



Contract Number: CT-CS-14-478
 Effective Date: 7-1-14
 Term Date: 6-30-15
 Cost: \$48,820.-
 Revenue: _____
 Total: _____ NTE: _____
 Action: 4-1-15
 Renewal By: _____
 Term: 6-30-15
 Reviewed by: JR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: July 1, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Background

Tucson Urban League, Inc. "Contractor" provides emergency financial assistance through case management services, and referral and advocacy services to eligible, low income households experiencing a temporary financial crisis in order to prevent homelessness and utility disconnection.

Contractor and County in entering into this Contract have relied upon information provided in the Pima County Solicitation RFP No. CAA-ESN-01-2013 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal and on other information and documents submitted by the Contractor in its' response to said Solicitation.

Effective Date: 7/1/14

Termination Date: 6/30/15

Contract Amount: \$48,820.00

Contract Officer: Risé Hart, 243-6723

Payment System: AMS

CONTRACT NUMBER (If applicable): CT-CS-14-478

STAFF RECOMMENDATION(S):

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: _____

Procure Dept 06/10/14 PM 10:38

*Ver. 1
 Vendor - 1
 Pgs. 23
 To: COB 6-18-14
 Agenda 7-1-14
 (1)*

CLERK OF BOARD USE ONLY: BOX M.G.

ITEM NO.

PIMA COUNTY COST: \$48,820.00
and/or REVENUE TO PIMA COUNTY: \$ N/A

FUNDING SOURCE(S): Short Term Crisis Services/Temporary Assistance To Needy Families (STCS/TANF) 71.3%; Pima County General Funds Emergency Eviction Intervention Program (EEIP) 16.4%; Community Services Block Grant (CSBG) 12.3%

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	XX
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IMPACT:

IF APPROVED:

Contractor will be able to provide emergency assistance to low-income households experiencing a temporary financial crisis, which assists in alleviating poverty, and promote self-sufficiency.

IF DENIED:

Low-income households experiencing a financial crisis will not be able to receive emergency assistance further jeopardizing poverty and self-sufficiency.

DEPARTMENT NAME: Community Services

CONTACT PERSON: Rise Hart

TELEPHONE NO.: 243-6723

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

PROGRAM: Emergency Services Network

CONTRACTOR: Tucson Urban League, Inc.
2305 S. Park Avenue
Tucson, AZ 85713

PURPOSE: Provide emergency financial assistance through case management services, and referral and advocacy services to eligible, low income households experiencing a temporary financial crisis in order to prevent homelessness and utility disconnection.

FUNDING: Short Term Crisis Services/Temporary Assistance To Needy Families (STCS/TANF); Pima County General Funds Emergency Eviction Intervention Program (EEIP); Community Services Block Grant (CSBG).

CONTRACT TERM: July 1, 2014 to June 30, 2015

CONTRACT AMOUNT: \$48,820.00

DISTRICT: All

This Contract is made by and between Pima County, a body politic and corporate of the State of Arizona and Tucson Urban League, Inc. an Arizona non-profit corporation ("Contractor").

GLOSSARY

"ADES/CPIP" Arizona Department of Economic Security/Community Partnerships and Innovative Practices

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

"CFR" U.S. Code of Federal Regulations

"Contractor" Tucson Urban League, Inc.

"County" Pima County acting through the Community Action Agency Division of the Community Services, Employment & Training Department

"CSBG" Community Services Block Grant

"EEIP" Emergency Eviction Intervention Program

"EN-005" The three page application provided by County to be completed for all clients requesting services

"ESN" Emergency Services Network

"HHS/CPIP" U.S. Department of Health and Human Services' Community Partnerships and Innovative Practices

CONTRACT
NO. CT-CS. 1400000000000000 478
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

- "IGA" Intergovernmental Agreement between the State of Arizona and Pima County with a term of July 1, 2010 through June 30, 2015
- "NPI" National Performance Indicators
- "STCS/TANF" Short Term Crisis Services/Temporary Assistance to Needy Families
- "SSM" Self-Sufficiency Matrix

