to account for projected spending and consider potential redistribution to other agencies if they are unable to meet targeted expenditures.

Monitoring/Audit Process

Partner agencies are responsible for ensuring that all policies and procedures are being followed. Wildfire staff will conduct an audit of application and case files during annual monitoring visits. The following elements are reviewed in every audit:

1. Accuracy of information
2. Client eligibility, based on the fund source utilized
3. Completeness of the client file (all required documents included)
4. For utility assistance, demonstration of payment guarantee to utility company
5. For repair/replace, demonstration of client satisfaction with job completion

Wildfire recommends agencies complete regular internal audits on utility assistance files in preparation for monitoring visits.

Cooperation

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

Confidentiality

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

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

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. The partner agency shall take reasonable steps to safeguard, secure and maintain the confidentiality of all individual information in its

possession, and to protect such information from unauthorized access, use or disclosure, using the same degree of care it uses to protect its own confidential information and, in no event, less than a commercially reasonable degree of care. All records shall be open to all federal, state, and contractor auditors and/or examiners during their regular audits.

If an agency receives a request to produce or disclose documents that contain any confidential information pursuant to a valid public records request, or other applicable law, order, or court ruling, the agency must promptly notify Wildfire before honoring the request.

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

Non-Discrimination Policy

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits from, or subjected to discrimination under any program or activity receiving federal funds because of race, color, national origin, disability, religion, or sex, or sexual orientation.

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

Appeals Policy

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

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

Appendix A: Countable and Excludable Income

Countable Income

EARNED and/or UNEARNED income will be considered in determining eligibility for services. The gross amount of income prior to deductions will be counted unless otherwise specified.

Earned Income

Earned income is defined as either cash or in-kind income received as compensation for wages, salaries, commissions or profit through employment or self-employment.

Earned income includes but is not limited to:

1. ARIZONA TRAINING PROGRAM (ATP): Salaries to handicapped persons working in a sheltered workshop situation are counted. Verbal or written verification may be obtained from ATP.
2. BABY-SITTING OR CHILDCARE INCOME: Earnings from baby-sitting are counted as self-employment income. Verbal or written verification may be obtained from DES or the person paying for the care.
3. CAN OR BOTTLE SALES OR OTHER USABLE DISREGARDS: Income from these sales is counted as self-employment income. Client should have receipts for such sales. If receipts are not available, a signed and dated client statement would be acceptable.
4. CONTRACT INCOME: Income received by individuals who are employed under a contract that states a specific length of time and a specific income amount to be paid during that time.
5. HOUSEKEEPER OR HOME HEALTH AIDES: Income earned as a housekeeper or home health aide is countable. Verbal or written verification may be obtained from the employer.
6. IN-KIND EARNED INCOME: Work performed by a client in exchange for room, board, or other needs is earned in-kind income. The employer will establish the monetary value of the service. A collateral contact or a signed and dated statement from the employer or client can verify in-kind income. The employer may be, but is not limited to:
 - a. A landlord who is providing rent or portions of the rent or utilities in exchange for work.
 - b. A storeowner who gives goods, such as groceries, clothes or furniture in exchange for work.
 - c. An individual who receives a car, tools, trailer, building material, gasoline, etc. in exchange for work.
7. JURY PAY: Counted as earned income. Check stubs should be available to verify income.
8. MILITARY INCOME: Wages received while in the military are countable. This includes base pay (BP), Proficiency pay (PRO), rations (separate/leave), basic allowance for housing (BAQ),

basic allowances for subsistence (BAS) and variable housing allowance (VHA) when considered an entitlement. Use the leave and earnings statement, when available, to verify the amount of earned income issued.

9. RENTAL INCOME: Any monies received from rental of property, including boarders, less expenses, are counted as earned income if work is involved.
 - a. Work includes, but is not limited to, managing rental property requiring maintenance, collection of rent or accounting functions. There is no time requirement for number of hours worked.
 - b. If a person's income from rental of property does not require work, rent is considered unearned income.
10. SELF-EMPLOYMENT INCOME AND EXPENSES: Self-employment includes but is not limited to businesses such as grocers, craftsmen, taking in boarders, ranching, farming, swap meet sales, odd jobs, baby-sitting, can and bottle collection, janitorial, guide for hunting or fishing or any wholesale or retail sales.

Clients are not considered self-employed if they work for a business or another person on a commission basis, unless the client reports and pays his/her own withholding taxes for state, federal and FICA.

Acceptable verification for self-employment:

- a. IRS Form 1099
- b. Ledger statement
- c. Client statement

When calculating self-employment income, the client may deduct any business expenses. Gross incomes minus business expenses equals countable income.

11. VOCATIONAL REHABILITATION (VR): Wages from VR sponsored on-the-job training (OJT) are countable.
12. WAGES: Gross earnings from employment, prior to any deductions, garnishments, allowances or adjustments. Special benefits or deductions connected with employment earnings are counted as follows:
 - a. Advances, bonuses and commissions must be counted as earned income in the month received.
 - b. When tips are shown on the paystub and the household claims a lesser amount but has no record of actual tips received, count the amount on the paystub.
 - c. When tips are not shown on the paystub, obtain the individuals' written tip record. When not available, obtain a written statement from the household or contact the employer.
13. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA): Earnings from employment through WIOA will be counted for persons age 18 and over.
14. WORK STUDY: Earnings received from the following: Work-study programs, when the funds do not come under Title IV of the Higher Education Act; Veterans Administration work-study program.

Unearned Income (countable)

Unearned income is defined as income that was not received as a result of the performance of a service, or earned from sources other than employment, self-employment or in-kind income.

Countable unearned income includes but is not limited to:

1. ALIMONY OR SPOUSAL MAINTENANCE: A court-ordered support amount, which a legally divorced or separated person pays to the spouse, must be counted. Verbal or written verification may be obtained from the office of the Clerk of the Court or Division of Child Support Services.
2. ASSISTANCE PAYMENTS: such as General Assistance (GA) or Cash Assistance (CA) from this state as well as other states must be counted.
3. BUREAU OF INDIAN AFFAIRS (BIA):
 - a. BIA-General Assistance payments are public assistance and treated as any other assistance payments.
 - b. Clothing allowances available to the individual, whether in cash or a voucher made out to the individual must be counted.
 - c. Tribal Work Experience Program (TWEP) or Tribal Assistance Project Program (TAPP). Exclude any portion of the amount, which is an incentive payment.
4. CHILD SUPPORT: Any payment received directly by the household from an absent parent or paid through the Division of Child Support Services or Clerk of the Court. Only the amount paid to the client is counted (CP) = child support payment. All child support income is considered unearned income.
5. COMMISSIONS: Commissions received from a terminated source of employment are counted as unearned income.
6. CONTRIBUTIONS AND COMPLIMENTARY ASSISTANCE: Cash contributions must be counted as unearned income, if not considered as gifts or child support.
7. INDUSTRIAL COMPENSATION: The amount of the compensation, after attorney's fees are deducted, is unearned income. The Industrial Claim award letter will verify amount being paid but will not verify the attorney's fees.
8. INDIAN GAMBLING INDUSTRY: Per capita disbursements are considered income in the month received. Any amount remaining in a following month will be counted as a resource.
9. INSURANCE: Insurance payments made directly to the insured must be considered income if the money is not used to replace or repair insured items, such as car, roof repair, or medical bills. Insurance benefits, which are used for or are intended to meet basic daily needs, are counted as unearned income.
10. INTEREST, DIVIDENDS, AND ROYALTIES: Any interest, dividend, or royalty payments exceeding \$50 in the 30 days prior to and including date of application made directly to the

individual, are counted as unearned income. Funds left on deposit or converted into additional securities are a resource.

