



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

Award Contract Grant

Requested Board Meeting Date: June 20, 2017

or Procurement Director Award

** is Mandatory, information must be provided*

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

Arizona Community Action Agency (ACAA)

***Project Title/Description:**

ACAA Utility Assistance Programs

***Purpose:**

This is 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.

***Procurement Method:**

Not applicable to grant awards.

***Program Goals/Predicted Outcomes:**

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

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No

Contract / Award Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

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

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

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

***Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

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

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

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

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

Grant Information (for grants acceptance and awards)

Document Type: GTAW Department Code: CS Contract Number (i.e., 15-123): 17-087

Effective Date: 7/1/17 Termination Date: 6/30/18 Prior Contract Number (Synergen/CMS): N/A

Match Amount: \$ None Revenue Amount: \$ 363,456.00

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

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

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

*Funding Source: N/A

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

Contact: Rosemary CoraCruz

Department: Community Services Telephone: 724-6748

Department Director Signature/Date: *Susan M. Lopez* designee June 8, 2017

Deputy County Administrator Signature/Date: *[Signature]* 6/8/2017

County Administrator Signature/Date: *[Signature]* 6/8/17

(Required for Board Agenda/Addendum Items)



INDEPENDENT CONTRACTOR AGREEMENT

2017-18 Utility Assistance Programs

Contract No. 07012017-18

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

RECITALS:

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

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

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is \$363,456.00.**

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

1. Services and Programs.

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

Advocating, Educating and Partnering to Prevent and Alleviate Poverty.

2700 N. 3rd Street Suite 3040 Phoenix, Arizona 85004 TEL 602 604 0640 FAX 602 604 0644 WEB www.azcaa.org

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

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information
Utility Repair Replacement Deposit (URRD)	\$211,539.81 of which, \$42,307.96 will be eligible for use in the URRD HVAC Waiver Pilot Program.	\$16,923.19 of which, \$3,384.64 will be eligible for use in the URRD HVAC Waiver Pilot Program.	\$228,463.00 of which, \$45,692.60 will be eligible for use in the URRD HVAC Waiver Pilot Program.	Utility/Appliance Repair or Replacement and/or Utility Deposits	Refer to Exhibit A, Appendix A: URRD Refer to Exhibit A, Appendix C: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status Refer to Exhibit D: URRD HVAC Waiver Pilot Program Summary ***** Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Low Income Energy Conservation (LIEC) Bill Assistance	\$47,626.00	\$ 0.00	\$47,626.00	Utility assistance and deposits for SWG customers	Refer to Exhibit A, Attachment 2: Southwest Gas Low Income Energy Conservation Bill Assistance Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Energy Share – Bill Assistance	\$31,818.18	\$3,181.82	\$35,000.00	Utility assistance and deposits for SWG customers	Refer to Exhibit A, Attachment 2: Southwest Gas Energy Share – Bill Assistance Program Summary. ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
Southwest Gas Energy Share – Repair/ Replace	\$3,600.00	\$ 360.00	\$3,960.00	Natural Gas Appliance Repair or Replacement for SWG customers	Refer to Exhibit A, Attachment 2: Southwest Gas Energy Share – Repair/Replace Program Summary. ***** Agency makes payments to repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.
Home Energy Assistance Fund (HEAF)	\$13,324.55	\$1,332.45	\$14,657.00	Utility assistance and deposits	Refer to Exhibit A, Appendix B: HEAF ***** Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports.
Tucson Electric Power (TEP) Bill Assistance	\$28,125.00	\$5,625.00	\$33,750.00	Utility assistance for TEP customers	Refer to Exhibit A, Attachment 2: Tucson Electric Power Bill Assistance Summary. ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports.
Totals	\$336,033.54	\$27,422.46	\$363,456.00		

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

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

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

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2017** (the "Effective Date") and ending on **June 30, 2018**.

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

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

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

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the ACAA Grants Management System (GMS) as required by *Section 4*. After the 15th day of each month, ACAA will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. ACAA will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

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

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible

for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

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

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

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

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

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

1. *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.

a. The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

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

2. *Automobile Liability*

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

Combined Single Limit (CSL) \$ 1,000,000

a. The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association 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”.*

3. *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.

a. The policy shall contain a waiver of subrogation against Arizona Community Action Association 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 ACAA.

