



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

Award  Contract  Grant

Requested Board Meeting Date: July 3, 2018

\* = *Mandatory, information must be provided*

or Procurement Director Award

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

Arizona Community Action Association (ACAA)

**\*Project Title/Description:**

ACAA 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.

Attachment: Contract Number 07012018-19

**\*Procurement Method:**

Not applicable to grant awards.

**\*Program Goals/Predicted Outcomes:**

Provide emergency financial assistance to eligible low-income households experiencing a temporary financial crisis in order to prevent utility disconnection and/or to repair or replace utility related appliance and/or apparatus.

**\*Public Benefit:**

The program will provide utility assistance funds to eligible Pima County residents. The assistance will result in 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 provided via the Emergency Services Network database insures appropriate delivery of services.

**\*Retroactive:**

Yes, the County received the agreement from ACAA on June 22, 2018. If the agreement is not approved, low-income Pima County residents would not receive utility assistance.

**Contract / Award Information**

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

Effective 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 22-73.*

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

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

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

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

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

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

Document Type: GTAW Department Code: CS Grant Number (i.e., 15-123): 18-87

Effective Date: 7/1/18 Termination Date: 6/30/19 Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 270,654.66

**\*All Funding Source(s) required:** Utility Repair Replacement Deposit; SW Gas Bill Assistance Program; Tucson Electric Power Bill Assistance Program; Home Energy Assistance Fund; SW Gas Energy Share

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

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

**\*Funding Source:** N/A

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

Contact: Manira Cervantes

Department: Community Services

Telephone: 724-5710

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

*(Required for Board Agenda/Addendum Items)*

*Charles Long 6/26/18*  
*Jur 6/27/2018*  
*C. DeLuca 6/27/18*



Arizona Community Action Association

## **INDEPENDENT CONTRACTOR AGREEMENT**

2018-19 Utility Assistance Programs

Contract No. 07012018-19

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 (hereinafter "ACAA").

### RECITALS:

A. ACAA 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. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in *Section 1* (the "Fund Sources") pursuant to Program Documents (as defined in *Section 4*).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA'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. **The total amount of the contract is \$270,654.66.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA 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*. ACAA 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 ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from an ACAA employee designated to serve as a liaison between ACAA 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 following summary:

<b>Fund Source(s)</b>	<b>Direct Service Amount (A)</b>	<b>Program Delivery (B)</b>	<b>Total Allocation (A+B)</b>	<b>Allowable Activities</b>	<b>Additional Information</b>
Utility Repair Replacement Deposit (URRD)	\$148,148.15  of which,  \$29,629.63 will be eligible for use in the URRD HVAC Waiver Pilot Program.	\$11,851.85  of which,  \$2,370.37 will be eligible for use in the URRD HVAC Waiver Pilot Program.	\$160,000.00  of which,  \$32,000.00 will be eligible for use in the URRD HVAC Waiver Pilot Program.	Utility/Appliance Repair or Replacement and/or Utility Deposits	Refer to Exhibit A, Attachment 2: URRD Program Summary Refer to Exhibit A, Appendix B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status Refer to Exhibit D: URRD HVAC Waiver Pilot Program Summary ***** Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Low Income Energy Conservation (LIEC) Bill Assistance	\$35,000.00	\$ 0.00	\$35,000.00	Utility assistance and deposits for SWG customers	Refer to Exhibit A, Attachment 2: Southwest Gas Low Income Energy Conservation Bill Assistance Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Energy Share – Bill Assistance	\$30,590.91	\$3,059.09	\$33,650.00	Utility assistance and deposits for SWG customers	Refer to Exhibit A, Attachment 2: Southwest Gas Energy Share – Bill Assistance Program Summary. ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Energy Share – Repair/Replace	\$3,553.73	\$355.37	\$3,909.10	Natural Gas Appliance Repair or Replacement for SWG customers	Refer to Exhibit A, Attachment 2: Southwest Gas Energy Share – Repair/Replace Program Summary. ***** Agency makes payments to repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.
Home Energy Assistance Fund (HEAF)	\$3,950.51	\$395.05	\$4,345.56	Utility assistance and deposits	Refer to Exhibit A, Attachment 2: HEAF Program Summary ***** Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports.
Tucson Electric Power (TEP) Bill Assistance	\$28,125.00	\$5,625.00	\$33,750.00	Utility assistance for TEP customers	Refer to Exhibit A, Attachment 2: Tucson Electric Power Bill Assistance Summary. ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
<b>Totals</b>	<b>\$249,368.30</b>	<b>\$21,286.36</b>	<b>\$270,654.66</b>		

The summary above of 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 ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA 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.

