



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 8/8/2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Community Action Association dba Wildfire

**\*Project Title/Description:**

2023-24 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 07012023-24

Indirect cost does not apply.

**\*Procurement Method:**

Not applicable to grant award.

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

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

**\*Metrics Available to Measure Performance:**

Performance reports provided via the Emergency Services Network database insures appropriate delivery of services.

**\*Retroactive:**

Yes, due to delays in processing the agreement. County received the agreement from Wildfire on June 9, 2023. The negative impact of not approving this agreement is low-income Pima County residents would not receive utility assistance.

imI approves  
(per) 7/20/23

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

**Contract / Award Information**

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

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

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

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

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

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

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

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

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

☒ Award ☐ Amendment

Document Type: GTAW Department Code: CR Grant Number (i.e., 15-123): 24-003  
Commencement Date: 7/1/23 Termination Date: 6/30/24 Amendment Number: N/A  
☐ Match Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 283,510

\*All Funding Source(s) required: Utility Repair Replacement Deposit; SW Gas Energy Share Bill Assistance; Tucson Electric Power Bill Assistance; Trico; SW Gas Low Income Energy Conservation Bill Assistance

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

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

\*Funding Source: \_\_\_\_\_

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

N/A

Contact: Manira Cervantes/Rise Hart

Department: Community & Workforce Development

Telephone: 724-5710/724-5723

Department Director Signature: [Signature]

Date: 7/18/23

Deputy County Administrator Signature: [Signature]

Date: 7/18/23

County Administrator Signature: [Signature]

Date: 7/21/23

## **INDEPENDENT CONTRACTOR AGREEMENT**

2023-24 Utility Assistance Programs

Contract No. 07012023-24

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 DBA Wildfire, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire").

### RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

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

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

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

### **1. Services and Programs.**

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

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

<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>
Southwest Gas Energy Share – Bill Assistance	\$40,636	\$4,064	\$44,700	Utility assistance and deposits for SWG customers	<b>Refer to Exhibit A:</b> Southwest Gas Energy Share – Bill Assistance Program Summary.
Southwest Gas Low Income Energy Conservation/LI EC Bill Assistance	\$51,120	\$0	\$51,120	Utility assistance and deposits for SWG customers	<b>Refer to Exhibit A:</b> 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.
Trico	\$37,930	\$0	\$37,930	Utility Assistance for Trico Customers	<b>Refer to Exhibit A:</b> Trico Assistance Program Summary
Tucson Electric Power (TEP) Bill Assistance	\$65,258	\$13,052	\$78,310	Utility assistance for TEP customers	<b>Refer to Exhibit A:</b> Tucson Electric Power Bill Assistance Summary.
Utility Repair Replacement Deposit (URRD)	\$59,542 Portion of which is eligible for HVAC Waiver Pilot: \$11,908	\$11,908 Portion of which is eligible for HVAC Waiver Pilot: \$2,382	\$71,450 Portion of which is eligible for HVAC Waiver Pilot: \$14,290	Utility/Appliance Repair or Replacement and/or Utility Deposits	<b>Refer to Exhibit A, Appendix A:</b> URRD <b>Refer to Exhibit A, Appendix C:</b> Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status  <b>URRD HVAC Waiver Pilot Program:</b> The default HVAC Waiver Pilot percentage of URRD funding for approved agencies is 20%. <b>Refer to Exhibit A:</b> URRD HVAC Waiver Pilot Program Summary
<b>Total Funding</b>	<b>\$254,486</b>	<b>\$29,024</b>	<b>\$283,510</b>		

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

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

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

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

## 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 or **July 1, 2023** (the "Effective Date") and ending on **June 30, 2024**.

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

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire'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 Wildfire Grants Management System (GMS) as required by *Section 4*. After the 15<sup>th</sup> day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

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

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

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

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

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

3.7 Indemnification. To the extent permitted by law, Contractor agrees to indemnify, defend and hold Wildfire 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. Wildfire 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 Wildfire or Wildfire'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. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

*a) Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.