11. **LEGAL SETTLEMENTS:** Legal settlements, less attorney fees and medical bills paid by the attorney out of the settlement, are unearned income in the month received.
12. **MORTGAGES AND SALES CONTRACTS:** Payments received from mortgages or sales contracts are counted. Includes payment received from a reverse mortgage.
13. **LUMP SUM PAYMENT:** Any form of income received in a lump sum payment, including but not limited to:
 - a. Inheritance
 - b. Winnings from lotteries, bingo, or any other form of gambling
 - c. Insurance settlements including amount withheld as a lawyer's fee
 - d. Property Tax Credit
 - e. Rebates/Credits
 - f. Refund Deposit
 - g. Severance Pay
14. **RENTAL INCOME:** If the property owner does not perform any services in order to receive the income, it is unearned income.
15. **RETIREMENT INCOME:** The payments from retirement funds, pensions, and annuities must be considered unearned income.
16. **SOCIAL SECURITY ADMINISTRATION BENEFITS:** SSA benefits (sometimes referred to as RSDI- Retirement, Survivors, and Disability Insurance) are granted to eligible wage earners and/or their dependents or survivors and are counted as unearned income. Do not include the Medicare deduction in the total amount.
17. **SUPPLEMENTAL SECURITY INCOME (SSI):** Monthly cash payments made under the authority of Title XVI of the Social Security Act, as amended, to the aged, blind, and disabled (A Federally financed public assistance program). The recipient need not have contributed to the Social Security Fund to be eligible for SSI benefits.
18. **STRIKE PAY:** from unions to striking employees is not wages and must be considered unearned income. If there is no check stub, verification can be obtained by calling the union.
19. **UNEMPLOYMENT INSURANCE (UI):** Considered unearned income in the month received. The amount of income can be verified by a check stub or contacting the local UI office.
20. **VETERANS ADMINISTRATION BENEFITS (VA):** Retirement, Survivors, Disability, and Educational Benefits are paid to veterans and their dependents or survivors. Only the amount of the benefit, which is actually received by the person whose income must be included, will be counted.

Excludable Income

Only the income discussed in this section will be excludable:

1. Insurance payments designated to repay a specific bill, debt, or estimate, which cannot be used for other needs, is not countable
2. WIC – Payments or benefits to persons participating in the WIC program (Special Supplemental Food Program for Women, Infants, and Children) must be disregarded
3. Retirement, pension, and annuity interest/dividends are not countable as long as the money cannot be withdrawn without penalty
4. Bureau of Indian Affairs (BIA) work-study program. This includes monies provided for educational and living expenses
5. Work study programs funded under Title IV of the Higher Education Act
6. Any portion of an education grant or scholarship received by a household member
7. Earned income of a child 16 and 17 years of age who is a full-time student
8. Earned income of a child under 16 years of age
9. Cash gifts of \$50.00 or less per month per household member
10. Non-cash benefits provided on behalf of a household member but not paid directly in the name of the household member, including but not limited to vouchers for food, clothing, or housing
11. Loans that need to be repaid
12. Money that a household member receives and uses for the care and maintenance of a person who is not a household member
13. Payments/vouchers received by the household from the State for the health/well-being of a foster child residing in the household
14. Stipends from senior companion programs – VISTA, Title II, Title V
15. Earned Income Tax Credit
16. Income Tax Refund
17. Reimbursements, e.g., mileage, gas, lodging and meals
18. Agent Orange Payments

19. AmeriCorps Network Program payments for living allowances, earnings, and in-kind aid. The AmeriCorps Network Program includes but is not limited to:
 - a. Arizona Conservation Corp
 - b. Arizona Council of Centers for Children and Adolescents (ACCCA)
 - c. Border Volunteer Corps (BVC), Mesa AmeriCorps Community Services
 - d. Partnership Rural Health Office, University of Arizona, Youth in Action, Learn and Serve (NAU) Child Care Food Program payments
20. Disaster or emergency assistance provided by the Federal Disaster Relief Act or comparable assistance provided by States, local governments and disaster assistance organizations
21. Housing and Urban Development (HUD) – Some individuals residing in HUD housing are granted benefits either in the form of credits against their rent or as cash allowances. The cash allowance must be used for the purpose intended, (rental or utility obligation)
22. Education and Employment: (a) Any wages, allowances, or reimbursement for transportation and attendant care cost, unless accepted on a case-by-case basis, when received by an eligible handicapped individual employed in a project under Title VI of the Rehabilitation Act of 1973 as added by Title II of Public Law 95-602.
23. Payments to members of specific Indian Tribes and Groups:
 - a. Settlement fund payments and the availability of such funds to members of the Hopi and Navajo Tribes under section 22 of Public Law 93-531 (88 Stat. 1722) as amended by Public Law 96-305 (94 Stat. 929) (Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.)
 - b. Any distributions of judgment funds to members of the San Carlos Apache Indian Tribe of Arizona under section 7 of Public Law 93-134 (87 Stat. 468) and Public Law 97-95 (95 Stat. 1206) (Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.)
24. Adoption Subsidies/Reimbursements

Adoption Subsidy payments are federally, state, or locally funded assistance payments provided to children with special needs. These payments are intended to help a child whose special needs otherwise might hinder their adoption. Adoption Subsidy payments vary depending on the special needs of the child. Adoption subsidy payments are NOT COUNTABLE as income.
25. Other:
 - a. Compensation provided to volunteers by the Corporation for National and Community Service (CNCS), unless determined by the CNCS to constitute the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.), or applicable State law, pursuant to 42 U.S.C. 5044(f) (1) (Note: This exclusion does not apply to the income of sponsors of aliens.)
 - b. Any assistance to an individual (other than wages or salaries) under the Older Americans Act of 1965 as amended by Section 102 (h) (1) of Pub. L. 95-478 (92 Stat. 1515, 42 U.S.C. 3020a)
 - c. Amounts paid as restitution to certain individuals of Japanese ancestry and Aleuts for losses suffered because of evacuation, relocation, and internment during World

War II, under the Civil Liberties Act of 1988 and the Aleutian and Pribilof Islands Restitution Act, sections 105(f) and 206(d) of Public Law 100-383 (50 U.S.C. App. 1989 b and c)