## **2. Term and Termination.**

2.1 Term. Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2018** (the "Effective Date") and ending on **June 30, 2019**.

2.2 Termination. Either ACAA 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 ACAA, 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 ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but 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 15<sup>th</sup> day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the ACAA Grants Management System (GMS) as required by *Section 4*. After the 15<sup>th</sup> day of each month, ACAA 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. ACAA 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 ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to ACAA 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 ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA 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 ACAA.

3.4 Expenditures. ACAA 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. ACAA 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 ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA 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 ACAA 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 ACAA 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. To the extent provided by law, Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

### 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. ACAA 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.



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 ACAAA with certificates of insurance (ACORD form or equivalent approved by ACAAA) 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 ACAAA 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 ACAAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

3.8.9 ACAAA acknowledges that the Contractor is self-insured and that such self-insurance satisfies all insurance requirements for this Agreement.

**4. Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed 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 without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Exhibits attached hereto and any written policies and procedures that ACAAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAAA in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.1 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 ACAAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAAA 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 ACAAA. 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 ACAAA and thereafter permit ACAAA (or any counterparty of ACAAA to



whom the 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 ACAA 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 ACAA. 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 securing 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 ACAA. 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 ACAA 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 ACAA 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.** ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA 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. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to

ACAA, then ACAA 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 ACAA in its sole discretion.

9. **Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold. ACAA'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 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; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

13. 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 on 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.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR  
Pima County Board of Supervisors

Arizona Community Action Association,  
an Arizona nonprofit corporation

\_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_

\_\_\_\_\_  
Name

Name: Cynthia Zwick

Date: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

ATTEST:

Address:

\_\_\_\_\_  
Clerk of the Board

340 E Palm Lane, Suite 315

Phoenix, Arizona 85004

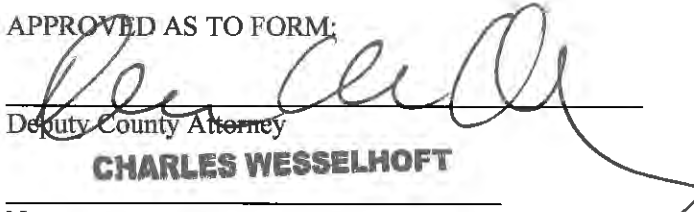
Fax No.: 602-604-0644

E-mail: [czwick@azcaa.org](mailto:czwick@azcaa.org)

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

**CHARLES WESSELHOFT**

\_\_\_\_\_  
Name

Date: 6-22-18

APPROVED AS TO CONTENT:

Pima County Employment & Training Dept.

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Name

Date: 6/26/18

Address:

2797 Ajo Way, 3<sup>rd</sup> Floor

Tucson, Arizona 85713

E-mail: [Rosemary.CoraCruz@pima.gov](mailto:Rosemary.CoraCruz@pima.gov)





**List of Attached Exhibits:**

- Exhibit A Home Energy Assistance Fund Policy Manual FY 2019
- Exhibit B Federal Poverty Income Guidelines effective July 1, 2018 – June 30, 2019
- Exhibit D URRD HVAC Waiver Pilot Program Summary

Arizona Community Action Association  
Home Energy Assistance Fund  
Policy Manual

FY 2019

## Table of Contents

Mission .....	4
Purpose and Principles .....	4
Fund Sources Currently In Distribution .....	4
Target Population .....	4
Intake and Application .....	4
Grants Management System (GMS) .....	5
Household Eligibility .....	5
Frequency of Assistance .....	5
Household Members .....	6
Household Income .....	6
Income Eligibility .....	6
Condition of Crisis .....	6
Applicable crisis reasons .....	7
Document Verification .....	7
Identity Verification .....	7
Identity Verification Documents .....	7
Citizenship Verification (URRD and HEAF only) .....	8
Income Verification .....	8
Countable Income Sources .....	8
Excludable Income Sources .....	8
Steps to Calculate and Verify Household Income .....	9
Payment Guarantee Process .....	9
Information Included in Payment Guarantee Requests .....	9
Agency Reimbursement Process .....	9
Record Keeping .....	10
Case Files .....	10
Documents Included in Case Files .....	10
Maintaining Records .....	11
Payments Made to Ineligible Households .....	11
Fraudulent Information and Conflict of Interest .....	11
Relatives of Applicants .....	11
Agency Employees .....	11
Policy Changes and Clarifications .....	11
Distributing Funds and Monitoring Balances .....	12
Monitoring/Audit Process .....	12
Cooperation .....	12
Confidentiality .....	12

