



Contract Number: MA-CS-14\*27  
Effective Date: 7-1-13  
Term Date: 6-30-14  
Cost: \$67,500.-  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: 4-1-14  
Term: 6-30-14  
Reviewed by: VR

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: August 6, 2013 - ADDENDUM

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Pima County receives state and federal grant funds to operate and provide emergency assistance services to residents in Pima County. Portable Practical Educational Preparation (PPEP) provides emergency assistance to eligible low-income households experiencing a temporary financial crisis.

CONTRACT NUMBER (If applicable): MA-14-27

### **STAFF RECOMMENDATION(S):**

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: \_\_\_\_\_

Page 1 of 2

Ver.-1  
Vendor-1  
Pgs. - 24

To: CHH - 7-31-13  
CoB. 8-1-13  
Agenda - 8-6-13  
Addendum (2)

Procure Dept 07/31/13 PM 10:47

**CLERK OF BOARD USE ONLY: BOX M.G.**

**ITEM NO.**

**PIMA COUNTY COST:** \$ 67,500.00

**and/or REVENUE TO PIMA COUNTY:** \$ N/A

**FUNDING SOURCE(S):** Arizona Department of Labor, FEMA and General Funds (4.5%)

**Advertised Public Hearing:**

		YES	X	NO
--	--	-----	---	----

**Board of Supervisors District:**

1		2		3		4		5		All	XX
---	--	---	--	---	--	---	--	---	--	-----	----

**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:** Rosemary Cora-Cruz **TELEPHONE NO.:** 14-6748

CONTRACT

NO *MA.CS. 14* 00000 00000 00000 0 27

AMENDMENT NO. \_\_\_\_\_

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

NOW THEREFORE, the parties agree as follows:

## **ARTICLE I – TERM/EXTENSION**

- A. This Contract, as awarded by County, shall commence on July 1, 2013, and shall terminate on June 30, 2014, 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 four (4) 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 – Budget, Exhibit C – Specific Fund Source Requirements, Exhibit D – Glossary/Definitions, and Exhibit E - Sub grantee's Warranties.**
- B. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Employment & Training Department or designee. Minor modifications are changes in the Scope of Work or Budget, which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the County under this Contract.
- C. Contractor shall:
  - 1. 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. Contractor's employees shall not be considered officers, employees or agents of the County. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee maintained by the Contractor to secure business.
  - 2. Ensure the attendance of individual(s) performing services under this Contract at County meetings when the County provides reasonable notice of such meetings.
  - 3. Not impose any fees or charges of any kind upon recipients of contract services, unless otherwise specified in the Contract for Services. Neither shall Contractor's subcontractors or any agency of Contractor.
  - 4. Have a written grievance process to provide all applicants and participants with the opportunity for a fair hearing for grievances and shall advise all applicants and participants of their right to a hearing by the agency and to present to the County and/or to the State of Arizona any grievances arising from the delivery of contract services, including but not limited to ineligibility determination, service reduction, suspension or termination or quality of service. Prior to the execution of the Contract, Contractor shall have on file with the Pima County Community Action Agency copies of their Client Grievance Procedures, Confidentiality Policy, and Non-Discrimination Policy.
  - 5. Perform its duties under this Contract in a humane and respectful manner and in accordance with any applicable professional standards. Contractor shall obtain and maintain all applicable

licenses, permits and authority required for its performance under this Contract.

6. In any instance where the hiring of personnel is required or provided for with grant funds provided under this agreement, Contractor shall give first priority to low-income, disadvantaged and/or unemployed individuals.
7. 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.
  - a. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of whole or half blood or child of a spouse.
  - b. County may grant temporary waiver of this policy for employment in effect prior to the execution of this Contract.
- 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.