- The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*b) Automobile Liability*

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

- Combined Single Limit (CSL) \$ 1,000,000
- The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

*c) Worker's Compensation and Employers' Liability*

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

3.8.9 Wildfire 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.**

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

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

#### **5. Confidential Information.**

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor. Notwithstanding the foregoing, Contractor may release public records redacting confidential and personal identifying information in response to a valid public records requests pursuant to the Arizona Public Records Law (A.R.S. § 39-121 *et seq.*), provided, that in the event such a public records request is received, Contractor shall immediately notify Wildfire and thereafter permit Wildfire (or any counterpart of Wildfire



to whom records or information subject to the request belongs or concerns) to intervene in order to secure a protective order or other appropriate relief from a court of competent jurisdiction. The protective action described in the preceding sentence shall be undertaken (if at all) in the sole discretion of Wildfire and/or its counterparties, and a protective order or other appropriate relief must be obtained within ten (10) business days from the date that notification of the public records request is delivered by Contractor to Wildfire. Contractor shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall Contractor be in any way financially responsible for any costs associated with seeking such an order.

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

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

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

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

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

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

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

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

13. 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.

14. **Exhibits.**

Exhibit A Home Energy Assistance Fund Policy Manual FY 2024

Exhibit B Federal Poverty Income Guidelines effective July 1, 2023 –  
June 30, 2024

[Signature page follows]

**INDEPENDENT CONTRACTOR AGREEMENT**

2023-24 Utility Assistance Programs

Signature Page

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

CONTRACTOR

**Pima County – Board of Supervisors**

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

Name:

Title: Chairman, Board of Supervisors

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

ATTEST:

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

Name:

Title: Clerk of the Board

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

APPROVED AS TO FORM:

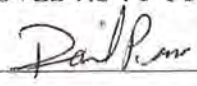
By:  \_\_\_\_\_

Name: Kyle Johnson

Title: Deputy County Attorney

Date: 7-18-23

APPROVED AS TO CONTENT:

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

Name: Daniel Sullivan

Title: CUP Director

Date: 7.18.23

Address:

2997 E Ajo Way, 3rd Floor  
Tucson, AZ 85713

Email: [manira.cervantes@pima.gov](mailto:manira.cervantes@pima.gov)

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

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

Name: Kelly McGowan

Title: Interim Executive Director

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

Address:

340 E Palm Lane, Suite 315

Phoenix, Arizona 85004

Fax: 602-604-0644

E-mail: [kmcgowan@wildfireaz.org](mailto:kmcgowan@wildfireaz.org)



# Wildfire Home Energy Assistance Fund Policy Manual

FY 2024

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## **Mission**

The Home Energy Assistance Fund (HEAF) at Wildfire develops and coordinates resources through education, advocacy, financial assistance, and local partnerships throughout 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 in managing their energy burdens. The purposes of the fund are to:

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

## **Fund Sources Currently in Distribution**

- |   |   |
|---|---|
| • APS Crisis Bill Assistance                      | • Southwest Gas LIEC                      |
| • Global Water LIRP                               | • TEP Bill Assistance                     |
| • SRP Bill Assistance                             | • Trico                                   |
| • Southwest Gas Energy Share – Bill Assistance    | • UNSE Electric                           |
| • Southwest Gas Energy Share – Repair/Replacement | • UNS Warm Spirit Gas & Electric          |
|   | • Utility Repair, Replacement and Deposit |

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

## **Intake and Application**

Local partner agencies should utilize efficient and accessible intake processes to ensure services are available to as many eligible households as feasibly possible in their service area. This may include, but is not limited to, telephonic or web-based services. 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 residence.

## **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, pre-approved 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.

Data received after the 15<sup>th</sup> may be reimbursed the following month.

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, expenditures using repair/replace should be entered into GMS prior to full completion.

Repair/replace jobs must be completed prior (and coordinated as such) to the end of the fiscal year; otherwise, they will be billed to the new fiscal year contract.

## **Household Eligibility**

Specific eligibility requirements for utility assistance vary by fund source. Comprehensive outlines for these fund sources can be found in the Program Summaries. See Attachment 2 at the end of this manual. The following eligibility topics apply to all fund sources.

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

Frequency of assistance within a 12-month period depends on the fund source. Clients may return within a 12-month period, to seek additional assistance, but may or may not be eligible. Refer to the Program Summaries for full eligibility details.

Depending on the fund source, 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 the Federal Poverty Level (FPL) 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. Crisis reasons must be listed on the application. Additional documents verifying the crisis may be required by specific fund sources. If documents verifying the crisis are unavailable, a client affidavit form should be used to allow the client to attest to the validity of their crisis reason. The form must be signed by the client. Refer to Program Summaries for information on crisis requirement.