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

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

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

4. Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Exhibits attached hereto and any written policies and procedures that ACAAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAAA in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

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

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of ACAAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio

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

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

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

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

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

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

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

12. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

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

[Signature page follows]

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

CONTRACTOR
Pima County Board of Supervisors

Arizona Community Action Association,
an Arizona nonprofit corporation

Chair, Board of Supervisors

By: _____

Date: _____

Name: Cynthia Zwick

Title: Executive Director

ATTEST:

Date: _____

Clerk of the Board

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Date: _____

APPROVED AS TO FORM:

After June 1st, 2017:
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Karen O. Jucias
Deputy County Attorney

Date: June 2, 2017

APPROVED AS TO CONTENT:

Pima County Employment & Training Dept.

Sean M. Lopez, designee
Director

Date: June 8, 2017

Address:
2797 E. Ajo Way, 3rd Floor
Tucson, Arizona 85713
E-mail: rcoracruz@pima.gov



List of Attached Exhibits:

- Exhibit A Home Energy Assistance Fund Policy Manual
- Exhibit B Federal Poverty Income Guidelines effective July 1, 2017 – June 30, 2018
- Exhibit D URRD HVAC Waiver Pilot Program Summary

Arizona Community Action Association
Home Energy Assistance Fund
Policy Manual

FY 2018

Table of Contents

Mission	1
Purpose and Principles	1
Fund Sources Currently In Distribution	1
Target Population	1
Intake and Application	2
Grants Management System (GMS)	2
Household Eligibility.....	2
Frequency of Assistance	2
Household Members.....	2
Household Income	3
Income Eligibility	3
Condition of Crisis	3
Applicable crisis reasons	3
Document Verification	4
Identity Verification.....	4
Identity Verification Documents.....	4
Citizenship Verification (URRD and HEAF only)	4
Income Verification	4
Countable Income Sources.....	5
Excludable Income Sources	5
Steps to Calculate and Verify Household Income.....	5
Payment Guarantee Process	5
Information Included in Payment Guarantee Requests.....	6
Record Keeping.....	6
Case Files	6
Documents Included in Case Files.....	6
Maintaining Records	7
Agency Reimbursement Process	7
Payments Made to Ineligible Households.....	7
Fraudulent Information and Conflict of Interest	7
Relatives of Applicants	7
Agency Employees	8
Policy Changes and Clarifications	8
Distributing Funds and Monitoring Balances	8
Monitoring/Audit Process	8
Cooperation	8

Confidentiality.....	9
Non-Discrimination Policy	9
Appeals Policy	10
Appendix A: URRD.....	11
Appendix B: HEAF.....	13
Appendix C: Countable and Excludable Income	14
Appendix D: Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident (LPR) Status.....	22
ATTACHMENT 1: PAYMENT GUARANTEE PROCESS.....	35
ATTACHMENT 2: PROGRAM SUMMARIES	37

Mission

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

Purpose and Principles

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

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

Fund Sources Currently In Distribution

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

Target Population

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

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

Intake and Application

Local partner agencies should utilize efficient and accessible intake processes while serving clients at sites that are geographically accessible to all households in their service areas. An appropriate intake/application form is recommended for use in the intake process to facilitate prescreening and client data gathering.

Agencies should also provide low-income individuals who are physically infirm the means to submit an application without leaving their residences.

Grants Management System (GMS)

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

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

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

Household Eligibility

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

Frequency of Assistance

Each household may only receive assistance from a particular fund source once in a 12-month period. Clients may return within that timeframe to seek additional assistance, but are not eligible to receive assistance from the same fund source more than once in a 12-month period, unless otherwise specified by the program summary of the fund source.

Household Members

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

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

Household Income

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

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

Income Eligibility

Each fund source specifies an income threshold for households seeking assistance. These thresholds are based on either the Federal Poverty Level (FPL) guidelines or the State Median Income (SMI) guidelines. Updated information outlining these guidelines will be attached to community partner contracts and should be adhered to throughout the entire fiscal year.