### **ARTICLE III - COMPENSATION AND PAYMENT**

- A. In consideration for the goods and services specified in this Contract, County agrees to pay Contractor in an amount not to exceed \$67,500.00. Costs for services will be as set forth in **Exhibit B - Budget**.
- B. This is a cost reimbursement Contract and all unexpended funds will not be carried over into another fiscal year.
- C. Request for payments, Contractor must:
  1. Submit invoices, approved and signed by an authorized representative of the Contractor, to the County by the 15<sup>th</sup> calendar day of each month for the previous month of services.
  2. Invoice, reference this Contract number, and must be:
    - a. In accordance with services and approved budget line items contained in **Exhibit B**. "Approved Line Item Budget" which is attached to this Contract and incorporated herein by reference as if set forth in full
    - b. As requested, submit supporting documentation, verifiable by County representative. Documentation shall include, but not limited to:
      - i. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit B** of this Contract.
      - ii. Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
      - iii. Detailed travel reports to support all travel expenses.
      - iv. Time Sheets to support all labor charges.
      - v. Fringe benefit calculations at the rate as shown in the approved budget in Exhibit A.
      - vi. A calculation of administrative/indirect costs, evidencing that such costs does not exceed the 10% maximum of the total reimbursement provided under this Contract.
      - vii. Progress reports giving the status of each task set forth in the Scope of Work section. Such progress reports shall be in a format mutually agreed upon by County and Contractor.
      - viii. Applications (EN005) will be submitted on all clients who have been served by Contractor.

- ix. A report summarizing Contractor's performance shall accompany the final request for payment under this Contract.
- c. Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source. Contractor shall report to the County all other fiscal resources applied to expenses incurred in providing services under this Contract.
- D. Reconciliation of payment 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.
- E. 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.
- F. **FINAL REQUEST FOR PAYMENT** for compensation earned and/or costs incurred shall be submitted to the County within 20 working days **after June 30 of the contract year** on invoices approved and signed by an authorized representative of the Contractor, in accordance to requirements above.
- G. Changes between budget line items totaling:
  - 1. LESS than 15% of the total budget amount may be granted by and at the sole discretion of the County Community Services, Employment and Training (CSET) Department Director or designee following Contractor's submission of a written request provided that any proposed increase is offset by a decrease of equal value to the remaining line items; and there is no increase or decrease to the total operating budget; and
  - 2. MORE than 15% of the total budget requires a contract amendment.
  - 3. The change shall only become effective when approved and is effective on the date of the written authorization provided by the CSET Director or designee.
- H. For payments to be issued to Contractor, Contractor must: (1) Complete and submit a W-9 Taxpayer Identification Number form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>), (2) Register as a Pima County Vendor (<https://secure.pima.gov/procurement/vramp/login.aspx>), and, (3) Fully execute a Contract with Pima County.
- I. Payment by County will generally occur thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.
- J. County may advance funds allocated under this Contract only if the CSET Director or designee finds that the advance is justified by extraordinary circumstances. Contractor's report of cumulative and projected expenditures and earnings in performance of this Contract, which must be verified by County staff, shall accompany and support Contractor's advance request. Advance payments are a debt of the 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.
- K. 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 paragraph J above.

- L. Disallowed Charges or Cost principles shall be as follows:
1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
  2. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.
- M. 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.
- N. For the period of record retention required under **Article XXI – Books and Records**, County reserves the right to question any payment made under this Article 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, his 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
ii. Products – Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. Blanket Contractual Liability – Written and Oral	\$1,000,000
v. Fire Legal Liability	\$ 50,000
vi. Each Occurrence	\$1,000,000
    - 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 as 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, 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
  - i. The policy shall be endorsed to include the following additional insured language: **"Pima County and the State of Arizona are named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"**.
  - ii. Policy shall contain a waiver of subrogation against Pima County, 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

**3. Worker's Compensation and Employers' Liability**

- a. Workers' Compensation Statutory
- b. Employers' Liability:
  - i. Each Accident \$ 500,000
  - ii. Disease – Each Employee \$ 500,000
  - iii. Disease – Policy Limit \$ 1,000,000
- c. 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.
- d. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**C. Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

- 1. The State of Arizona and Pima County, wherever additional insured status is required, shall each be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

**D. Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice shall be sent directly to the **Department Director, Arthur Eckstrom, 2797 E. Ajo Way, Tucson, Az. 85713** and shall be sent by certified mail, return receipt requested. The Project Name/Contract Number and project description shall be noted on the Certificate of Insurance.



- E. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Neither the State of Arizona nor County warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. All Certificates of Insurance are to be received and approved by Pima County before work commences.

#### **ARTICLE V – INDEMNIFICATION**

- A. Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands 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 all products and services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold Indemnitees 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 products 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 Sub grantee, 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 E - Sub grantee's Warranties.