- d. Payments made under section 6 of the Radiation Exposure Compensation Act, Public Law 101-426 (104 Stat. 925, 42 U.S.C. 2210)
- e. Payments made to individuals because of their status as victims of Nazi persecution excluded pursuant to section 1(a) of the Victims of Nazi Persecution Act of 1994, Public Law 103-286 (108 Stat. 1450)
- f. Any matching funds from a demonstration project authorized by the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (Pub. L. 105-285) and any interest earned on these matching funds in an Individual Development Account, pursuant to section 415 of Pub. L. 105-285 (112 Stat. 2771)
- g. Any earnings, Temporary Assistance for Needy Families matching funds, and interest in an Individual Development Account, pursuant to section 103 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193, 42 U.S.C. 604(h)(4))
- h. Payments made to individuals who were captured and interned by the Democratic Republic of Vietnam because of participation in certain military operations, pursuant to section 606 of the Departments of Labor, Health and Human Services and Education and Related Agencies Appropriations Act of 1996 (Pub. L. 105-78)
- i. Payments made to certain Vietnam veterans' children with spinal bifida, pursuant to section 421 of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act of 1997 (Pub. L. 104-204, 38 U.S.C. 1805(a))

Appendix B: Instructions for Verifying Citizenship and Qualified Immigrant Status

Definition of U.S. Citizenship

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions. U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands - on or after November 4, 1986
- Panama Canal Zone – on or after February 26, 1904
- Puerto Rico - on or after July 1, 2010 (Senate Bill 1182, Law #191 of 2009)
- Swain Islands
- U.S. Virgin Islands - on or after January 17, 1917

Verification of U.S. Citizenship

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

Participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD).
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare.
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-8 of the Social Security Act. Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoption subsidies.

Note: Participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria, they must then provide the proper and approved documentation as described in the section below.

Approved Documentation

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

A. Primary – Verification Documents

1. A birth certificate showing birth in the U.S., its territories or possessions.
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.

12. American Indian Card (I-872) issued by USCIS with the classification code KIC. The benefit granting Service Provider shall require the applicant to present a membership card or other tribal document demonstrating membership in an Indian tribe. If the applicant has no document evidencing tribal membership, the benefit granting Service Provider should contact the Indian tribe for verification of membership.

B. Secondary – Verification Documents

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

C. Primary or Secondary Documents Are Not Available

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

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

4. Verification from the U.S. Citizenship and Immigration Services (USCIS). The documentation **CANNOT** be expired.
5. Verification from the Social Security Administration, e.g., award letter
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System or an AHCCCS award Letter.
10. Military papers - When verifying military service criteria, the following apply:
 - a. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
 - b. Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active))
 - c. A spouse or unwed dependent child of a veteran or active duty non-citizen must provide a document to verify relationship along with military verification requirements
 - d. A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date (Record must indicate a place of birth in the United States)
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant
14. Tribal census records for the Navajo or Seneca tribes (The records must be created at least five years before the application and list a U.S. place of birth.)
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth

17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs
19. A **current** decision letter from the ADES/Family Assistance Administration that demonstrates eligibility for the Food Stamp or Cash Assistance Programs (The award letter must list the applicant as an eligible member of the household).
20. A DES SNAP/TANF case management system record match, indicating that the individual is currently receiving SNAP or TANF benefits.

Verification of Qualified Immigrants

Applicants who state they are Resident Immigrants must meet at least one of the categories set forth below:

A. Resident Immigrants

A Resident Immigrant is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Resident Immigrant is potentially eligible for services when they meet any of the following:

1. They have been continuously lawfully residing in the U.S.
2. They have a military connection
3. They are American Indians born in Canada who possess at least 50 per quantum of American Indian Blood. These Non-Citizen Legal Residents are recognized as immigrants

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

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

Temporary Evidence of Lawful Permanent Residence – Valid Until (Date)
With the following Stamp/Annotations of Law

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

2. Non-Specific Admission Stamp - Eligible when the form is noted with an I- 551 eligible status code
3. Parole Admission Stamp - Eligible when the period of parole is for at least one year as verified on the stamp
4. Replacement Admission Stamp - Eligible when the stamp displays an I-551 eligible Status Code
5. Temporary I-551 Admission Stamp - Eligible when the key phrase reads one of the following:
 - a. "Admission for Permanent Residence at: "D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8,
 - b. Asylee
 - i. An Asylee, Non-Citizen Legal Resident is granted asylum through an exercise of discretion by the Attorney General, pursuant to Section 208 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date their status is granted.
 - ii. These applicants normally have one of the following USCIS documents. (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):
 1. I-94 with one of the following:
 - a. A stamp showing grant of asylum under Section 208 of the INA to include:
 - i. AS1 - Eligible for benefits
 - ii. AS2 - Eligible for benefits
 - iii. AS3V92 - Eligible for benefits

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

B. Refugee or Amerasian

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

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

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

C. Victim of Human Trafficking

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

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

1. I-94- with a T Visa or Derivative T Visa (T, T-2, T-3, T-4, or T-5)

D. Non-Citizen Legal Resident Paroled Into The U.S.

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

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

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front.

The form must not be expired, and the expiration date must be at least one year after the issue date. Both dates are documented on the form (Eligible for Benefits).

E. Non-Citizen Legal Resident Whose Deportation Is Withheld

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

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

1. I-94 -with an order from an immigration Judge showing one of the following:
 - a. Deportation withheld under 243(h) of the INA (Eligible for Benefits)
 - b. Removal withheld under 241(b)(3) of the INA (Eligible for Benefits)

F. Cuban or Haitian Entrant

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

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

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

G. Conditional Entrant

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

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

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

H. Abused or Battered Resident Immigrants

Documented non-citizen asylum seekers may become qualified Resident Immigrants when they have suffered abuse from a parent or a spouse.

The Service Provider staff must inform the abused or battered applicant of the following:

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

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

In order for the Resident Immigrant to be eligible under this category, they must meet ALL of the following:

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

I. Indefinite Detainee

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

J. Military Connection

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

1. They are a qualified Resident Immigrant
2. They meet one of the following military service criteria:
 - a. An honorably discharged veteran or person on active duty
 - b. On active duty in the Armed Forces of the U.S.
 - c. A spouse of a veteran or person on active duty who meets one of the following:
 - i. Is legally married to the veteran or person on active duty
 - ii. Is legally separated from the veteran or person on active duty
 - iii. Is a widowed spouse of the veteran or person on active duty and has not remarried

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

When verifying military service criteria, the following apply:

1. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
2. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used
3. Only full-time Air Force, Army, Navy, Marine or Coast Guard is eligible
4. Any Reserve or National Guard duty is excluded

A spouse or single dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements.

Qualified USCIS Identification Cards

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

USCIS Identification Cards

Eligible ID cards:

1. I-94 Arrival/Departure Record
 - a. POTENTIALLY ELIGIBLE depending on the following:
 - i. I-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criterion identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number
2. I-94 Parole Edition
 - a. POTENTIALLY ELIGIBLE depending on the following:
 - i. I-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criterion identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.
3. I-151 Alien Registration Card
 - a. POTENTIALLY ELIGIBLE – The I-151 is the original green card. Many, however, were printed on blue paper; several versions of this card exist.
 - i. Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.
4. I-551 Permanent Resident Card
5. Visa Stamps in Foreign Passports – Eligible when all the following occur:
 - a. The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".
 - b. Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

Note: Applicants who have expired or lost immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

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

Affidavit That Document(s) Is/Are True

An eligible applicant must execute a sworn affidavit stating that the documentation provided as listed on this document during the verification process is true.

1. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process or add cost to the process for the applicant.
2. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation.