RECITALS

- A. County receives funds from federal, state and local sources to operate a Community Action Agency, an emergency financial assistance program.
- B. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the Pima County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants.
- C. County, through the Community Action Agency Division of the Community Services, Employment & Training Department, is the recipient of State and Federal Grants for the purpose of operating a local Emergency Services Network.
- D. The ESN provides emergency financial assistance to prevent homelessness and utility disconnection.
- E. The funding for ESN assistance is from various sources, including:
- 1) Short Term Crisis Services/Temporary Assistance to Needy Families under A.R.S. § 46-241 *et seq.*;
 - 2) Community Services Block Grant from HHS/CPIP through ADES/CSA; and
 - 3) Pima County General Funds allocated for the Emergency Eviction Intervention Program.
- F. Contractor submitted a response to Pima County Request for Proposals No. CAA-ESN-01-2013 and was determined to be qualified and able to provide services for residents of Pima County facing short-term crises.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I – TERM AND EXTENSIONS

- A. This Contract, as awarded by County, shall commence on July 1, 2014, and shall terminate on June 30, 2015, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County shall have the option to renew this Contract for up to three (3) 12-month periods or any portion thereof.
- B. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.
- C. Amendments to the Contract must be approved by the County, as required by the Pima County Procurement Code, before any services under the amendment commences.

ARTICLE II – SCOPE OF SERVICES

- A. This Contract establishes the terms and conditions under which Contractor will provide County with services in accordance with this Contract and the attached Exhibit A – Scope of Work, Exhibit B – Specific Fund Source Requirements and Exhibit C – Subcontractor’s Warranties.
- B. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Services, Employment & Training Department or his designee. Minor modifications are changes in the Scope of Work or Budget, which do not change the purpose of or the total compensation provided through this Contract and do not in any way increase the direct or indirect liability of the County under this Contract.
- C. Contractor shall:
1. Provide the services set forth in Exhibit A – Scope of Work.
 2. Employ suitably trained and skilled personnel to perform all services under this Contract. Unless otherwise provided for, the personnel delivering Contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this Contract and shall be covered by personnel policies and practices of Contractor.
 3. Obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
 4. Ensure that all services are provided in a humane and respectful manner and in accordance with any applicable professional standards.
 5. Give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Contract.
 6. Not employ relatives in positions where one is in supervisory chain of the other, nor where one is in daily working contact with the other. “Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of whole or half blood or child of a spouse. County may grant temporary waiver of this policy for employment in effect prior to the execution of this Contract.
 7. Not impose any fees or charges of any kind upon recipients of contract services, unless specifically set forth herein and allowed by the funding source. Contractor shall ensure that any subcontractors or other entities action on Contractor’s behalf adhere to this requirement.
 8. Have and follow a written grievance process to provide all applicants and participants with the opportunity for a fair hearing for grievances and ensure that all applicants and participants are advised of their right to present any grievances arising from the delivery of contracted services, including but not limited to, ineligibility determination, service reduction, suspension and/or termination from program participation, or quality of service to the County or to the State. **No payments will be made to Contractor under this Contract unless and until Contractor has provided the Pima County Community Action Agency with copies of the following:**
 - a. Client Grievance Procedures;
 - b. Confidentiality Policy; and
 - c. Non-Discrimination Policy.
- D. No program funded under this Contract shall impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
- E. Contractor’s performance must be to the satisfaction of the County and comply with all terms and conditions applicable to STCS/TANF, EEIP, and CSBG. County shall have sole discretion to

determine the acceptability and progress of work performed and to determine the resulting entitlement to payment under this Contract.

ARTICLE III – COMPENSATION AND PAYMENT

- A. In consideration for services specified in Exhibit A of this Contract, County agrees to pay Contractor in an amount **not-to-exceed \$48,820.00**.
- B. This is a cost reimbursement Contract and unexpended funds will not be carried over into another fiscal year.
- C. Request for payments must be submitted to the County by the 15th working day of each month for the previous month of service. Invoices must be:
1. Approved and signed by an authorized representative of the Contractor
 2. For services and costs as identified in **Exhibit A** and must reference this contract number.
 3. Supportable by documentation which Contractor shall provide to County upon request. Such information may include, but is not limited to:
 - a. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Contract.
 - b. Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
 - c. Detailed travel reports to support all travel expenses.
 - d. Time Sheets to support all labor charges.
 - e. Fringe benefit calculations at the rate as shown in the approved budget in Exhibit A.
 - f. A calculation of administrative/indirect costs, evidencing that such costs do not exceed the 10% maximum of the total reimbursement provided under this Contract.
 4. Verifiable by County representative.
 5. Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source.
- D. With each request for payment, Contractor shall provide:
1. Progress reports on the status of each task set forth in **Exhibit A**; and
 2. Applications (EN005) for each client served during the month.
- E. A report of all other fiscal resources applied to expenses incurred in providing services under this Contract. Reconciliation of payments received with actual costs incurred shall be accomplished prior to final payment or through subsequent audit. If payment received exceeds actual costs, the Contractor shall refund to the County the excess amount received within 30 days of a request for reimbursement.
- F. **Contractor shall not be entitled to, and shall forfeit, payment of any expenses not submitted to County ninety (90) days after the end of the month in which the expense was incurred.** County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after the deadline in section above, but before the forfeiture deadline in this section or final payment deadline below, against any amount due Contractor.
- G. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred shall be submitted to the County within **15 working days after the termination date of the contract**. The request must be on an invoice that meets the requirements set forth in Paragraphs C and D above and include a report summarizing Contractor's performance during the Contract term.