Condition of Crisis

When required by the fund source, eligible clients must be experiencing a crisis in order to qualify for services. There is no required timeframe wherein the crisis must have occurred.

Applicable crisis reasons

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

Document Verification

Identity Verification

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

Identity Verification Documents

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

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

Citizenship Verification (URRD and HEAF only)

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

Income Verification

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

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 C of this document.

Countable Income Sources

1. Earned income: employment, self-employment¹
2. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,
3. Pensions
4. Worker's compensation
5. Child support
6. Work study
7. Other unearned income: rental income, and endowments or legal settlements.
8. Indian gaming commissions

Excludable Income Sources

1. Food stamps
2. Medicare
3. WIC
4. AmeriCorps stipend
5. Earned income of a child under 16 years of age, or of a child that is 16 or 17 years of age and is a full time student
6. Income tax refund
7. Cash gifts of \$50 or less per month per household member
8. Insurance payments
9. Foster care payments and adoption subsidies
10. Housing and Urban Development (HUD) benefits.

Steps to Calculate and Verify Household Income

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

Payment Guarantee Process

Once a decision to approve a client's application has been made and all documents have been obtained and verified, a payment guarantee can be initiated on behalf of the client. Each fund

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

source has its own point of contact for receiving these guarantee requests. This information can be found in the Payment Guarantee Process Summary (see Attachment 1 at the end of this document). Payment guarantee requests should include all of the information listed below.

Information Included in Payment Guarantee Requests

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

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 and cannot be used to verify U.S. citizenship or legal permanent resident status.

Case Files

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

Documents Included in Case Files²

1. Intake sheet with client info and name of caseworker
2. Verification document for ID of client
3. Citizenship verification of primary applicant (for HEAF and URRD only)
4. Utility bill (or receipts for purchases of fuel)
5. Income verification
6. Crisis documentation (if required by fund source)

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

7. Client affidavit form (if utilized)
8. Statement of truth and release of information form, signed by the client
9. Copy of completed payment guarantee request

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

Maintaining Records

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

Agency Reimbursement Process

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

Payments Made to Ineligible Households

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

Fraudulent Information and Conflict of Interest

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

Relatives of Applicants

Caseworkers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another caseworker or supervisor. Upon request, and when possible, ACAA staff may provide application intake.

Agency Employees

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

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to local partner agencies as they occur. Partner agencies have the responsibility to update their own information as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

Distributing Funds and Monitoring Balances

Local partner agencies are responsible for monitoring the ongoing balances of each fund source under contract with ACAA, throughout the course of the contract year. All funds must be distributed to eligible clients by the end of the contract year and over-expenditures must not be allowed. Any over-expenditure incurred by the agency must be repaid to ACAA using funds other than those provided to the agency by ACAA.

Monitoring/Audit Process

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

General Elements of an Audit

1. Accuracy of information
2. Client eligibility, based on the fund source utilized
3. Completeness of the client file (all required documents included)
4. Timeliness and accuracy of the guarantee/payment process

Cooperation

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

Confidentiality

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

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

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. The Contractor shall take reasonable steps to safeguard, secure and maintain the confidentiality of any and all individual information in its possession, and to protect such information from unauthorized access, use or disclosure, utilizing the same degree of care it uses to protect its own confidential information and, in no event, less than a commercially reasonable degree of care. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

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

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

Non-Discrimination Policy

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

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

Appeals Policy

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

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

Appendix A: URRD

Purpose of the Program

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

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **\$3,000.00**.

Types of Assistance

1. Deposits for Utility Services:
Electric Water
Gas Home Telephone
2. Repairs to existing heating or cooling systems, water heaters, space heaters and/or home telephones.
3. Replacements of existing utility-related appliances or systems when repair costs exceed replacement costs or when an appliance is found to be inoperable with repairs. Replacement appliances must have an Energy Efficient Star Rating.