Non-Qualified Immigrants

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

1. I-94 (Non-citizens with this document may have either qualified or nonqualified status. The admission stamp annotated on the card determines the non-citizen's status.)
2. I-184 (Crewman Landing Permit)
3. I-185 (Nonresident Alien Canadian Border Crossing Card)
4. I-186 (Nonresident Mexican Border Crossing Card)
5. I-444 (-Mexican Border Visitor Permit)
6. I-586 (Nonresident Alien Border Crossing Card)
7. I-688A (Employment Authorization)
8. I-688 (Temporary Resident [This is the first card issued to non-citizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.])
9. I-688B (Employment Authorization [This is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.])

10. I-689 (Fee Receipt-Non-citizens [Applicants with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.])
11. I-766 (Employment Authorization)
12. DSP150 (Border Crossing Card [This card was introduced in 1997. Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.])
13. Student Visa (This card was introduced in 1998)

Ineligible Alien ID Cards

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

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

Appendix C: Payment Guarantee Contact Information

APS:	Online through the APS EAG system. Call the APS Caps Team (602) 371-6774 for questions and assistance. Email: guaranteeassistance@apsc.com
SRP:	Email: SRPEAG@srpnet.com Phone: (602) 236-3003 Fax: (602) 914-8732
SWG:	Online through the SWG Portal. Please contact Southwest Gas directly for access to the portal. Email: SCA-SWGAgencies@swgas.com Phone: (877) 967-9427 Fax: (866) 997-9427
GLOBAL WATER:	CustomerService@gwresources.com Fax: (520) 568-6367
TEP:	Email: AgencyDesk@tep.com Phone: 1-520-917-8418
UNISOURCE (Warm Spirit):	Email: AgencyDesk@uesaz.com Phone: 1-866-628-5721 Fax: 1-866-870-5163
REQUIRED INFORMATION:	Guarantees should include the following information (see also the Policy section on Payment Guarantee Process): <ol style="list-style-type: none">1. Account number2. Customer name on account3. Customer address4. Date of guarantee and guarantee amount5. Fund source (if possible)6. Name of case worker requesting the guarantee7. Name of organization requesting the guarantee

Appendix D: Documents

AGENCY FUND SOURCE CHECKLIST

Wildfire recommends agencies be “audit ready” by completing regular internal audits or file reviews on utility assistance files in preparation for future Wildfire Site Visits.

Items for review must be easily accessible for Wildfire staff conducting site visits.

Documentation on File:	Yes	No	Notes
ID verification of applicant			
Income verification for all household members during previous 30 days; FPL %			
Current utility bill with address that matches applicant & service address			
Crisis documentation			
Signed affidavit for any and all missing documents			
Signed statement of truth and release of information			
Copy of payment guarantee			
For URRD: Documentation of citizenship or lawful presence for primary applicant (page 21 of the manual)			
For repair/replace: Proof of ownership for appliance repair/replace			
For repair/replace: Verification of costs for appliance repair/replace			
For repair/replace: Statement of completion signed by client			

Sample Intake Sheet

First Name	Middle Initial	Last Name	SSN
Residential Street Address			Residential County
City		State	Zip Code
Primary Phone	Secondary Phone	Email Address	
DOB	Marital Status Married Single Divorced	Citizenship Status U.S. Citizen Legal Resident Other	
Health Insurance Through Work Private Medicare AHCCCS	Gender	Highest Level of Education	
Ethnicity Hispanic/Latino Not Hispanic/Latino		Armed Forces Veteran?	Have you moved in the last year?
Race		Disability?	
Housing Type Own Rent Homeless Other		Other Assistance Received LIHEAP URRD WAP Food Stamps Rental Assistance TAP Other	Is any member of the household a Seasonal Farm Worker?
Family Type Single Parent – Female Single Parent – Male Two Parent Household Single Person Two Adults – No children Grandparent Raising children Other			Is any member of the household a Migrant Farm Worker?
		Case Manager	
Household Size		Other Comments	
# of Sources of Household Income			
# of Household Members with Income			
Were you referred to us by another person or agency?			
How many sources of income do you have?	Income Type (Circle all that apply) Part Time Full Time Retirement Public Benefits UI		30-day Gross Amount
Income Source Name	Source – Phone Number	Source – Email	

Household Member			
First Name	Middle Initial	Last Name	SSN
Residential Street Address			Residential County
City		State	Zip Code
DOB	Marital Status Married Single Divorced	Citizenship Status U.S. Citizen Legal Resident Other	
Health Insurance Through Work Private Medicare AHCCCS	Gender	Highest Level of Education	
Ethnicity Hispanic/Latino Not Hispanic/Latino		Armed Forces Veteran?	Have you moved in the last year?
Race		Disability?	
How many sources of Income?	Income Type (Circle all that apply) Part Time Full Time Retirement Public Benefits UI		30-day Gross Amount
Income Source Name	Source – Phone Number	Source – Email	

Household Member			
First Name	Middle Initial	Last Name	SSN
Residential Street Address			Residential County
City		State	Zip Code
DOB	Marital Status Married Single Divorced	Citizenship Status U.S. Citizen Legal Resident Other	
Health Insurance Through Work Private Medicare AHCCCS	Gender	Highest Level of Education	
Ethnicity Hispanic/Latino Not Hispanic/Latino		Armed Forces Veteran?	Have you moved in the last year?
Race		Disability?	
How many sources of Income?	Income Type (Circle all that apply) Part Time Full Time Retirement Public Benefits UI		30-day Gross Amount
Income Source Name	Source – Phone Number	Source – Email	

Any additional Household Members? _____

Client Affidavit

Agency: _____

Date: _____

I, _____, solemnly swear, under penalty of perjury by my signature below, that the following statements regarding my eligibility for services and benefits are true and correct to the best of my knowledge:

Signature: _____

Date: _____



Agency: _____

Agency Phone: _____

Applicant Name: _____

In order to process your application for assistance, you must affirm the following statements, by including your signature at the end of this document.

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

Release of Information: I hereby consent to and authorize Wildfire or their sub-contracted Agency (Agency) to contact any source necessary to establish the accuracy of the information given by me and to release information contained in the application, if necessary.

For APS Customers Only: I hereby consent to and authorize Wildfire or their sub-contracted Agency (Agency) to access any information from Arizona Public Service Company (APS) concerning my payment history, delinquencies, outstanding amounts owed, required deposits, usage history and other related information, and to use such information in connection with my application for financial assistance on this date. This consent and authorization shall expire following Agency review of my APS customer account information for qualification of Agency financial assistance.

Signature: _____

Date: _____



Agencia: _____

Teléfono de la agencia: _____

Nombre del Aplicante: _____

Para poder procesar su solicitud de asistencia, debe confirmar las siguientes declaraciones incluyendo su firma al final de este documento.

Declaración de Veracidad: Bajo pena de perjurio y reconocido con mi firma a continuación, juro o afirmo que las declaraciones hechas con respecto a las personas en mi hogar y los ingresos, recursos, propiedades y todos los demás elementos relacionados con mi posible elegibilidad para beneficios son verdaderas y correctas según mi leal saber y entender.