- H. Payment by County will generally occur thirty (30) days from the date of invoice. Contractor should budget cash needs accordingly.
- I. Changes between budget line items may only be made as follows:
1. Changes of LESS than 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Contractor must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
 2. Changes of MORE than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- J. **No payments will be made to Contractor, until all of the following conditions are met:**
1. Contractor has completed and submitted a W-9 Taxpayer Identification Number form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>);
 2. Contractor has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>; and
 3. This Contract is fully executed.
- K. Advances: County may advance funds allocated under this Contract only if the Director of CSET finds that the advance is justified by extraordinary circumstances. Contractor's report of cumulative and projected expenditures and earnings in performance of this Contract, verified by County staff, shall accompany and support Contractor's written request for an advance. Advance payments are a debt of Contractor to County. County shall not pay for activities and expenditures billed by Contractor under this Contract until the total amount payable by County exceeds the amount of outstanding advance payments. Unless, within thirty days after an advance payment, activities and expenditures billed by Contractor and payable by County under this Contract equal or exceed the amount of the advance payment, Contractor shall immediately repay the difference to County.
- L. Within 30 days of a request from County, Contractor shall submit to the County the portion of any payment, which exceeds the amount owed under this Contract, except as provided in the paragraph K above.
- M. Disallowed Charges or Cost principles shall be as follows:
1. The cost principles set forth in 48 CFR §31.201-6(e), as modified by amendments and additions, shall be used to determine whether or not costs incurred are allowed and eligible for reimbursement. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with funds available under this Contract. This regulation is incorporated into and made a part of this Contract as if set forth in full herein.
 2. In the event that Contractor is reimbursed for costs subsequently determined to be improper, unallowable or unsubstantiated, Contractor shall remit funds erroneously paid to County within thirty (30) days following demand for reimbursement.
- N. In the event, any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to

Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- O. For the period of record retention required under Article XXI – Books and Records, County reserves the right to question any payment made under made to Contractor and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

ARTICLE IV – INSURANCE

A. Neither the State of Arizona nor County warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

B. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

i. General Aggregate	\$2,000,000.00
ii. Products – Completed Operations Aggregate	\$1,000,000.00
iii. Personal and Advertising Injury	\$1,000,000.00
iv. Blanket Contractual Liability – Written and Oral	\$1,000,000.00
v. Fire Legal Liability	\$ 50,000.00
vi. Each Occurrence	\$1,000,000.00

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

c. The policy shall be endorsed to include the following additional insured language: **“Pima County and the State of Arizona are named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”**.

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

2. Automobile Liability

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

a. Combined Single Limit (CSL) \$1,000,000.00

b. The policy shall be endorsed to include the following additional insured language: **“Pima County and the State of Arizona are named an additional insured with respect to liability arising out of the activities performed by**

and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

- B. Contractor warrants that services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any services provided under this Contract.

ARTICLE VI – COMPLIANCE WITH LAWS

- A. Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.
- B. In addition, Contractor, as Subcontractor, warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Contract, as set forth in **Exhibit C**, Subcontractor's Warranties.

ARTICLE VII – INDEPENDENT CONTRACTOR

The status of Contractor shall be that of an independent contractor. Neither Contractor nor Contractor's officers, agents, or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for its program development, operation, and performance.