#### **ARTICLE VII – INDEPENDENT CONTRACTOR**

The status of Contractor shall be that of an independent contractor. Neither, Contractor nor Contractor's officer 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](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is 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 ARS § 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 XVI– TERMINATION FOR CONVENIENCE**

- A. County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor thirty (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. 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.

## **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:**

Portable Practical Educational Preparation  
806 E. 46<sup>th</sup> Street  
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 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, other information and documents submitted by the Contractor in its' response to said Solicitation. In addition, ADES/CSA (State of Arizona), State Contract ("Intergovernmental Agreement"), National Association for State Community Services Programs, National Performance Indicators Instruction (NPI) Manual which are fully incorporated by reference.
- B. These documents 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 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, 3<sup>rd</sup> 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. 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 – 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 XXVII – 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 XXVIII – 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 XXIX – 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.

## **ARTICLE XXX - SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ARTICLE XXXI - 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

**CONTRACTOR**

Gertha L. Brown-Hurd  
Authorized Officer Signature

Gertha L. Brown-Hurd  
Please print name

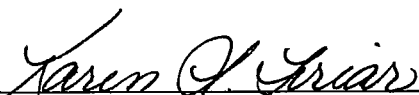
Board President  
Title

7-12-2013  
Date

**APPROVED AS TO CONTENT**

  
Community Services, Employment  
& Training Director

**APPROVED AS TO FORM**

  
Karen S. Friar, Deputy County Attorney



## EXHIBIT A - SCOPE OF WORK

### A. PURPOSE

The purpose of this Contract is to set out the terms and conditions for Contractor to provide emergency financial assistance to eligible low-income households experiencing a temporary financial crisis in order to prevent homelessness, prevent utility disconnection, and to provide case management, referral and advocacy services to a portion of those households in accordance with the Arizona Department of Economic Security and the State of Arizona/Department of Housing Eligibility Income Guidelines in effect at the time the service is provided.

### B. PROGRAM ACTIVITIES

Contractor shall:

1. Establish regular and reasonable service hours when applicants may apply for eligibility and assistance determination.
2. Maintain a trained staff and accessible office operation. 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.
3. Interview clients and complete the EN-005 application form as provided and required by County, federal and state funding sources.
4. Document interview and eligibility information per funding source requirements in effect at the time the service is provided.
5. Provide home-visits to medically homebound individuals, as needed.
6. Perform computations of income and need as required to determine applicant eligibility.
7. Review applicant information on ESN computer data base to prevent assistance duplication.
8. Determine eligibility of applicants for all contracted funding sources based on applicable income guidelines.
9. Determine level of assistance needed and authorized for eligible applicants.
10. Provide client follow-ups (60 days from the date of application), referrals to other resources within the community, and be able to document the outcome of these referrals in client files.
11. Maintain confidentiality of all applicant and client files records and documents. All documentation and records must be kept in a locked cabinet or, if not subject to retention, shredded.
12. Prepare payment vouchers for the issuance of direct assistance checks to landlords, mortgagers and vendors, and utility vendors, on behalf of clients determined eligible under any one of the following programs:
  - a. STCS/TANF
  - b. EFSNBP - FEMA
  - c. ADOH
  - d. EEIP
  - e. SSBG
13. Enter applications directly into ESN computer database within three working days of eligibility determination.

14. Identify applicants who need case management assistance.
15. Provide case management assistance pursuant to the current matrix of Self-Sufficiency Standards provided by Pima County.
16. Maintain all applicant, client and case management records.
17. Maintain complete and accurate records of all financial transactions in full compliance with State of Arizona and federal accounting and fiscal management requirements.
18. Provide monthly financial and program reports to the County.
19. Provide an annual audit of agency finances as required in Article XXII.
20. Accept referrals from the Pima County Community Action Agency for clients in need of case management services as determined by Pima County.

**C. INCOME GUIDELINES**

All households receiving services under this Contract must have income guidelines set by the Department of Health and Human Services, office of the Secretary, and the State of Arizona as shown in Exhibits A-1. Income guidelines may be changed during the term of this Contract by written notice from the County.

**D. PERFORMANCE REQUIREMENTS**

1. Contractor shall employ suitably trained and skilled professional personnel to perform all services under this Contract, and shall require personnel to attend all training and technical assistance sessions required by the County.
2. Contractor's performance under this Contract shall be to the satisfaction of the County and in compliance with all terms and conditions applicable to any specific funding source referenced in the main body of the Contract. 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.