Non-Discrimination Policy ..... 13  
Appeals Policy ..... 13  
Appendix A: Countable and Excludable Income ..... 14  
Appendix B: Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident  
(LPR) Status ..... 21  
ATTACHMENT 1: PAYMENT GUARANTEE CONTACT INFORMATION ..... 34  
ATTACHMENT 2: PROGRAM SUMMARIES ..... 36

## **Mission**

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

## **Purpose and Principles**

This fund has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The purposes of the fund include:

- 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
- SRP Bill Assistance
- Southwest Gas LIEC
- Southwest Gas Energy Share – Bill Assistance
- Southwest Gas Energy Share – Repair/Replacement
- Global Water LIRT
- TEP Bill Assistance
- UNS Gas & Electric Warm Spirit Fund
- Utility Repair, Replacement and Deposit
- Home Energy Assistance Fund

## **Target Population**

Individuals and families throughout the state of Arizona, who find themselves in a position of economic crisis, are encouraged to seek assistance from a community partner organization with access to these funds.

Local organizations under contract with ACAA 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**

Local partner agencies should utilize efficient and accessible intake processes while serving clients at sites that are geographically accessible to all households in their service areas. An



appropriate intake/application form is recommended for use in the intake process to facilitate prescreening and client data gathering.

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 residences. Reasons for inability to travel might include illness or disability, caregiving duties, or other such circumstances.

### **Grants Management System (GMS)**

Appropriate 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 by way of a pre-arranged, data integration process.

Monthly transfers of applications from partner agencies utilizing the data integration process must be received by the 10<sup>th</sup> day of the month, following any activity in the previous month.

All partner agencies must ensure that, by the 15<sup>th</sup> day of the month, applications in GMS from the previous month reflect accurate and complete information.

Repair/Replace jobs may take longer than the 15<sup>th</sup> day of the following month; however, expenditures should be entered into GMS as soon as they occur. If other fund sources are utilized, it is not necessary to wait until the entire job is completed to enter expenditures into GMS.

### **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 attached to the end of this document (see Attachment 2). The following eligibility topics apply to all fund sources.

#### ***Frequency of Assistance***

Each household may only receive assistance from a particular fund source once in a 12-month period. Clients may return within that timeframe to seek additional assistance, but are not eligible to receive assistance from the same fund source more than once in a 12-month period, unless otherwise specified by the program summary of the fund source. Please note that current and past-due charges of the same fund source may be combined, but should not exceed the maximum fund source amount.

Agencies using GMS can determine whether a client has been served by a different agency in the same year.

### ***Household Members***

Each person living in the home is considered a household member. Income level and eligibility will be determined based on the entire household, including roommates. Boarders, not related by blood or law to the homeowner, are not considered household members for purposes of eligibility determination.

For clarification, boarders pay rent to someone living in the same home, while roommates pay rent to someone living outside the home. Income from each roommate is counted toward total household income, while income from boarders is not.

### ***Household Income***

All income for household members 18 years of age and older must be counted toward total household income, as well as the 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 as long as 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 either the Federal Poverty Level (FPL) guidelines or the State Median Income (SMI) guidelines. Updated information outlining these guidelines will be attached to community partner contracts and should be adhered to throughout the entire fiscal year.

### ***Condition of Crisis***

When required by the fund source, eligible clients must be experiencing a crisis in order to qualify for services. There is no required timeframe wherein the crisis must have occurred. If a crisis reason is not clearly stated in the client file 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.

### Applicable crisis reasons

1. Loss or reduction of income or public assistance benefits or a delay in receiving public assistance benefits.
  - a. Examples include: loss of employment, theft of income, serious illness which 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 include: 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 include: 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. Other reasonable sources

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

### ***Citizenship Verification (URRD and HEAF only)***

The Utility Repair Replacement Deposit (URRD) and the Home Energy Assistance Fund (HEAF) both require that the primary applicant be verified as a U.S. Citizen or Legal Permanent Resident. Information concerning this verification process and a list of all federally accepted documents can be found in Appendix B of this document.