ARTICLE VIII – SUBCONTRACTOR

Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX – ASSIGNMENT

Contractor shall not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

ARTICLE X – NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website:

http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf

These provisions are hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE XI – AMERICANS WITH DISABILITIES ACT

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

ARTICLE XII – AUTHORITY TO CONTRACT

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

ARTICLE XIII – FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in the contract, including, but not limited to, those governing nepotism.

ARTICLE XV – TERMINATION/SUSPENSION

- A. **Termination for Convenience**: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination.
- B. **Insufficient Funds**: Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- C. **Termination for Cause:** This Contract may be terminated at any time without advance notice and without further obligation by the County when the Contractor is found by County to be in default of any provision of this Contract.
- D. **Non-Appropriation:** Notwithstanding any other provision in this Contract, this Contract 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 Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.
- E. **Suspension:** County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

ARTICLE XVI – NOTICE

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

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

Contractor:
 Tucson Urban League, Inc.
 2305 S. Park Avenue
 Tucson, AZ 85713

ARTICLE XVII – NON-EXCLUSIVE CONTRACT

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

ARTICLE XVIII – OTHER DOCUMENTS

- A. Contractor and County in entering into this Contract have relied upon information provided in the Pima County Request for Proposals No. CAA-ESN-01-2013 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal, other information and documents submitted by the Contractor in its' response to said Solicitation. In addition, the Parties have relied on the information and requirements contained in the IGA and the National Association for State Community Services Programs' NPI Instruction Manual.
- B. The documents set forth in Paragraph A of this Article are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract, including all appendices, or the ADES/CSA Intergovernmental Agreement. Contractor shall promptly bring any provisions which Contractor believes are inconsistent to

County's attention, and County will provide Contractor with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the said documents shall govern over the conditions of this Contract, unless otherwise required by law.

ARTICLE XIX – REMEDIES

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

ARTICLE XX – SEVERABILITY

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

ARTICLE XXI – BOOKS AND RECORDS

- A. Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County, whichever is later.
- B. In addition, Contractor shall retain all records relating to this Contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed. To the greatest extent permissible by law, County and any authorized federal, state or local agency, including, but not limited to, the State of Arizona Department of Economic Security Community Services Administration, the U.S. Department of Labor, and the Comptroller of the United States shall at all reasonable times have the right of access to Contractor's facilities, services, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts, transcripts and copies of records for the purpose of evaluating Contractor's performance and Contractor's compliance with the Contract. Upon request, Contractor shall produce a legible copy of such records. This provision shall be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. **Contractor shall be responsible for subcontractor's compliance with this provision and for any disallowances or withholding of reimbursements resulting from non-compliance of said subcontractors with this provision.**

ARTICLE XXII – AUDIT REQUIREMENTS

- A. Contractor shall:
 - 1. Establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
 - 2. Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.
 - 3. All accounting records must meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 4. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 5. Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of

the audit required pursuant to this Article, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.

6. Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Contractor grant budget approved by County.
7. County audit requirements applicable to all contracts are as follows:
 - a. If total expenditures are GREATER than \$100,000, but less than \$500,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually.
 - b. If total expenditures are LESS than \$100,000, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually.
 - c. Agencies with total expenditures LESS than \$50,000 do not have an annual federal audit requirement.
8. Timely submit the required or requested audit(s) to:

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

- B. If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- C. If Contractor is a government entity, Contractor shall comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Contractor's fiscal year.
- D. If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133 "Audits of State and Local Governments and Non-Profit Organizations."

ARTICLE XXIII – CONFIDENTIALITY

Contractor shall maintain all client and applicant files confidential and shall provide access to these files only to persons properly authorized and with a need to know the contents of the file(s). Contractor shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

ARTICLE XXIV – COPYRIGHT

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

ARTICLE XXV – PROPERTY OF THE COUNTY

- A. Contractor is not the agent of County for any purpose and shall not purchase any materials, equipment or supplies on the credit of the County. Contractor shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if Contractor is a non-profit corporation), OMB Circular No. A-110, and other applicable regulations.
- B. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.

ARTICLE XXVI – DISPOSAL OF PROPERTY

Upon the termination of this Agreement, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

ARTICLE XXVII – COORDINATION

On matters relating to the administration of this Contract, County shall be Contractor's contact with all Federal, State and local agencies that provide funding for this Contract.