**E. MONITORING & EVALUATION**

1. County, ADES/CPIP, or ADOH may monitor all activities and information sources in the management, fiscal, and service system of Contractor and any subcontracted parties, relating to performance of duties and obligations under this Contract, to assure that Contractor is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to Contractor by County are being used effectively and efficiently to accomplish the purposes for which funds were made available. Contractor shall cooperate with any monitoring of services delivered, facilities maintained and fiscal practices.
2. Contractor shall assist County in providing to ADES/CPIP or ADOH reports and other communications relating to the performance and impact of this program.
3. This provision is not intended to limit or reduce Contractor's responsibility to comply with all applicable law and Contract obligations to provide Contract services in accord with Contract terms and conditions.

**F. IDENTIFICATION OF FUNDING**

1. 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 attribute "PIMA COUNTY" and the following funders in the following format:

Funded by:            Arizona Department of Economic Security  
                             Arizona Department of Housing  
                             Pima County Board of Supervisors

2. Reference to Pima County shall be displayed at least as prominently as other credited funding sources.

**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, 2013 - June 30, 2014**

Federal Poverty Guidelines (FPG) - Income thresholds for the last 30 days by percent of poverty													For each additional member add:
Number of Household Members >>													
1	2	3	4	5	6	7	8	9	10	11	12		
0%-75% of Poverty = At or under 75% of the FPG.	\$718	\$969	\$1,221	\$1,472	\$1,723	\$1,974	\$2,226	\$2,477	\$2,728	\$3,231	\$3,482	\$251	
76%-100% of Poverty = Above 75% and at or below 100% of FPG.	\$958	\$1,293	\$1,628	\$1,963	\$2,298	\$2,633	\$2,968	\$3,303	\$3,638	\$4,308	\$4,643	\$335	
101%-125% of Poverty = Above 100% and at or below 125% of FPG. The income limit for STCS, CSBG and NHN.	\$1,197	\$1,616	\$2,034	\$2,453	\$2,872	\$3,291	\$3,709	\$4,128	\$4,547	\$5,384	\$5,803	\$419	
126%-150% of Poverty = Above 125% and at or below 150% of FPG. Income limit for LIHEAP and clients over 60 and/or disabled for other programs.	\$1,436	\$1,939	\$2,441	\$2,944	\$3,446	\$3,949	\$4,451	\$4,954	\$5,456	\$6,461	\$6,964	\$503	
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	\$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	\$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	\$4,846	\$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	\$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 - BUDGET

### A. Approved Line Item Budget

1. For other services provided **July 1, 2013 through June 30, 2014**, Contractor shall be paid in accordance to the following table:

BUDGET LINE ITEM	AMOUNT
Salaries/Fringe Benefits	\$6,696.00
Rent/Utilities	\$2,300.00
Travel	\$0.00
Materials & Supplies	\$334.00
Operating Services	\$0.00
Client Vouchers	\$57,500.00
Administrative Expenses	\$670.00
<b>TOTAL</b>	<b>\$67,500.00</b>

### B. Fund Allocation

1. For services provided **July 1, 2013 through June 30, 2014**, Contractor shall be paid in accordance to the following table:

FUND ALLOCATION	AMOUNT
Administration	\$10,000.00
STCS/TANF (49)	\$41,000.00
EEIP (66)	\$5,000.00
State Housing (52)	\$0.00
CSBG (97)	\$11,500.00
FEMA	\$0.00
<b>TOTAL</b>	<b>\$67,500.00</b>

### C. Household Served and Client Voucher Summary

FUND ALLOCATION	NUMBER OF HOUSEHOLDS
Administration	0
STCS/TANF (49)	43
EEIP (66)	6
State Housing (52)	0
CSBG (97)	12
FEMA	0
<b>TOTAL</b>	<b>61</b>

**EXHIBIT C**  
**SPECIFIC FUND SOURCE REQUIREMENTS**

Always refer to your ADES/CPIP Policy and Procedure Manual concerning STCS/TANF funding.