#### **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. Tribal ID
10. Other reasonable sources

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

### ***Citizenship Verification (URRD ONLY)***

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

### ***Income Verification***

Please refer to the Program Summaries, at the end of this manual, to determine income verification requirements.

For those fund sources requiring 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. Tribal per capita

#### Excludable Income Sources

1. Food stamps and/or P-EBT
2. Medicare
3. WIC
4. AmeriCorps stipend
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
11. Stimulus payments
12. Previous rental/utility assistance through other grants

#### 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.

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

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. See Attachment 1: Payment Guarantee Contact Information at the end of this manual. Payment guarantee requests should include all of the information listed below and a hard copy placed in the file.

### Information Included in Payment Guarantee Requests

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

## **Agency Reimbursement Process**

All guarantees and payments made by local partner agencies on behalf of clients are eligible for reimbursement from Wildfire 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 Wildfire. See the GMS User Manual for clarification on this process.

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

## **Record Keeping**

The applicant has the primary responsibility to provide all required documents. In situations where it is difficult for the applicant to obtain documents needed to complete 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 client affidavit cannot be used to verify U.S. Citizenship or Legal Permanent Resident status for applicable fund sources. Please see Appendix XXXX for citizenship affidavit.

### ***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/Application with client info and name of Case Manager
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), matching applicant's service address
5. Income verification
6. Documents verifying crisis (if required by fund source)
7. Client affidavit form (if utilized)
8. Statement of truth and release of information form, signed by the client<sup>^</sup>
9. Copy of completed payment guarantee request
10. Proof of ownership (repair/replace)
11. Verification of job completion with client signature (repair/replace)

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

<sup>^</sup>A hard copy of the Approval/Denial Letter signed by the client, which includes the statement of truth and release of information, should also be placed in the file. For agencies that batch monthly, the signed statement of truth and release of information can be on a separate document. A hard copy of this document needs to be placed in the file.

Client Affidavit may be used in place of the following:

- Documents verifying crisis
- Income verification

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

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

### **Fraudulent Information and Conflict of Interest**

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

### ***Relatives of Applicants***

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

### ***Agency Employees***

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

### **Policy Changes and Clarifications**

Revisions to any policies and procedures will be reviewed and approved by the Wildfire Home Energy Assistance Fund Advisory Board and the Wildfire 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 Wildfire, throughout the course of the contract year. All funds must be distributed to eligible clients by the end of the contract year and over-expenditures must not be

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

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

Repair/replacement jobs should be submitted at the time of completion, even if part of the larger weatherization job may not be finished. Repair/replace jobs must be completed prior (and coordinated as such) to the end of the fiscal year, otherwise they will be billed to the new fiscal year contract.

## **Monitoring/Audit Process**

Partner agencies are responsible for ensuring that all policies and procedures are being followed. Wildfire staff will conduct an audit of application and case files during annual monitoring visits. The following 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. Demonstration of payment guarantee to utility company or completion of job related to URRD

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

## **Cooperation**

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The 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 Wildfire before honoring the request.

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

### **Non-Discrimination Policy**

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

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or 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 Wildfire administrative staff.

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

# Appendix A: Countable and Excludable Income

## Countable Income

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

### *Earned Income*

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

Earned income includes but is not limited to:

1. ARIZONA TRAINING PROGRAM (ATP): Salaries to handicapped persons working in a sheltered workshop situation are counted. Verbal or written verification may be obtained from ATP.
2. BABY-SITTING OR CHILDCARE INCOME: Earnings from baby-sitting are counted as self-employment income. Verbal or written verification may be obtained from DES or the person paying for the care.
3. CAN OR BOTTLE SALES OR OTHER USABLE DISREGARDS: Income from these sales is counted as self-employment income. Client should have receipts for such sales. If receipts are not available, a signed and dated client statement would be acceptable.
4. CONTRACT INCOME: Income received by individuals who are employed under a contract that states a specific length of time and a specific income amount to be paid during that time.
5. HOUSEKEEPER OR HOME HEALTH AIDES: Income earned as a housekeeper or home health aide is countable. Verbal or written verification may be obtained from the employer. 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 paystub and the household claims a lesser amount but has no record of actual tips received, count the amount on the paystub.
  - c. When tips are not shown on the paystub, obtain the individuals' written tip record. When not available, obtain a written statement from the household or contact the employer.
13. **WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA):** Earnings from employment through WIOA will be counted for persons age 18 and over.