ARTICLE XXVIII – ACCOUNTABILITY

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

ARTICLE XXIX – PUBLIC INFORMATION

- A. Pursuant to A.R.S. § 39-121 *et seq.*, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and, upon request, is subject to release and/or review by the general public including competitors.
- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- C. Notwithstanding the above provisions, in the event records marked "CONFIDENTIAL" are requested for public release pursuant to A.R.S. § 39-121 *et seq.*, County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

- D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXX – ELIGIBILITY FOR PUBLIC BENEFITS

AGENCY shall comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract to the extent such provisions are applicable.

ARTICLE XXXI – LEGAL ARIZONA WORKERS ACT COMPLIANCE

- A. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.
- B. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- C. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.
- D. Contractor shall advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

- E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

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ARTICLE XXXII – ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk, Board of Supervisors

APPROVED AS TO CONTENT



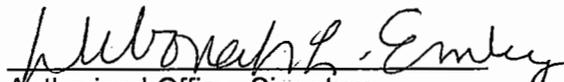
Community Services, Employment
& Training Director

APPROVED AS TO FORM

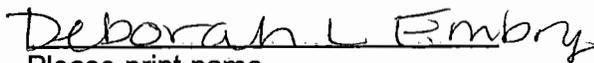


Karen S. Friar, Deputy County Attorney

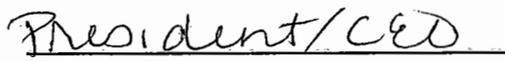
CONTRACTOR



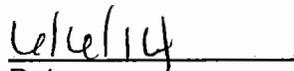
Authorized Officer Signature



Please print name



Title



Date

**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR: Tucson Urban League, Inc.
PROGRAM: Emergency Services Network

I. PROGRAM OVERVIEW

Contractor will provide emergency financial assistance from STCS/TANF, CSBG and EEIP to eligible low-income households experiencing a temporary financial crisis in order to prevent homelessness or utility disconnection. Contractor will also provide case management, referral and advocacy services to households that receive such assistance when qualified under the Arizona Department of Economic Security or Arizona Department of Housing Income Eligibility Guidelines in effect at the time the assistance is provided.

II. PROGRAM ACTIVITIES

A. Office operations. Contractor shall:

1. Provide services in one or more ADA accessible office locations;
2. Provide home-visits to medically homebound individuals;
3. Maintain a computer system with a minimum of Windows 2000 workstations with either 56KB modems or high speed connections to the internet (the preferred connection). The workstation needs at least 5MB of free disk space; and
4. Maintain confidentiality of all applicant and client files, records and documentation. All documentation and records must be kept in a locked cabinet or, if not subject to retention, shredded.

B. Staffing. Contractor shall:

1. Maintain sufficient staff to provide all services;
2. Ensure that all staff providing services pursuant this Contract are trained and knowledgeable in STCS/TANF, CSBG and EEIP eligibility requirements and services; and
3. Ensure that staff is instructed in and maintains the confidentiality of applicant records.

C. Applications for services. Contractor shall:

1. Interview each applicant and complete the EN-005 application form per STCS/TANF, CSBG and EEIP requirements;
2. Document interview and eligibility information;
3. Review ESN computer data base to determine if applicant has received assistance and to prevent assistance duplication;
4. Determine eligibility for STCS/TANF, CSBG and EEIP;
5. For eligible applicants, determine level of assistance needed and authorized; and
6. Enter applications directly into ESN computer database within **three** working days of eligibility determination.

D. Client assistance. For each applicant qualified to receive services, Contractor shall:

1. Prepare payment vouchers for the issuance of direct assistance checks to landlords, mortgagors and vendors, and utility vendors, on behalf of clients determined eligible under any one of the following programs:
 - a. STCS/TANF
 - b. EEIP
 - c. CSBG
2. Maintain complete and accurate records of all financial transactions in full compliance with State of Arizona and federal accounting and fiscal management requirements;
3. Identify applicants who need case management assistance and provide case management assistance pursuant to the current matrix of Self-Sufficiency Standards;
4. Accept referrals from the Pima County Community Action Agency for clients in need of case management services as determined by Pima County; and
5. Sixty (60) days from the date of application, provide client follow-ups and, as appropriate, referrals to other resources within the community. Document the outcome of any referrals in client files.

E. Records and reports. Contractor shall:

1. Maintain accurate applicant, client and case management records in a secure environment to ensure complete confidentiality;
2. Provide monthly financial and program reports to the County;
3. Assist County in providing reports and other required information to ADES/CPIP relating to the performance and impact of this program; and
4. Provide an annual audit of agency finances as required in Article XXII.