Liberar Información: Por la presente doy mi consentimiento y autorizo a Wildfire o a la Agencia subcontratada por ellos (la Agencia) a contactar cualquier fuente necesaria para verificar la exactitud de la información proporcionada por mí y a divulgar la información contenida en la solicitud, si es necesario.

Solo para Clientes de APS: Por la presente doy mi consentimiento y autorizo a Wildfire o a la Agencia subcontratada por ellos (la Agencia) a acceder a cualquier información de la compañía Arizona Public Service (APS) relacionada con mi historial de pagos, moras, montos pendientes, depósitos requeridos, historial de consumo y otra información relacionada, y a utilizar dicha información en relación con mi solicitud de asistencia financiera en esta fecha. Este consentimiento y autorización expirará después de que la Agencia revise la información de mi cuenta como cliente de APS para determinar si califico para la asistencia financiera de la Agencia.

Firma: _____

Fecha: _____

Appendix E: Program Summaries

UTILITY ASSISTANCE - GENERAL

Information applies to all fund sources, unless otherwise specified

INCOME VERIFICATION

(When required by fund source): All sources of household income received during the past 30 days, including the date of application, must be accounted for and verified.

SERVICE PERIOD:

A household may be assisted **once** in a 12-month period for each fund source, unless otherwise specified.

SUBSTITUTE SSN (if necessary):

Zip code + Birthday (for example: if zip code is 85203 and birthday is May 1, 1980, substitute SSN will be **852-03-0501**)

ACCEPTABLE CRISIS REASONS:

Crisis requirements are program specific

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

CLIENT FILES MUST CONTAIN:

Additional documents may be required, as specified by individual program summaries

1. Intake sheet with client info and name of Case Worker
2. Verification document for ID of client
3. Citizenship verification (URRD only)
4. Utility bill, matching applicant service address or receipt of fuel purchase
5. Income verification
6. Documents verifying crisis (if required by fund source)
7. Client affidavit form (if utilized)
8. Statement of truth/release of info, signed by client
9. Copy of payment guarantee request

PAYMENT GUARANTEE INFO:

Guarantees should include the following information:

1. Account number
2. Customer name on account
3. Customer address
4. Date of guarantee and guarantee amount
5. Fund source
6. Name of case worker requesting the guarantee
7. Name of organization requesting the guarantee



ARIZONA PUBLIC SERVICE (APS) CRISIS BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, including reconnection fees or establishment charges, incurred only at the client's current address. No credits can be given.</p> <p>Cannot pay deposits. A deposit is not required if the customer is on E-3.</p> <p>Payments can be given to clients who are already enrolled in the Budget Billing Program, even if a credit balance is already showing on the account. The payment amount should cover the current and upcoming month's charges, as well as any outstanding debt due to missed payments.</p>
MAXIMUM GRANT AMOUNT:	<p>\$1,000.00. Customers may receive assistance <u>twice</u> in a 12-month period.</p>
ELIGIBILITY CRITERIA:	<p>Household income must be at or below 200% of the current Federal Poverty Level (FPL) guidelines. Client must be the customer of record or a household member.</p> <p>Disconnected accounts are eligible for assistance, but charges incurred at former residences are not eligible.</p>
CITIZENSHIP REQUIREMENT:	<p>None</p>
CRISIS:	<p>Crisis reason must be stated on application. Documents verifying crisis are required or the Case Manager may document in file that documents verifying crisis were viewed.</p>
PAYMENT GUARANTEE:	<p>Online through the APS EAG system. Call the APS Caps Team (602) 371-6774 for questions and assistance.</p>



GLOBAL WATER LOW INCOME RELIEF TARIFF PROGRAM SUMMARY

WATER COMPANIES:

Santa Cruz Water Company (Pinal County) (Water – Maricopa, Red Rock, Picacho Cove Utility in Coolidge)
Palo Verde Utilities Company (Pinal County) (Sewer – Maricopa, Red Rock, Picacho Cove Utility in Coolidge)
Twin Hawks Utility (Pinal County) (Water – Marana)
Tortolita Water Company (Pima County) (Water – Marana)
Lyn Lee Water Company (Pima County) (Water- Marana)
Mirabell Water Company (Pima County) (Water – Three Points in Tucson)
Francesca Water Company (Pima) (Water – Three Points in Tucson)
Rincon Water Company (Pima County) (Water – Vail)
Las Quintas Serenas Water Company (Pima County) (Water – Sahuarita)
Farmers Water Company (Pima County) (Water – Sahuarita, Green Valley)
Belmont Water Company (Maricopa County) (Water Utility of Greater Tonopah, Water Utility of Northern Scottsdale, Eagletail Water Company)

CAN PAY:

Current and past due charges, deposits, late fees, reconnection fees, service fees, returned payment fees, after hours service fees (where applicable). Installation of a back-flow prevention assembly if such assembly is required by tariff of the Global Water Utilities. Credits can be given.

MAXIMUM GRANT AMOUNT:

\$350.00 for water customers and \$350.00 for sewer customers in North Scottsdale, Tonopah and Eagletail.

\$700.00 for customers in Maricopa and Red Rock.

Customers may be assisted more than once in a 12-month period. The total amount of assistance within the year cannot exceed \$350.00 for water and \$350 for sewer for customers in North Scottsdale, Tonopah and Eagletail and \$700.00 for customers in Maricopa and Red Rock.

Clients can only receive assistance from one Customer Assistance Program; listed under Eligibility Criteria.

ELIGIBILITY CRITERIA:

Client must be customer of record and fall within one of the following Customer Assistance Programs:

1. **Low-Income Program:** Household income must be at or below 200% of the federal poverty guidelines. Clients must not have a history of meter tampering or lock-cutting within the last two years.
2. **Deployed Service Member Program:** Service member must be on active duty for any of the armed forces, as defined by 10 U.S.C. 101(a)(4) and including any member of the Reserves or National Guard called to active duty OR be deployed, on a deployment that is not a “permanent change of station” and have a primary residence in the Company’s service area.

Each service member’s eligibility must be verified based on written orders from the service member’s command.

3. **Disabled Military Veteran Program:** Client must have been on active duty for any of the armed forces, as defined by 10 U.S.C. 101(a)(4); including any member of the Reserves or National Guard called to active duty AND been honorably discharged from the armed forces AND have a permanent disability rating related to their military duty service, as demonstrated by a medical discharge or other written documentation from the US Department of Defense or Department of Veteran Affairs.

4. **Furloughed Worker Program:** Client must have been employed in good standing with an employer AND provide written evidence that the person has been temporarily laid off, subject to recall or furloughed by an employer.
5. **Medical Hardship Program:** Customers, customers' spouse or customers' qualifying dependent may have experienced a medical issue resulting in unexpected medical costs. To qualify the person must be qualified for Social Security Disability Benefits, as evidenced by notice from the SSA OR be qualified for other short-term or long-term disability insurance benefits, as evidenced by a letter from the insurer OR have experienced hospitalization of more than five (5) days within the last year OR provide documentation that the customer, customer's spouse, or a person claimed as a dependent on the customer's federal tax return, is currently on leave under the Family and Medical Leave Act of 1993, as amended 29 U.S.C 2601 et seq., or has been on such leave within the past year.

CITIZENSHIP REQUIREMENT:

None.