Guidelines for Repair/Replacement

Ownership and Inspection:

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

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

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

Payments:

The client must indicate in writing that repairs or replacements are completed and satisfactory before the vendor receives a reimbursement for services.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

Appliances and Systems:

Eligible Appliances and Systems

Water Heaters
Cooking Stoves
Microwaves
Furnaces
Air Conditioners
Home Telephone (Landlines Only)
Evaporative Coolers
Refrigerators
Washers/Dryers

Ineligible Appliances

Televisions
Radios
VCRs
Hair Dryers
Blenders
Water Softeners
Cable TV
Satellite Receivers

For any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640

Appendix B: HEAF

Types of Assistance

The Home Energy Assistance Fund (HEAF) provides funds, which can be utilized to assist clients with utility costs as a supplement to existing fund sources or when other fund sources are unavailable. In addition, this fund source may be utilized to assist clients in obtaining fuel from alternative sources, including propane, oil, wood, coal, and pellets. It may also be used to provide assistance to clients whose utility costs are included in rental payments.

Alternative Fuel Sources (Propane, Oil, Wood, Coal, and Pellets)

Specific processes for assisting clients with alternative fuel sources will depend on numerous factors including the availability of these fuel sources in the partner agency service area, the types of vendors in operation, and the amount of demand for these fuel sources.

It is important that standard, well-defined processes are established for each partner agency assisting clients with these fuel sources. Agency partners are encouraged to work with ACAA to establish and maintain viable processes. The following guidelines apply to all assistance provided to clients in obtaining these fuel sources, regardless of the individual agency process.

Alternative Fuel Source Guidelines

1. Clients must meet all eligibility criteria guidelines found in the HEAF Program Summary
2. Maximum grant amount of \$500 must not be exceeded
3. An invoice or receipt of purchase must be included in the client file

Utility Costs Included in Rental Payments

The following guidelines apply to all assistance provided to clients whose utility costs are included in rental payments.

Guidelines for Utility Costs Included in Rental Payments

1. Clients must meet all eligibility criteria guidelines found in the HEAF Program Summary
2. Maximum grant amount of \$500 must not be exceeded
3. A copy of the client's rental agreement or a note from the landlord must be included in the client's file

Appendix C: Countable and Excludable Income

Countable Income

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

Earned Income

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

Earned income includes but is not limited to:

1. ARIZONA TRAINING PROGRAM (ATP): Salaries to handicapped persons working in a sheltered workshop situation are counted. Verbal or written verification may be obtained from ATP.
2. BABY-SITTING OR CHILDCARE INCOME: Earnings from baby-sitting are counted as self-employment income. Verbal or written verification may be obtained from DES or the person paying for the care.
3. CAN OR BOTTLE SALES OR OTHER USABLE DISREGARDS: Income from these sales is counted as self-employment income. Client should have receipts for such sales. If receipts are not available, a signed and dated client statement would be acceptable.
4. CONTRACT INCOME: Income received by individuals who are employed under a contract that states a specific length of time and a specific income amount to be paid during that time.
5. HOUSEKEEPER OR HOME HEALTH AIDES: Income earned as a housekeeper or home health aide is countable. Verbal or written verification may be obtained from the employer. Income is only counted once, if living in the household and paid by the applicant.
6. IN-KIND EARNED INCOME: Work performed by a client in exchange for room, board, or other needs is earned in-kind income. The employer will establish the monetary value of the service. A collateral contact or a signed and dated statement from the employer, or client can verify in-kind income. The employer may be, but is not limited to:
 - a. A landlord who is providing rent or portions of the rent or utilities in exchange for work.
 - b. A storeowner who gives goods, such as groceries, clothes or furniture in exchange for work.