III. CLIENT INCOME

In order to be provided with services under this Contract an individual's household income must not exceed the income caps established by HHS for ADES/DAAS. Current income requirements are attached as Attachment A-1. Income guidelines may be changed during the term of this Contract by written notice from County.

IV. MONITORING & EVALUATION

A. County, State and federal agencies may monitor all activities of and information sources in Contractor's management, fiscal, and service system, and the activities and records of any subcontractors used, relating to performance of duties and obligations under this Contract. Reviews will be conducted to ensure that Contractor is:

1. Making adequate and acceptable progress;
2. Maintaining adequate and acceptable systems, facilities, and fiscal practices;
3. Using funds effectively and efficiently to accomplish the purposes for which funds were provided; and
4. For any other purpose determined by the County or funding agencies to be necessary.

B. Contractor shall cooperate with the monitoring entity.

V. IDENTIFICATION OF FUNDING

A. All advertisements, real property, publications, printed and other materials, which are produced by the Contractor and refer to services funded under this Contract shall clearly and conspicuously state:

Funded by: Arizona Department of Economic Security
 U.S. Department of Health and Human Services/
 Community Partnerships and Innovative Practices
 Pima County Board of Supervisors

B. Reference to Pima County shall be at least as prominent as other credited funding sources.

VI. BUDGET

A. Approved Budget

For services provided July 1, 2014 through June 30, 2015, Contractor shall be paid in accordance to the following table:

BUDGET	AMOUNT
Salaries/Fringe Benefits	\$11,300.00
Rent/Utilities	\$0.00
Travel	\$100.00
Materials & Supplies	\$250.00
Operating Services	\$500.00
Client Vouchers	\$35,320.00
Administrative Expenses	\$1,350.00
TOTAL	\$48,820.00

B. Fund Allocation

For services provided pursuant to the Budget for July 1, 2014 through June 30, 2015, funds shall be distributed for operations serving clientele under the following programs:

FUND ALLOCATION	ESN Code	AMOUNT
STCS/TANF	49	\$23,520.00
EEIP	66	\$6,000.00
CSBG	97	\$5,800.00
TOTAL		\$35,320.00

C. Service Summary

For July 1, 2014 through June 30, 2015, Contractor shall serve the following number of households through the three funding sources:

CLIENT FUNDING SOURCE	ESN Code	NUMBER OF HOUSEHOLDS
STCS/TANF	49	45
EEIP	66	13
CSBG	97	12
TOTAL		70

END OF EXHIBIT A

Arizona Department of Economic Security, Division of Aging and Adult Services (DAAS), Community Services Unit

SFY 2014 Income Thresholds Chart for the Low Income Home Energy Assistance Program (LIHEAP), Short Term Crisis Services (STCS), Community Services Block Grant (CSBG) and Neighbors Helping Neighbors (NHN). Revised 6/20/2013. Effective July 1, 2014 - September 30, 2014 (note: to be revised July 1, 2014)

LIHEAP Income Eligibility - Use 60% of State Median Income (SMI) for households sized 6 and under. Use 150% of FPG households sized 7 and over.													For each additional member add:	
Number of Household Members >>														
	1	2	3	4	5	6	7	8	9	10	11	12		
The household income limit for the last 30 days for LIHEAP is 60% of SMI for households sized 6 and under. For households sized 7 and over, the income limit is 150% of FPG.	\$1,675	\$2,191	\$2,706	\$3,222	\$3,705	\$4,253	\$4,451	\$4,954	\$5,456	\$5,959	\$6,461	\$6,964	\$503	
	Income limits for LIHEAP households sized 6 and under using 60% SMI						Income limits for LIHEAP households sized 7 and over (using Federal Poverty Guidelines)							