CRISIS:

A crisis reason is not necessary. Required documents are outlined in the Customer Assistance Programs; listed under Eligibility Criteria.

PAYMENT GUARANTEE:

Email to customerservice@gwresources.com must indicate which Customer Assistance Program was utilized.

Fax: (520) 568-6367; must indicate which Customer Assistance Program was utilized.

HEAT RELIEF INITIATIVE PROGRAM SUMMARY

The Emergency Heat Relief Initiative is a response to the state of emergency declared by the governor of Arizona in 2023. It is the result of fundraising efforts by Wildfire and generous donations from utility companies, foundations, HVAC contractors and others throughout the state of Arizona. The funds are designated for repairs, replacements, or new installations of HVAC units.

CAN PAY:

Repairs to existing HVAC units or systems as standalone costs.
Replacement or installation costs for HVAC units, including any duct and electrical work necessary for job completion.
Follow-up costs to educate and assist households with extended warranty registration and system maintenance to ensure longevity. Mini-split units are allowable, while window and portable units are not, however they are potentially allowable under URRD.

Priority should be given to households in immediate danger of heat-related illnesses or deaths. Funds from this program can be utilized in conjunction with other sources, especially in cases where additional work must be performed later to ensure long-term sustainability of the HVAC replacement.

MAXIMUM GRANT AMOUNT:

\$1,500 per household for standalone HVAC repairs.
\$10,000 per household for replacement/installations.
Both amounts can be exceeded if necessary; however, participating partners will be given a requirement in their contracts to serve a minimum number of households.

ELIGIBILITY CRITERIA:

Household income must be at or below 200% of the current, Federal Poverty Level (FPL) guidelines. Exceptions can be made with Wildfire approval.

The applicant must be the owner of the HVAC appliance or system to be repaired and/or replaced.

CRISIS:	Households in immediate, heat-related danger should be prioritized.
CITIZENSHIP REQUIREMENT:	None
ADDITIONAL DOCUMENTS:	(1) Invoice for total costs from a pre-approved contractor; (2) client statement indicating that work has been completed satisfactorily; (3) documentation of post-replacement inspection by qualified staff or contractor; (4) proof of client ownership of the HVAC appliance or system.
ADDITIONAL REQUIREMENTS:	<p>Participating partners will be required to assist in Wildfire's ongoing data collection efforts for fundraising purposes.</p> <p>All client recipients must be assisted to enroll in all available utility discount programs or be given actionable information about how to enroll and/or information on how to receive assistance to enroll.</p>



SALT RIVER PROJECT (SRP) BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, reconnection fees, establishment charges, deposits and balances from a previous SRP address.</p> <p>Credits can be given to clients under circumstances where the Case Manager determines that the funds are necessary for the financial stability of the client. Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.</p> <p>Payments can be given to clients who are already enrolled in the Budget Billing program, even if a credit balance is already showing on the account. The payment amount should cover the current and upcoming month's charges, as well as any outstanding debt due to missed payments.</p> <p>Payments for clients enrolled in the M-Power Program should be enough to cover outstanding debt and the next 30 days of energy usage, based on the Customer Usage Report (available from SRP), taking into account upcoming weather conditions.</p>
MAXIMUM GRANT AMOUNT:	<p>\$800.00. Customers can receive assistance twice in a 12-month period.</p>
ELIGIBILITY CRITERIA:	<p>Household income must be at or below 200% of the current Federal Poverty Level (FPL) guidelines.</p> <p>Client must be customer of record or a household member.</p>
CITIZENSHIP REQUIREMENT:	<p>None</p>
CRISIS:	<p>Crisis reason must be stated on application. Documents verifying crisis are NOT required. An inability to pay a bill is considered a crisis.</p>
PAYMENT GUARANTEE:	<p>Email: SRPEAG@srpnet.com</p> <p>Phone: (602) 236-3003; FAX:(602) 914-8732</p>



SOUTHWEST GAS LOW-INCOME ENERGY CONSERVATION (LIEC) BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, including deposits. Up to 25% of the agency's allocated funds can be used to assist clients with deposits.</p> <p>A client may receive a credit under circumstances where the case manager determines that the funds are necessary for the financial stability of the client. Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.</p> <p>This may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall that they might have trouble paying. Crediting them in the spring/summer months can allow them to avoid such fees.</p>
MAXIMUM GRANT AMOUNT:	<p>\$400.00. Customers can receive assistance once in a 12-month period.</p>
ELIGIBILITY CRITERIA:	<p>Household income must be at or below 200% of the current Federal Poverty Level (FPL) guidelines.</p> <p>Client must be the customer of record or apply for assistance by named proxy.</p>
CITIZENSHIP REQUIREMENT:	<p>None</p>
CRISIS:	<p>Not required.</p>
PAYMENT GUARANTEE:	<p>Email: SCA-SWGAgencies@swgas.com</p> <p>Phone: (877) 967-9427</p> <p>Fax: (866) 997-9427</p>



SOUTHWEST GAS ENERGY SHARE – BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, including deposits, late charges, reestablishment fees, and other related costs or fees.</p> <p>A client may receive a credit under circumstances where the case manager determines that the funds are necessary for the financial stability of the client. Credits must be given only to clients whose circumstances truly warrant them and case notes should outline the details of the decision-making process.</p> <p>Credits may assist customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall.</p>
MAXIMUM GRANT AMOUNT:	<p>\$400.00. Customers may receive assistance <u>multiple times</u> in a 12-month period, provided the total assistance does not exceed \$400 within that period.</p>
ELIGIBILITY CRITERIA:	<p>Clients must have household income at or below 200% of federal poverty guidelines, a verified financial crisis or an unexpected financial difficulty.</p> <p>Client must be the customer of record or a household member.</p>
CITIZENSHIP REQUIREMENT:	<p>None</p>
CRISIS:	<p>Not required for clients whose household income is at or below 200% of FPG. For clients whose household income is above 200% of FPG, documentation verifying crisis must be include in the case file.</p>
PAYMENT GUARANTEE:	<p>Email: SCA-SWGAgencies@swgas.com</p> <p>Phone: (877) 967-9427; Fax: (866) 997-9427</p>



SOUTHWEST GAS ENERGY SHARE – REPAIR/REPLACEMENT PROGRAM SUMMARY

CAN PAY:	Costs associated with repairing natural gas equipment or replacement costs in cases where repair is impossible, or repair costs would exceed replacement costs.
MAXIMUM GRANT AMOUNT:	\$2,000.00. Customers may receive assistance <u>multiple times</u> in a 12-month period, provided that the total assistance does not exceed \$2,000 within that period.
ELIGIBILITY CRITERIA:	<p>Clients must have household income at or below 200% of the current Federal Poverty Level (FPL) guidelines, OR a condition that endangers the health and safety of the household.</p> <p>Client must be the customer of record or a household member.</p> <p><i>For appliance repair/replacement:</i> Proof of ownership of the appliance is required.</p>
CITIZENSHIP REQUIREMENT:	None
CRISIS:	<p>Not required for clients whose household income is at or below 200% of FPG. Clients whose household income is above 200% of FPG may be assisted if they are experiencing a condition that endangers the health and safety of household members. Crisis reason must be stated on the application. Documents verifying crisis are NOT required.</p>
ADDITIONAL DOCUMENTS:	<p><i>For appliance repair/replacement:</i></p> <ul style="list-style-type: none">(1) Invoice for total costs from pre-approved contractor(2) Client statement indicating that repairs/replacements have been completed(3) Documentation verifying client ownership of the appliance