14. WORK STUDY: Earnings received from the following: Work-study programs, when the funds do not come under Title IV of the Higher Education Act; Veterans Administration work-study program.

### ***Unearned Income (countable)***

Unearned income is defined as income, 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. Do not include the Medicare deduction in the total amount.
17. **SUPPLEMENTAL SECURITY INCOME (SSI):** Monthly cash payments made under the authority of Title XVI of the Social Security Act, as amended, to the aged, blind, and disabled (A Federally financed public assistance program). The recipient need not have contributed to the Social Security Fund to be eligible for SSI benefits.
18. **STRIKE PAY:** from unions to striking employees is not wages and must be considered unearned income. If there is no check stub, verification can be obtained by calling the union.
19. **UNEMPLOYMENT INSURANCE (UI):** Considered unearned income in the month received. The amount of income can be verified by a check stub or contacting the local UI office.
20. **VETERANS ADMINISTRATION BENEFITS (VA):** Retirement, Survivors, Disability, and Educational Benefits are paid to veterans and their dependents or survivors. Only the



amount of the benefit, which is actually received by the person whose income must be included, will be counted.

## **Excludable Income**

Only the income discussed in this section will be excludable:

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

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

Adoption Subsidy payments are federally, state, or locally funded assistance payments provided to children with special needs. These payments are intended to help a child whose special needs otherwise might hinder their adoption. Adoption Subsidy payments vary depending on the special needs of the child. Adoption subsidy payments are NOT COUNTABLE as income.
25. Other:
  - a. Compensation provided to volunteers by the Corporation for National and Community Service (CNCS), unless determined by the CNCS to constitute the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.), or applicable State law, pursuant to 42 U.S.C. 5044(f) (1) (Note: This exclusion does not apply to the income of sponsors of aliens.)

- b. Any assistance to an individual (other than wages or salaries) under the Older Americans Act of 1965 as amended by Section 102 (h) (1) of Pub. L. 95-478 (92 Stat. 1515, 42 U.S.C. 3020a)
- c. Amounts paid as restitution to certain individuals of Japanese ancestry and Aleuts for losses suffered 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))

# Appendix B: Instructions for Verifying Citizenship and Qualified Immigrant Status

## Definition of U.S. Citizenship

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

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

## Verification of U.S. Citizenship

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

The following participants are exempt if they are receiving the following services:

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

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

### ***Approved Documentation***

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

#### **A. Primary – Verification Documents**

1. A birth certificate showing birth in the U.S., its territories or possessions.
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC. The benefit granting Service Provider shall require the applicant to present a membership card or other tribal document demonstrating membership in an Indian tribe. If the applicant has no document evidencing tribal membership, the benefit granting Service Provider should contact the Indian tribe for verification of membership.

#### **B. Secondary – Verification Documents**

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name, a U.S. place of birth and the date of birth or the applicant's age when the record was made. It must also indicate a place of birth in the U.S., its Territories or Possessions.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S., its Territories or Possessions.



4. Proof of employment as a U.S. Government Civil Servant before June 1, 1976.
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions. (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption Service Provider containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

#### C. Primary or Secondary Documents Are Not Available

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

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth (For children under age 16 the documents must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).)
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). The documentation **CANNOT** be expired.
5. Verification from the Social Security Administration, e.g. award letter
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its Territories or Possessions
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
  - AHCCCS Award Letter is acceptable verification

10. Military papers - When verifying military service criteria, the following apply:
  - a. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
  - b. Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active))
  - c. A spouse or unwed dependent child of a veteran or active duty non-citizen must provide a document to verify relationship along with military verification requirements
  - d. A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date (Record must indicate a place of birth in the United States)
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant
14. Tribal census records for the Navajo or Seneca tribes (The records must be created at least five years before the application and list a U.S. place of birth.)
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs
19. A **current** decision letter from the ADES/Family Assistance Administration that demonstrates eligibility for the Food Stamp or Cash Assistance Programs (The award letter must list the applicant as an eligible member of the household).
20. A DES SNAP/TANF case management system record match, indicating that the individual is currently receiving SNAP or TANF benefits.