- A. Under the Short Term Crisis Services/Temporary Assistance to Needy Families (STCS/TANF), the following additional requirements apply:
1. 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 (November 1, 2008) and STCS/TANF program.
  2. 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))**.
  3. Within two working days of application, Contractor shall provide a written "Notice of Decision" letter to all applications for STCS/TANF.
  4. 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.
  5. Contractor shall use STCS/TANF funds to supplement other emergency assistance resources.
  6. 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.
  7. Contractor shall use the current Self-Sufficiency Matrix on all households applying for and receiving STCS/TANF funding provided by Pima County.
  8. 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. Under the Emergency Eviction Intervention Program (EEIP), 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. Under the Emergency Food and Shelter National Board Program (FEMA), the following additional requirements shall apply: Always refer to your Rules and Regulation Manual that Pima County provides to your agency.

1. Payment on behalf of the client must be for rent, mortgage, or utility assistance only.
2. Payment shall be for one-month amount only for rent, mortgage or utility assistance.
3. All late fees and deposits are ineligible for this program. For mortgage assistance, principal and interest are the only allowable payment to be made by this funding source.
4. A household may receive assistance from FEMA only once per year under this agreement.
5. Contractor shall complete the EN-005 Application for each client applying for assistance and shall provide assistance only to those clients meeting FEMA eligibility requirements.
6. Contractor shall comply with all FEMA Rules and Regulations provided by Pima County.
7. Contractor is responsible for the data entry of all applications into the ESN Data Base System. Applications must be entered within three days from the date of application.
8. Contractor is responsible for checking the ESN Data Base System to ensure that applicant will not receive a duplicate payment. The Contractor will be responsible for reimbursement to County for any applicants receiving duplicate payments.

D. Under the State of Arizona/Department of Housing (Eviction Prevention/Emergency Homeless Housing Assistance Program), the following additional requirements apply:

1. Payment on behalf of the client must be for rent, mortgage, utility and/or rent deposits.
2. Contractor shall complete a EN-005 Application for each client applying for assistance.
3. Clients must be income eligible according to the 2008 Arizona Income Limits/State Housing Fund Program Home and Housing Trust Fund Program Income Limits. A copy of which is attached as **Exhibit A-2** to this Contract and incorporated herein by reference as if set forth in full.
4. The Self-Sufficiency Matrix provided by the Community Action Agency must be used on all clients receiving this fund source.
5. 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.
6. Contractor is responsible for checking the ESN Data Base System to ensure that applicant will not receive a duplicate payment. The Contractor will be responsible for reimbursement to County for any applicants receiving duplicate payments.

E. Case Management Requirements

1. 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:
  - a. The case manager shall not supplant an existing position for which funds are already available.
  - b. 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.
  - c. 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.

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

## **EXHIBIT D - GLOSSARY/DEFINITIONS**

1. "ADES/CPIP" means Arizona Department of Economic Security/Community Partnerships and Innovative Practices.
2. "ADOH" means Arizona Department of Housing.
3. "CFR" means Code of Federal Regulations.
4. "Exhibit" refers to a written attachment and constitutes a legal part of the Contract.
5. "Contract Amendment" means a written document signed by the Contractor and Pima County that is issued for the purpose of making changes in the Contract.
6. "Contractor" means any person/agency who has a contract with Pima County.
7. "County" means Pima County and the Community Services Department/Employment & Training Department/Community Action Agency Division.
8. "EEIP" means Emergency Eviction Intervention Program.
9. "EFSP" means Emergency Food and Shelter National Board Program.
10. "EN-005" is a three page application provided by Pima County to be used on all clients requesting services.
11. "ESN" means Emergency Services Network.
12. "FEMA" means Federal Emergency Management Agency.
13. "HUD" means Housing of Urban Development.
14. "RFP" means Request for Proposal.
15. "STCS/TANF" means Short Term Crisis Services/Temporary Assistance to Needy Families.
16. "SSBG" means Social Services Block Grant.
17. "SSM" means Self Sufficiency Matrix.



## EXHIBIT E - SUBGRANTEE'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 ("CSBG"), Public Law (P.L.) 105-285m ([www.acf.hss.gov](http://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 at [http://www.nascsp.org/documents/FY09NPIInstructionsFINAL\\_000.pdf](http://www.nascsp.org/documents/FY09NPIInstructionsFINAL_000.pdf), or upon request.
- 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