TUCSON ELECTRIC POWER (TEP) BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, including reconnection fees and establishment charges. Can pay deposits.</p> <p>No credits can be given on any accounts.</p> <p>Payments can be given to clients who are already enrolled in the Budget Billing Program, even if a credit balance is already showing on the account. The payment amount should cover the current and upcoming month's charges, as well as any outstanding debt due to missed payments.</p>
MAXIMUM GRANT AMOUNT:	<p>\$800.00. Customers can receive assistance once in a 12-month period.</p>
ELIGIBILITY CRITERIA:	<p>Household income must be at or below 200% of the current Federal Poverty Level (FPL) guidelines.</p> <p>Client must be the customer of record or a household member.</p>
CITIZENSHIP REQUIREMENT:	<p>None</p>
CRISIS:	<p>Crisis reason must be stated on application. Documents verifying crisis are NOT required.</p>
PAYMENT GUARANTEE:	<p>Email: AgencyDesk@tep.com</p> <p>Phone: 1-520-917-8418 Option 4</p> <p>Fax: 1-520-571-4026</p>



TRICO ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Utility bills, rent, mortgage, food, medical bills and other emergency needs at the discretion of the Participating Agency. Replacement of appliances only in cases where repair cost would exceed replacement cost. For repair/replacement, the applicant must be the owner of the appliance or home, as applicable.
MAXIMUM GRANT AMOUNT:	\$800.00. Customers may receive assistance <u>multiple times</u> in a 12-month period, provided that the total assistance does not exceed \$800.00 within that period
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines. Households must be in Trico service area; within Pima, Pinal and Santa Cruz Counties. A Trico customer must reside in the household.
CITIZENSHIP REQUIREMENT:	None.
CRISIS:	Crisis reason must be stated on application. Documents verifying crisis are NOT required.
ADDITIONAL DOCUMENTS:	Copy of the rental agreement or a note from the landlord for utility costs included in rent, if applicable. For repair/replace, proof of ownership of the appliance or home.



UNISOURCE ELECTRIC (UNSE) BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Current and past due charges. Can pay deposits, reconnect fees and establishment charges. No credits can be given on any accounts.
MAXIMUM GRANT AMOUNT:	\$800. Customers can receive assistance once in a 12-month period.
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the current Federal Poverty Level (FPL) guidelines. Client must be the customer of record or a household member.
CITIZENSHIP REQUIREMENT:	None
CRISIS:	Crisis reason must be stated on application. Documents verifying crisis are NOT required.
PAYMENT GUARANTEE:	Email: AgencyDesk@uesaz.com Phone: 1-866-628-5721 Fax: 1-866-870-5163

UTILITY REPAIR REPLACEMENT AND DEPOSIT (URRD) PROGRAM SUMMARY

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

CAN PAY: ***Deposits*** for utility services (electric, gas, water, telephone)
Repairs to existing utility related appliances or systems
Replacements of existing utility related appliances only in cases where repair costs would exceed replacement costs or when an appliance is found to be inoperable with repairs. Replacement appliances must have an Energy Efficient Star Rating.

Guidelines for Deposits

CAN PAY:	Deposits for any utility company. Utility deposit included in a client's rental agreement and collected along with rental payments are eligible for assistance.
MAXIMUM GRANT AMOUNT:	\$4,500 Customers can receive assistance once in a 12-month period.
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the current Federal Poverty Level (FPL) guidelines.
CRISIS:	None needed.
CITIZENSHIP REQUIREMENT:	Primary applicant must be U.S. citizen or legal resident.
ADDITIONAL DOCUMENTS:	Citizenship/Legal Resident status verification for primary applicant Copy of the rental agreement or a note from the landlord for utility costs included in rent Payment guarantees made to the designated utility company

Guidelines for Repairs/Replacements

Ownership: The applicant must be the owner of the appliance or system to be repaired and/or replaced. The following documents can be used to verify ownership:

1. Purchase receipt provided by the client, or
2. Statement of ownership, signed by the client

A qualified individual of the agency, vendor, or trained weatherization contractor may complete inspection of the needed repair and/or replacement.

<i>Eligible Appliance & Systems</i>	<i>Ineligible Appliances & Systems</i>
Water Heater	Television
Cooking Stove	Radios
Microwave	VCRs
Furnaces	Hair Dryers
Air Conditioner	Blenders
Home Telephone (landline only)	Cable TV
Evaporative Coolers	Satellite Receivers
Refrigerators	Water Softener
Washer/Dryers	Dishwasher
Electrical Panels	Water Pump
HEPA Filters	Water Tank
	Pressure Tank

For appliance repair and/or replacement not listed, please contact Wildfire at HEAF@wildfireaz.org.

MAXIMUM GRANT AMOUNT: \$4,500. Clients can receive assistance once in a 12-month period.

ELIGIBILITY CRITERIA: Household income must be at or below 200% of the current Federal Poverty Level (FPL) guidelines.

The applicant must be the owner of the appliance or system to be repaired and/or replaced.

A qualified individual of the agency may conduct inspection of the needed repair and/or replacement.

CRISIS: Crisis reason must be stated on application. Documents verifying crisis are NOT required.

CITIZENSHIP REQUIREMENT:

Primary applicant must be a U.S. citizen or legal resident.

ADDITIONAL DOCUMENTS:

Citizenship/Legal Resident status verification for primary applicant.

(1) Proof of ownership of appliance or system (receipt or client statement is acceptable); (2) Invoice for total costs from pre-approved contractor; (3) Client statement indicating that repairs/replacements have been completed and are satisfactory.

PAYMENT FOR WORK:

Payment must be made after completion and inspection of work, client confirmation that work was completed and is satisfactory, and receipt of appropriate documentation such as an invoice with the client's signature.

URRD HVAC WAIVER PROGRAM SUMMARY

Overview of the Program:

Participants in this program may use URRD funds in excess of the normal \$4,500 limit, up to a total of \$9,000 for a single household, to repair or replace an existing HVAC unit or system in emergency situations.

Guidelines:

- Up to 20% of a participating agency's URRD allocation for the fiscal year may be utilized in this program. An alternate percentage may be negotiated with Wildfire, if required.
- Waivers must be reserved for heating and cooling emergencies and must not preclude or supplant the weatherization process for clients who qualify for weatherization services.
- The minimum energy efficiency rating for replacement units is 14 SEER.
- All other existing guidelines of the URRD fund source remain the same.

Procedure:

1. Client data for each job performed in this program must be entered into GMS directly or by monthly integration, in the same manner as other URRD jobs. As the Service Type, select "HVAC Waiver."
2. All funds included in these waiver applications will count toward the agreed-upon funding limit for the program, as defined in the contract.