To determine Energy Points for LIHEAP, use 60% SMI for households sized 6 and under. Use 150% of FPG households sized 7 and over.													For each additional member add:	
Number of Household Members >>														
	1	2	3	4	5	6	7	8	9	10	11	12		
A) 4 points	At or below 25% of 60% of the (SMI) or up to 25% of FPL for households sized 7 or more >>	\$419	\$548	\$677	\$805	\$926	\$1,063	\$1,113	\$1,238	\$1,364	\$1,490	\$1,615	\$1,741	\$126
B) 3 points	Above 25% and up to 50% of 60% of the (SMI) or up to 50% of FPL for households sized 7 or more >>	\$838	\$1,095	\$1,353	\$1,611	\$1,852	\$2,126	\$2,226	\$2,477	\$2,728	\$2,979	\$3,231	\$3,482	\$251
C) 2 points	Above 50% and up to 75% of 60% of the (SMI) or up to 75% of FPL for households sized 7 or more >>	\$1,256	\$1,643	\$2,030	\$2,416	\$2,779	\$3,189	\$3,338	\$3,715	\$4,092	\$4,469	\$4,846	\$5,223	\$377
D) 1 points	Above 75% of 60% of the (SMI) or above 125% of FPG for households sized 7 or more >>	\$1,675	\$2,191	\$2,706	\$3,222	\$3,705	\$4,253	\$4,451	\$4,954	\$5,456	\$5,959	\$6,461	\$6,964	\$503

Annual Income Thresholds - Federal Poverty Guidelines and 60% SMI for the State of Arizona - FPG is greater for households sized 7 and over													For each additional member add:
Number of Household Members >>													
	1	2	3	4	5	6	7	8	9	10	11	12	
Annual Federal Poverty Level for 2014	\$11,490	\$15,510	\$19,530	\$23,550	\$27,570	\$31,590	\$35,610	\$39,630	\$43,650	\$47,670	\$51,690	\$55,710	\$4,020
60% of State Median Income (Annual) for SFY 2014	\$20,103	\$26,289	\$32,474	\$38,660	\$44,459	\$51,031	\$52,191	\$53,351	\$54,511	\$55,670	\$56,830	\$57,990	\$1,160
150% of FPG - (Annual)	\$17,235	\$23,265	\$29,295	\$35,325	\$41,355	\$47,385	\$53,415	\$59,445	\$65,475	\$71,505	\$77,535	\$83,565	\$6,030

EXHIBIT B
SPECIFIC FUND SOURCE REQUIREMENTS

A. For activities supported with STCS/TANF funds the following additional requirements apply:

1. ***Always refer to the ADES/CPIP Policy and Procedure Manual concerning STCS/TANF funding.***
2. Contractor shall comply with all Arizona State eligibility and assistance regulations, which are contained in the State of Arizona Department of Economic Security Program and Policy Procedures Handbook (FY2013) and STCS/TANF program.
3. Contractor shall complete an EN-005 application, "Application for Services" for each client applying for STCS/TANF and shall provide assistance only to those clients meeting STCS eligibility requirements **(125% of Federal Poverty Guidelines, 150% if there is an elderly (60 years or older or disabled individual in household).**
4. Within two working days of application, Contractor shall provide a written "Notice of Decision" letter to all applications for STCS/TANF.
5. Contractor shall provide a process for clients to appeal STCS/TANF decisions to the Contractor's Director or other designated official and shall notify all applicants in writing, of that process.
6. Contractor shall use STCS/TANF funds to supplement other emergency assistance resources.
7. Contractor shall identify and use other resources before turning to STCS/TANF funds and shall establish consistent internal priorities for use of STCS/TANF funds.
8. Contractor shall use the current Self-Sufficiency Matrix on all households applying for and receiving STCS/TANF funding provided by Pima County.
9. Contractor is responsible for the data entry of all applications, and the SSM into the ESN Data Base System. All applications will be entered within three days to eliminate duplication of services. The agency will be responsible for reimbursement to County for any applicants receiving duplicate payments from the same fund source.

B. For activities supported with EEIP funds the following additional requirements shall apply:

1. Assisted households must have a written late notice or a court-eviction summons or eviction judgment.
2. Assisted households **must demonstrate that their financial crisis is temporary and that they will be able to pay future rent if they receive EEIP assistance.**
3. Assistance must be essential to prevent homelessness. Households with other resources available are not eligible.
4. Assistance may be given to pay a current landlord to prevent eviction or for deposit and rent needed to move into more affordable housing. Assistance may not be given for both situations.
5. Assistance limits per households are limited to a one-month amount for eviction prevention only.
6. The maximum amount paid to any single landlord from EEIP during the period covered by this Contract shall be \$1000 total for all clients assisted.
7. Assistance may be provided to households receiving STCS/TANF or General Assistance grants.
8. Contractor shall assign a case manager to all clients who require emergency assistance and shall provide each client with case management, which meets state service specifications.
9. Contractor shall provide a process for clients to appeal decisions within Contractor's organization and shall notify all applicants in writing of that process.
10. The Self-Sufficiency Matrix provided by the Community Action Agency must be used on all clients receiving EEIP assistance. Contractor is responsible for the data entry of all applications, and the

Self-Sufficiency Matrix into the ESN Data Base System. Applications must be entered within three days from the date of application.