### ***Income Verification***

In order to determine the eligibility of applicants, 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 both countable and excludable income. For comprehensive lists, please refer to Appendix A of this document.

#### **Countable Income Sources**

1. Earned income: employment, self-employment<sup>1</sup>
2. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,
3. Pensions
4. Worker's compensation
5. Child support
6. Work study
7. Other unearned income: rental income, and endowments or legal settlements.
8. Indian gaming commissions

#### **Excludable Income Sources**

1. Food stamps
2. Medicare
3. WIC
4. AmeriCorps stipend

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

5. Earned income of a child under 16 years of age, or of a child that is 16 or 17 years of age and is 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.

#### Steps to Calculate and Verify Household Income

1. Identify the 30-day period prior to and including the application date.
2. Determine the number of sources of countable income received by all household members during this 30-day period.
3. Determine the amounts of countable income received from each source for each household member during this period.
4. Combine these amounts to reach the total, 30-day household income.
5. Compare this amount to the chosen fund source's income threshold, based on the number of household members.
6. 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. This information can be found in Attachment 1: Payment Guarantee Contact Information. Payment guarantee requests should include all of the information listed below.

#### 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 (if possible)
6. Name of case worker requesting the guarantee
7. Name of organization requesting the guarantee

#### **Agency Reimbursement Process**

All guarantees and payments made by local partner agencies on behalf of clients are eligible for reimbursement from ACAA on a monthly basis. These guarantees and payments must be

accompanied by complete and accurate applications recorded properly in the Grants Management System (GMS) in order to receive reimbursement from ACAA. See the GMS User Manual for clarification on this process.

Agencies will receive reimbursement for the amounts guaranteed plus any service 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 service 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 the eligibility determination, the local 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 affidavit cannot be used to verify U.S. citizenship or legal permanent resident status.

## ***Case Files***

Supporting documentation for each client application must be kept in individual case files. Each file must contain all of 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 Files<sup>2</sup>

1. Intake sheet with client info and name of caseworker
2. Verification document for ID of client
3. Citizenship verification of primary applicant (for HEAF and URRD only)
4. Utility bill (or receipts for purchases of fuel)
5. Income verification
6. Crisis documentation (if required by fund source)
7. Client affidavit form (if utilized)
8. Statement of truth and release of information form, signed by the client
9. Copy of completed payment guarantee request

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<sup>2</sup> Agencies may be granted reasonable exemptions from including certain documents in case files. Contact ACAA staff for exemption requests.

Additional documents may be required by certain fund sources when indicated on the fund source program summary.

### ***Maintaining Records***

Local 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 caseworker'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 ACAA and paying the guarantee using funds other than those provided to the agency by ACAA. The partner agency has the right to appeal any repayment determination directly to ACAA.

### **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***

Caseworkers 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 caseworker or supervisor. Upon request, and when possible, ACAA staff may provide application intake.

### ***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. Upon request, and when possible, ACAA staff may provide application intake.

### **Policy Changes and Clarifications**

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to local 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**

Local partner agencies are responsible for monitoring the ongoing balances of each fund source under contract with ACAA, 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 ACAA using funds other than those provided to the agency by ACAA.

URRD invoices should be submitted at the time of completion of repair and replacement, even if part of the larger weatherization job may not be finished. If crossing over into next fiscal year, the URRD dollars become ineligible.

### **Monitoring/Audit Process**

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

#### General Elements of an 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. Timeliness and accuracy of the guarantee/payment process

### **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 partnering 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 form. 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 Contractor shall take reasonable steps to safeguard, secure and maintain the confidentiality of any and all individual information in its possession, and to protect such information from unauthorized access, use or disclosure, utilizing 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 any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

In the event that 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 ACAA 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 be 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 ACAA 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. Income is only counted once, if living in the household and paid by the applicant.
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 is:

- 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 pay-stub and the household claims a lesser amount but has no record of actual tips received, count the amount on the pay-stub.

- c. When tips are not shown on the pay-stub, 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, which 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.
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
20. Partnership Rural Health Office, University of Arizona, Youth in Action, Learn and Serve (NAU) Child Care Food Program payments
21. Disaster or emergency assistance provided by the Federal Disaster Relief Act or comparable assistance provided by States, local governments and disaster assistance organizations
22. 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)
23. 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 (92 Stat.
24. 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.)
25. 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.

26. 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 as a result 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 as a result 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))
- j. 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))