WARM SPIRIT ELECTRIC & GAS FUND PROGRAM SUMMARY (Funds Provided by UniSource Energy)

CAN PAY:	Utility bills, including current and past due charges, deposits, late fees, service establishment and reconnection fees. No credits can be given on any accounts.
MAXIMUM GRANT AMOUNT:	\$500.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the current Federal Poverty Level (FPL) guidelines. Client must be the customer of record or a household member.
CITIZENSHIP REQUIREMENT:	None
CRISIS:	Crisis reason must be stated on application. Documents verifying crisis are NOT required.
PAYMENT GUARANTEE:	Email: AgencyDesk@uesaz.com Phone: 1-866-628-5721 Fax: 1-866-870-5163

Program	Can Pay	Max Grant Amount	12-Month Period	Eligibility Criteria	Citizenship Requirement	Crisis/Reason	Payment Guarantee	Notes
APS	<ul style="list-style-type: none">• Current, past due• Reconnection, Establishment• NO CREDITS GIVEN	\$1,000	2 times	<ul style="list-style-type: none">• At or below 200% FPL• Customer or household member	NONE	<ul style="list-style-type: none">• Must be stated• Documents required OR doc verification by CM	<ul style="list-style-type: none">• Online through APS EAG system• P: 602.371.6774	<ul style="list-style-type: none">• Can't pay deposits or charges incurred at previous address
Global Water	<ul style="list-style-type: none">• Current, past due, reconnection, service, late fees, deposits• Credits can be given	<ul style="list-style-type: none">• \$350-Water/\$350-Sewer: Scottsdale, Tonopah, Eagletail• \$700 - Maricopa & Red Rock	Unlimited, but cannot exceed max grant amount	<ul style="list-style-type: none">• At or below 200% FPL OR• Deployed service member• Disabled military• Furloughed• Medical hardship	NONE	<ul style="list-style-type: none">• Not required• Documents required for those using Customer Assistance Programs (see eligibility sheet)	<ul style="list-style-type: none">customer/service@gwresources.com• Must indicate which program was utilized	<ul style="list-style-type: none">• Eligibility requirements based on customer assistance programs offered by utility company• Can only receive help from 1 program
SRP Bill Assistance	<ul style="list-style-type: none">• Current, past due, deposits• Balances from previous address• Reconnection, establishment fees• Returned payment fee• Credits can be given	\$800	2 times	<ul style="list-style-type: none">• At or below 200% FPL• Customer or household member	NONE	<ul style="list-style-type: none">• Must be stated (inability to pay is considered a crisis)• Documents NOT required	<ul style="list-style-type: none">srpag@srpnet.com• P:602.236.3003• F:602.914.8732	<ul style="list-style-type: none">• Customer should be given enough to cover outstanding debt & next 30 days of energy usage, based on Customer Usage report (available from SRP)
Southwest Gas - LIEC	<ul style="list-style-type: none">• Current, past due• Deposits (up to 25% of agency allocation)• Credits can be given	\$400	1 time	<ul style="list-style-type: none">• At or below 200% FPL• Customer or household member	NONE	Not required	<ul style="list-style-type: none">• sca-swgas@swgas.com• P:877.967.9427• F:866.997.9427	<ul style="list-style-type: none">• May include assisting clients who historically cut off their gas in summer months
Southwest GasEnergy Share Bill Assistance	<ul style="list-style-type: none">• Current, past due, deposits• Re-establishment fees• Late charges & otherfees• Credits can be given	\$400	Unlimited, but cannot exceed max grant amount	<ul style="list-style-type: none">• At or below 200% FPL• Customer or household member	NONE	<ul style="list-style-type: none">• Not required for those at or below 200% FPL• Required for those above 200% FPL	<ul style="list-style-type: none">• sca-swgas@swgas.com• P:877.967.9427• F:866.997.9427	<ul style="list-style-type: none">• May include assisting clients who historically cut off their gas in summer months
Southwest Gas Energy Share Repair/Replacement	<ul style="list-style-type: none">• Cost associated w/repairing natural gas equipment• Replacement costs in cases where repair is impossible or repair costs would exceed replacement costs	\$2000	Unlimited, but cannot exceed max grant amount	<ul style="list-style-type: none">• At or below 200% FPL OR• Condition that endangers health & safety of household• Proof of ownership of appliance	NONE	<ul style="list-style-type: none">• Not required for those at or below 200% FPL• Required for those above 200% FPL	X	<ul style="list-style-type: none">• Invoice-total cost from preapproved contractor• Client statement indicating repair/ replacement has been completed
Tucson Electric Power (TEP)	<ul style="list-style-type: none">• Current, Past due, Deposits• Reconnect & Establishment fees• NO CREDITS GIVEN	\$800	1 time	<ul style="list-style-type: none">• At or below 200% FPL• Customer or household member	NONE	<ul style="list-style-type: none">• Must be stated• Documents NOT required	<ul style="list-style-type: none">• agencydesk@tep.com• P:1.520.917.8418• F:1.520.571.4026	X
Unisource Electric (UNSE)	<ul style="list-style-type: none">• Current, Past due, Deposits• Reconnect & Establishment fees• NO CREDITS GIVEN	\$800	1 time	<ul style="list-style-type: none">• At or below 200% FPL• Customer or household member	NONE	<ul style="list-style-type: none">• Must be stated• Documents NOT required	<ul style="list-style-type: none">• agencydesk@uesaz.com• P:1.866.628.5721• F:1.866.870.5163	X
Utility Repair Replacement & Deposit (URRD)	<ul style="list-style-type: none">• Deposits - utility services (water, gas, electric, phone)• Repairs - existing utility related appliances or systems• Replacement in case where repair is more than replacement	\$4,500	1 time	<ul style="list-style-type: none">• At or below 200% FPL	Primary applicant MUST be U.S citizen or legal resident	NONE	<ul style="list-style-type: none">• See HEAF Policy Manual -Payment guarantees made to designated utility company	<ul style="list-style-type: none">• Any utility company• Utility deposit included in client rental agreement & collected along w/rental payments eligible for assistance. (see URRD)
	URRD Waiver	\$9,000						
Warm Spirit Electric & Gas	<ul style="list-style-type: none">• Utility bills- includes current/past dues, deposits, late fees, service establishment & reconnection fee• NO CREDITS GIVEN	\$500	X	<ul style="list-style-type: none">• At or below 150% FPL• Customer or household member	NONE	<ul style="list-style-type: none">• Must be stated• Documents NOT required	<ul style="list-style-type: none">• agencydesk@uesaz.com• P:1.866.628.5721• F:1.866.870.5163	X

Wildfire
Home Energy Assistance Fund (HEAF)
Effective July 1, 2025 - June 30, 2026

Federal Poverty Guidelines (FPG) - Income thresholds for **the last 30 days** by percent of FPG

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
100%	\$1,304	\$1,763	\$2,221	\$2,679	\$3,138	\$3,596	\$4,054	\$4,513	\$4,971	\$5,429	\$458
150%	\$ 1,956	\$ 2,643	\$ 3,331	\$4,018	\$ 4,706	\$ 5,393	\$ 6,081	\$ 6,768	\$ 7,456	\$ 8,143	\$ 687
200%	\$ 2,608	\$ 3,525	\$ 4,442	\$ 5,358	\$ 6,275	\$ 7,192	\$ 8,108	\$ 9,025	\$ 9,942	\$ 10,858	\$ 917