#### D. Primary or Secondary Documents Not Obtainable

When the applicant cannot obtain the Primary or Secondary forms of verification, they may provide an Affidavit Attesting Citizenship (**this is separate from the client affidavit form provided by Wildfire**). An Affidavit Attesting Citizenship must meet all of the following requirements:

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances
2. Be signed by a U.S. Citizen that is not a member of the household
3. Be approved by the Case Manager Supervisor
4. Document the reason for using the affidavit form

Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

## **Verification of Qualified Immigrants**

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

### ***A. Resident Immigrants***

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

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

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

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

### Temporary Evidence of Lawful Permanent Residence – Valid Until (Date)

#### With the following Stamp/Annotations of Law

1. Adjustment Admission Stamp - Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a PRUCOL determination)
2. Non-Specific Admission Stamp -Eligible when the form is noted with an I- 551 eligible status code

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

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

### ***B. Refugee or Amerasian***

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

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

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

### ***C. Victim of Human Trafficking***

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

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

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

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

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

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

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

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

***E. Non-Citizen Legal Resident Whose Deportation Is Withheld***

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

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

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

***F. Cuban or Haitian Entrant***

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

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

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



### ***G. Conditional Entrant***

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

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

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

### ***H. Abused or Battered Resident Immigrants***

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

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

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

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

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

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

### ***I. Indefinite Detainee***

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

## ***J. Military Connection***

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

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

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

When verifying military service criteria, the following apply:

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

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

## **Qualified USCIS Identification Cards**

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

### ***USCIS Identification Cards***

The eligible ID cards listed in this section are as follows:

1. I-94 Arrival/Departure Record
  - a. POTENTIALLY ELIGIBLE depending on the following:

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

**Note:** Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

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

### **Affidavit That Document(s) Is/Are True**

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

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

## **Non-Qualified Immigrants**

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

1. I-94 (Non-citizens with this document may have either qualified or nonqualified status. The admission stamp annotated on the card determines the non-citizen's status.)
2. I-184 (Crewman Landing Permit)
3. I-185 (Nonresident Alien Canadian Border Crossing Card)
4. I-186 (Nonresident Mexican Border Crossing Card)
5. I-444 (-Mexican Border Visitor Permit)
6. I-586 (Nonresident Alien Border Crossing Card)
7. I-688A (Employment Authorization)
8. I-688 (Temporary Resident [This is the first card issued to non-citizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.])
9. I-688B (Employment Authorization [This is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.])
10. I-689 (Fee Receipt-Non-citizens [With this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.])
11. I-766 (Employment Authorization)
12. DSP150 (Border Crossing Card [This card was introduced in 1997. Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.])
13. Student Visa (This card was introduced in 1998)

## **Ineligible Alien ID Cards**

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

1. Any alien ID cards that are expired.
2. I-181a Memorandum of creation of record of lawful permanent residence

3. I-184 Alien crewman landing permit and identification card
4. I-185 Non-resident alien Canadian border crossing card
5. I-186 Non-resident alien Mexican border crossing card
6. I-444- Mexican border visitor permit
7. I-586 Non-resident alien border crossing card
8. I-688 Employment authorization
9. I-688A Employment authorization document
10. I-688B Employment authorization document
11. I-689 Fee receipt
12. I-766 Employment authorization document
13. Non-resident border crossing card



**ATTACHMENT 1:**

**PAYMENT GUARANTEE  
CONTACT INFORMATION**

## PAYMENT GUARANTEE CONTACT INFORMATION

### --ALL UTILITIES--

APS:	Online through the APS EAG system. Call the APS Caps Team (602) 371-6774 for questions and assistance. Email: <a href="mailto:guaranteeassistance@apsc.com">guaranteeassistance@apsc.com</a>
SRP:	Email: <a href="mailto:SRPEAG@srpnet.com">SRPEAG@srpnet.com</a> Phone: (602) 236-3003 Fax: (602) 914-8732
SWG:	Online through the SWG Portal. Please contact Southwest Gas directly for access to the portal. Email: <a href="mailto:SCA-SWGAgencies@swgas.com">SCA-SWGAgencies@swgas.com</a> Phone: (877) 967-9427 Fax: (866) 997-9427
GLOBAL WATER:	CustomerService@gwresources.com Fax: (520) 568-6367
TEP:	Email: <a href="mailto:AgencyDesk@tep.com">AgencyDesk@tep.com</a> Phone: 1-520-917-8418 Phasing out Fax Access
TRICO:	Email: <a href="mailto:memberservices@trico.coop">memberservices@trico.coop</a> Phone: 1-520-744-2944 Option 4 Fax: 1-520-353-1640
UNISOURCE (Warm Spirit):	Email: <a href="mailto:AgencyDesk@uesaz.com">AgencyDesk@uesaz.com</a> Phone: 1-866-628-5721 Fax: 1-866-870-5163
REQUIRED INFORMATION:	Guarantees should include the following information (see also the Policy section on Payment Guarantee Process): <ol style="list-style-type: none"><li>1. Account number</li><li>2. Customer name on account</li><li>3. Customer address</li><li>4. Date of guarantee and guarantee amount</li><li>5. Fund source (if possible)</li><li>6. Name of case worker requesting the guarantee</li><li>7. Name of organization requesting the guarantee</li></ol>