- c. An individual who receives a car, tools, trailer, building material, gasoline, etc. in exchange for work.
- 7. JURY PAY: Counted as earned income. Check stubs should be available to verify income.
- 8. MILITARY INCOME: Wages received while in the military are countable. This includes: base pay (BP), Proficiency pay (PRO), rations (separate/leave), basic allowance for housing (BAQ), basic allowances for subsistence (BAS) and variable housing allowance (VHA) when considered an entitlement. Use the leave and earnings statement, when available, to verify the amount of earned income issued.
- 9. RENTAL INCOME: Any monies received from rental of property, including boarders, less expenses, are counted as earned income if work is involved.
 - a. Work includes, but is not limited to, managing rental property requiring maintenance, collection of rent or accounting functions. There is no time requirement for number of hours worked.
 - b. If a person's income from rental of property does not require work, rent is considered unearned income.
- 10. SELF-EMPLOYMENT INCOME AND EXPENSES: Self-employment includes but is not limited to, businesses such as grocers, craftsmen, taking in boarders, ranching, farming, swap meet sales, odd jobs, baby-sitting, can and bottle collection, janitorial, guide for hunting or fishing or any wholesale or retail sales.

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

Acceptable verification for self-employment is:

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

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

- 11. VOCATIONAL REHABILITATION (VR): Wages from VR sponsored on-the-job training (OJT) are countable.
- 12. WAGES: Gross earnings from employment, prior to any deductions, garnishments, allowances or adjustments. Special benefits or deductions connected with employment earnings are counted as follows:
 - a. Advances, bonuses and commissions must be counted as earned income in the month received.
 - b. When tips are shown on the pay-stub and the household claims a lesser amount but has no record of actual tips received, count the amount on the pay-stub.

- c. When tips are not shown on the pay-stub, obtain the individuals' written tip record. When not available, obtain a written statement from the household or contact the employer.
13. WORKFORCE INVESTMENT ACT (WIA): Earnings from employment through WIA will be counted for persons age 18 and over.
 14. WORK STUDY: Earnings received from the following: Work-study programs, when the funds do not come under Title IV of the Higher Education Act; Veterans Administration work-study program.

Unearned Income (countable)

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

Countable unearned income includes but is not limited to:

1. ALIMONY OR SPOUSAL MAINTENANCE: A court-ordered support amount, which a legally divorced or separated person pays to the spouse, must be counted. Verbal or written verification may be obtained from the office of the Clerk of the Court or Division of Child Support Services.
2. ASSISTANCE PAYMENTS: such as General Assistance (GA) or Cash Assistance (CA) from this state, as well as, other states must be counted.
3. BUREAU OF INDIAN AFFAIRS (BIA):
 - a. BIA-General Assistance payments are public assistance and treated as any other assistance payments.
 - b. Clothing allowances available to the individual, whether in cash or a voucher made out to the individual must be counted.
 - c. Tribal Work Experience Program (TWEP) or Tribal Assistance Project Program (TAPP). Exclude any portion of the amount, which is an incentive payment.
4. CHILD SUPPORT: Any payment received directly by the household from an absent parent or paid through the Division of Child Support Services or Clerk of the Court. Only the amount paid to the client is counted (CP) = child support payment. All child support income is considered unearned income.
5. COMMISSIONS: Commissions received from a terminated source of employment are counted as unearned income.
6. CONTRIBUTIONS AND COMPLIMENTARY ASSISTANCE: Cash contributions must be counted as unearned income, if not considered as gifts or child support.

7. **INDUSTRIAL COMPENSATION:** The amount of the compensation, after attorney's fees are deducted, is unearned income. The Industrial Claim award letter will verify amount being paid but will not verify the attorney's fees.
8. **INDIAN GAMBLING INDUSTRY:** Per capita disbursements are considered income in the month received. Any amount remaining in a following month will be counted as a resource.
9. **INSURANCE:** Insurance payments made directly to the insured must be considered income IF the money is not used to replace or repair insured items, such as car, roof repair, or medical bills. Insurance benefits, which are used for or are intended to meet basic daily needs, are counted as unearned income.
10. **INTEREST, DIVIDENDS, AND ROYALTIES:** Any interest, dividend, or royalty payments, exceeding \$50 in the 30 days prior to and including date of application made directly to the individual, are counted as unearned income. Funds left on deposit or converted into additional securities are a resource.
11. **LEGAL SETTLEMENTS:** Legal settlements, less attorney fees and medical bills paid by the attorney out of the settlement, are unearned income in the month received.
12. **MORTGAGES AND SALES CONTRACTS:** Payments received from mortgages or sales contracts are counted. Includes payment received from a reverse mortgage.
13. **LUMP SUM PAYMENT:** Any form of income received in a lump sum payment, including but not limited to:
 - a. Inheritance
 - b. Winnings from lotteries, bingo, or any other form of gambling
 - c. Insurance settlements including amount withheld as a lawyer's fee
 - d. Property Tax Credit
 - e. Rebates/Credits
 - f. Refund Deposit
 - g. Severance Pay
14. **RENTAL INCOME:** If the property owner does not perform any services in order to receive the income, it is unearned income.
15. **RETIREMENT INCOME:** The payments from retirement funds, pensions, and annuities must be considered unearned income.
16. **SOCIAL SECURITY ADMINISTRATION BENEFITS:** SSA benefits (sometimes referred to as RSDI- Retirement, Survivors, and Disability Insurance) are granted to eligible wage earners and/or their dependents or survivors and are counted as unearned income.
17. **SUPPLEMENTAL SECURITY INCOME (SSI):** Monthly cash payments made under the authority of Title XVI of the Social Security Act, as amended, to the aged, blind, and disabled (A