11. Contractor is responsible for checking the ESN Data Base System to ensure that applicants will not receive a duplicate payment. The Contractor will be responsible for reimbursement to County for any applicants receiving duplicate payments.

C. For activities supported with CSBG funds the following additional requirements shall apply:

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

D. Case Management Requirements

Staffing funds shall be used for salary, fringe and operating expenses of a case manager to be hired upon approval of this Contract by the County through the end of the term of this Contract, subject to the following:

1. The case manager shall not supplant an existing position for which funds are already available.
2. The case manager shall be employed at least 50% of time with exact percentage negotiable according to a detailed budget which will be approved by the Pima County Community Services Department Director or the Program Manager of the Community Action Agency.
3. The case manager shall have a Bachelor's Degree or Master's Degree in Social Work or related field, or one year of case management experience.

- E. Not more than 10% of case management funds only may be used for general overhead or other indirect administrative expense.

END OF EXHIBIT B

EXHIBIT C
SUBCONTRACTOR'S WARRANTIES

Contractor certifies that in carrying out its obligations pursuant to this Contract, it shall comply with applicable laws, regulations, requirements and special provisions, as follows:

1. Arizona Department of Economic Security Special Terms and Conditions
2. Workforce Investment Act, P.L. 105-220, and regulations adopted pursuant to that Act, including 20 CFR Part 652, et al, and 29 CFR Part 37
3. Wagner-Peyser Act
4. HUD Regulations 24 CFR Part 583, Supportive Housing Program
5. 29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
6. 29 CFR Part 96, Single Audit Act
7. OMB Circular A-122, Cost Principles for Non-Profit Organizations
8. FINGERPRINTING, including but not limited to A.R.S. § 46-141, for services provided to youth and vulnerable adults, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority. "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.
9. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY including but not limited to A.R.S. § 8-804. Background checks through the Central Registry shall be conducted:
 - a. If providing direct services to children or vulnerable adults, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
 - b. For each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients.

If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract. The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
10. CHILD LABOR LAWS, including, but not limited to A.R.S. § 23-230 *et seq*, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
11. Contractor certifies that no funds provided pursuant to this Contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
12. DEBARMENT AND SUSPENSION; DRUG FREE WORKPLACE, 29 CFR Part 98 and Executive Order 12549, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

13. 29 CFR Part 93 LOBBYING CERTIFICATION, Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the contractor to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
14. NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS, including but not limited to ARS § 41-1461 et seq., Executive Order 2009-09, and 29 CFR Parts 30, 31, 32, 33, 34, 36 and 37, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation.
15. CLEAN AIR & CLEAN WATER ACT, Contractor certifies compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
16. ENERGY POLICY AND CONSERVATION ACT, Contractor certifies compliance to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871), to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
17. COPELAND "ANTI-KICKBACK" ACT, Contractor certifies compliance with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
18. DAVIS-BACON ACT, Contractor certifies compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
19. Environmental Tobacco Smoke, Public Law 103-227, Part C, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee.
20. Community Services Block Grant, Public Law (P.L.) 105-285m (www.acf.hss.gov) and CSBG Act (42 U.S.C. 9901 et seq. Subtitle B)
21. The National Association for State Community Services Programs, National Performance Indicators Instruction (NPI) Manual. Contractor understands that the performance requirements for this Contract are set forth in the NPI Manual. Contractor has been provided with a copy of the NPI Manual, may obtain a copy upon request or at: http://www.nascsp.org/data/files/csbg_is_survey/part2fi/instructions/2009/fy%2009%20npi%20instructions.pdf.

N/A OMB Circular A-87, Cost Principles for State/Local Governments and Indian Tribes

N/A OMB Circular A-21, Cost Principles for Institutions of Higher Education

N/A 29 CFR Part 97, Uniform Administrative Requirements for State/local Governments and Indian Tribes