**ATTACHMENT 2:**  
**PROGRAM SUMMARIES**

Programs	Can Pay	Max Grant Amount	12 Month Period	Eligibility Criteria	Citizenship Requirement	Critical Reason	Payment Guarantee	Notes
APS	• Current, past due • Reconnection, Establishment • NO CREDIT GIVEN	\$1,000	2x in a 12mo period	• At or below 200% FPL • Customer or household member	NONE	• Must be stated • Documents required (if doc verification by CM)	• Online through APS EAG system • P: 602.3716774	• Can't pay deposits or charges received at previous address • Current current, upcoming charges, any other outstanding debt due to missed payments
Global Water	• Current, past due, deposits • Reconnection, service fees • Returned payment fee • Installation of back-flow • Credits can be given	\$1250 - Water / \$250 - Sewer Scottsdale, Tempe, East of 1700 - Maricopa and Red Rock	More than once allowed but can't exceed max grant amount	• At or below 200% FPL OR • Deployed service member • Disabled military • F allthough • Medical hardship	NONE	• Not required • Documents required for Military/Utility Customer Assistance Programs (see eligibility sheet)	• customers email: <a href="mailto:agencies@globalwater.com">agencies@globalwater.com</a> • Must indicate which program was utilized	• Eligibility requirements based on customer assistance programs offered by utility company • Can only receive help from 1 program
SRP Bill Assistance	• Current, past due, deposits • Balance from previous address • Reconnection, establishment fees • Returned payment fee	\$500	1x in a 12mo period	• At or below 200% FPL • Customer or household member	NONE	• Must be stated (inability to pay is considered a crisis) • Documents NOT required	• <a href="mailto:spag@srpnet.com">spag@srpnet.com</a> • P: 602.226.3003 • F: 602.384.8732	• M-Power customer should be given enough to cover outstanding debt & need 30 days of emergency, based on Customer Usage report (available from SRP) taking into account weather conditions
Southwest Gas LIEC	• Current, past due • Deposits (up to 25% of agency allocated funds can be used for deposits) • Credit can be granted	\$400	1x in a 12mo period	• At or below 200% FPL • Customer or household member	NONE	None required	• <a href="mailto:swagagencies@swgas.com">swagagencies@swgas.com</a> • P: 877.967.9427 • F: 866.937.9427	• May include assisting clients who historically cut off their gas in the summer months
Southwest Gas Energy Share - Bill Assistance	• Current, past due, deposits • Reconnection fees • Utility charges or other fees • Credits can be granted	\$400	Multiple times as long as it doesn't exceed max grant amount	• At or below 200% FPL • Customer or household member	NONE	• Not required for those at or below 200% FPL • If above MUST give crisis reason & documentation	• <a href="mailto:swagagencies@swgas.com">swagagencies@swgas.com</a> • P: 877.967.9427 • F: 866.937.9427	• May include assisting clients who historically cut off their gas in the summer months
Southwest Gas Energy Share - Repair/Replacement	• Cost associated with repairing natural gas equipment • Replacement costs in the states where repair is impossible or repair costs would exceed replacement costs	\$2,000	Multiple times as long as it doesn't exceed max grant amount (Funds can only be used once in a 12-month period)	• At or below 200% FPL OR • Condition that endangers health & safety of household • Proof of ownership of appliance • COVID - proof of program participation	NONE	• Not required for those at or below 200% FPL • If above may be helped in condition endangers health & safety of household (must state reason) • Documentation NOT required	• <a href="mailto:swagagencies@swgas.com">swagagencies@swgas.com</a> • P: 877.967.9427 • F: 866.937.9427	• Documents required for repair/replacement • Invoices - bond cost from preapproved contractor • Client must acknowledge repair/replacement has been completed • Quotes require in cooperation w/ COVID signed, Mutual Release Agreement by client & SWG rep
TRICO	• Utility bill, rent, mortgage, food, medical bills, other emergency needs • Replacement of appliances in cases where repair would cost more than replacement	\$100	Multiple times as long as it doesn't exceed max grant amount	• At or below 200% FPL • Must be in TRICO service area (Pima, Pinal & Santa Cruz counties) • TRICO customer must live in the home	NONE	• Must be stated • Documents NOT required	• <a href="mailto:agencies@trico.com">agencies@trico.com</a> • P: 520.317.6431 • F: 520.921.4028	• Copy of rental agreement or not from the landlord for utility costs included in the rent • Proof of ownership of appliance or home
Tucson Electric Power (TEP)	• Current, Past due, Deposits • Reconnect & Establishment fees	\$100	1x in a 12mo period	• At or below 200% FPL • Customer or household member	NONE	• Must be stated • Documents NOT required	• <a href="mailto:agencies@tep.com">agencies@tep.com</a> • P: 520.317.6431 • F: 520.921.4028	x
Unisource Electric (UNSE)	• Current, Past due, Deposits • Reconnect & Establishment fees	\$100	1x in a 12mo period	• At or below 200% FPL • Customer or household member	NONE	• Must be stated • Documents NOT required	• <a href="mailto:agencies@unse.com">agencies@unse.com</a> • P: 1866.626.5721 • F: 1866.870.5863	
Utility Repair Replacement & Deposit (URRD)	• Deposits - utility services (water, gas, electric, phone) • Repairs - existing utility related appliances or systems • Replacement - (same as previous line) in cases where would it more than replacement TRAC Partners	\$4,500 \$3,000	1x in a 12mo period	• At or below 200% FPL	Primary applicant MUST be a US citizen or legal resident	NONE	See pg. 24 - payment guarantees made to designated utility company	• Any utility company • Utility deposit included in client rental agreement is collected along with rental payments eligible for assistance (see URRD doc)
Warm Spark Electric & Glass	• Utility bill, includes current past due, deposits, late fees, service establishment & reconnection fees	\$500	x	• At or below 200% FPL • Customer or household member	NONE	• Must be stated • Documents NOT required	• <a href="mailto:agencies@warmspark.com">agencies@warmspark.com</a> • P: 1866.626.5721 • F: 1866.870.5863	x