Federally financed public assistance program). The recipient need not have contributed to the Social Security Fund to be eligible for SSI benefits.

18. STRIKE PAY: from unions to striking employees is not wages and must be considered unearned income. If there is no check stub, verification can be obtained by calling the union.
19. UNEMPLOYMENT INSURANCE (UI): Considered unearned income in the month received. The amount of income can be verified by a check stub or contacting the local UI office.
20. VETERANS ADMINISTRATION BENEFITS (VA): Retirement, Survivors, Disability, and Educational Benefits are paid to veterans and their dependents or survivors. Only the amount of the benefit, which is actually received by the person whose income must be included, will be counted.

Excludable Income

Only the income discussed in this section will be excludable:

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

11. Loans that need to be repaid
12. Money that a household member receives and uses for the care and maintenance of a person who is not a household member
13. Payments/vouchers received by the household from the State for the health/well-being of a foster child residing in the household
14. Stipends from senior companion programs – VISTA, Title II, Title V
15. Earned Income Tax Credit
16. Income Tax Refund
17. Reimbursements, e.g.; mileage, gas, lodging and meals
18. Agent Orange Payments
19. AmeriCorps Network Program payments for living allowances, earnings, and in-kind aid. The AmeriCorps Network Program includes but is not limited to:
 - a. Arizona Conservation Corp
 - b. Arizona Council of Centers for Children and Adolescents (ACCCA)
 - c. Border Volunteer Corps (BVC), Mesa AmeriCorps Community Services
20. Partnership Rural Health Office, University of Arizona, Youth in Action, Learn and Serve (NAU) Child Care Food Program payments
21. Disaster or emergency assistance provided by the Federal Disaster Relief Act or comparable assistance provided by States, local governments and disaster assistance organizations
22. Housing and Urban Development (HUD) – Some individuals residing in HUD housing are granted benefits either in the form of credits against their rent or as cash allowances. The cash allowance must be used for the purpose intended, (rental or utility obligation)
23. Education and Employment: (a) Any wages, allowances, or reimbursement for transportation and attendant care cost, unless accepted on a case-by-case basis, when received by an eligible handicapped individual employed in a project under Title VI of the Rehabilitation Act of 1973 as added by Title II of Public Law 95-602 (92 Stat.
24. Payments to members of specific Indian Tribes and Groups:
 - a. Settlement fund payments and the availability of such funds to members of the Hopi and Navajo Tribes under section 22 of Public Law 93-531 (88 Stat. 1722) as amended by Public Law 96-305 (94 Stat. 929) (Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.)
 - b. Any distributions of judgment funds to members of the San Carlos Apache Indian Tribe of Arizona under section 7 of Public Law 93-134 (87 Stat. 468) and Public Law

97-95 (95 Stat. 1206) (Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.)

25. Adoption Subsidies/Reimbursements

Adoption Subsidy payments are federally, state, or locally funded assistance payments provided to children with special needs. These payments are intended to help a child whose special needs otherwise might hinder their adoption. Adoption Subsidy payments vary depending on the special needs of the child. Adoption subsidy payments are NOT COUNTABLE as income.