## WILDFIRE UTILITY ASSISTANCE PROGRAM SUMMARY OVERVIEW

INFORMATION APPLIES TO:	<i>All fund sources</i> subcontracted to human service agencies through Wildfire.
INCOME VERIFICATION (When required by fund source):	All sources of household income received during the past 30 days, including the date of application must be accounted for and verified.
SERVICE PERIOD:	A household may be assisted only once in a 12-month period for each fund source, unless otherwise specified.
SUBSTITUTE SSN (if necessary):	Zip code + Birthday (for example: if zip code is 85203 and b-day is May 1, 1980 then the substitute SSN will be 852-03-0501)
ACCEPTABLE CRISIS REASONS (Program Summary will list requirements):	<ol style="list-style-type: none"><li>1. Loss or reduction of income or public assistance benefits or a delay in receiving public assistance benefits.</li><li>2. Unexpected and/or unplanned expense that caused a lack of resources.</li><li>3. A condition that endangers the health and safety of the household. <i>See page 6 for more details/examples.</i></li></ol>
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none"><li>1. Intake sheet with client info and name of Case Manager</li><li>2. Verification document for ID of client</li><li>3. Citizenship verification (for HEAF and URRD only)</li><li>4. Utility bill, matching applicant service address or receipt of fuel purchase</li><li>5. Income verification</li><li>6. Documents verifying crisis (if required by fund source)</li><li>7. Client affidavit form (if utilized)</li><li>8. Statement of truth/release of info, signed by the client</li><li>9. Copy of payment guarantee request</li><li>10. Additional documents required by fund source (specifically repair/replace) as listed on Program Summary</li></ol>

PAYMENT GUARANTEE INFO:

Guarantees should include the following information:

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