26. Other:

- a. Compensation provided to volunteers by the Corporation for National and Community Service (CNCS), unless determined by the CNCS to constitute the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.), or applicable State law, pursuant to 42 U.S.C. 5044(f)(1) (Note: This exclusion does not apply to the income of sponsors of aliens.)
- b. Any assistance to an individual (other than wages or salaries) under the Older Americans Act of 1965 as amended by Section 102 (h)(1) of Pub. L. 95-478 (92 Stat. 1515, 42 U.S.C. 3020a)
- c. Amounts paid as restitution to certain individuals of Japanese ancestry and Aleuts for losses suffered as a result of evacuation, relocation, and internment during World War II, under the Civil Liberties Act of 1988 and the Aleutian and Pribilof Islands Restitution Act, sections 105(f) and 206(d) of Public Law 100-383 (50 U.S.C. App. 1989 b and c)
- d. Payments made under section 6 of the Radiation Exposure Compensation Act, Public Law 101-426 (104 Stat. 925, 42 U.S.C. 2210)
- e. Payments made to individuals because of their status as victims of Nazi persecution excluded pursuant to section 1(a) of the Victims of Nazi Persecution Act of 1994, Public Law 103-286 (108 Stat. 1450)
- f. Any matching funds from a demonstration project authorized by the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (Pub. L. 105-285) and any interest earned on these matching funds in an Individual Development Account, pursuant to section 415 of Pub. L. 105-285 (112 Stat. 2771)
- g. Any earnings, Temporary Assistance for Needy Families matching funds, and interest in an Individual Development Account, pursuant to section 103 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193, 42 U.S.C. 604(h)(4))
- h. Payments made to individuals who were captured and interned by the Democratic Republic of Vietnam as a result of participation in certain military operations, pursuant to section 606 of the Departments of Labor, Health and Human Services and Education and Related Agencies Appropriations Act of 1996 (Pub. L. 105-78)
- i. Payments made to certain Vietnam veterans' children with spinal bifida, pursuant to section 421 of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act of 1997 (Pub. L. 104-204, 38 U.S.C. 1805(a))

- j. Payments made to certain Vietnam veterans' children with spinal bifida, pursuant to section 421 of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act of 1997 (Pub. L. 104-204, 38 U.S.C. 1805(a))

Appendix D: Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident (LPR) 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 1st, 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 (g).
- 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. 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
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 Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.)

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. 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 Non-Citizens

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth below:

A. Lawful Permanent Resident (LPR)

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

1. They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
2. They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
3. They have a military connection
4. They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR

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 Non-Citizen

Documented Non-Citizens may become qualified Non-Citizens 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 Non-Citizen 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 Non-Citizen
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 Non-Citizen Legal Resident. 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.

Non-Citizen Alien Identification Cards

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

Alien 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 criteria 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 criteria 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.
3. Any contractor classified as a non-profit charitable organization must notify Department of Economic Security, Division of Aging and Adult Services (DES/DAAS), if "discovered violations" will not be reported to ICE, also:
 - a. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

Determining Non-citizen Status

To determine non-citizen status, complete the following:

1. Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their non-citizen status.
2. When the document is provided, compare the document to the documents listed on pages 4 through 10. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.
3. A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

4. Voluntarily self-declare that they are residing in the U.S. illegally or
5. Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.
6. When either of these occurs, follow your Service Provider's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

Non-Qualified Non-Citizens

Consider the following Non-Citizens as Non-Qualified. 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 PROCESS

PAYMENT GUARANTEE PROCESS

--ALL UTILITIES--

APS: Online through the APS EAG system. Call the APS Caps Team (602) 371-6774 for questions and assistance.

SRP: Email: SRPEAG@srpnet.com
Phone: (602) 236-3003
Fax: (602) 236-3003

SWG: Email: SCA-SWGAgencies@swgas.com
Phone: (877) 967-9427
Fax: (866) 997-9427

GLOBAL WATER: Fax: (520) 568-6367

TEP: Email: AgencyDesk@tep.com
Phone: 1-520-917-8418
Fax: 1-520-571-4026

UNISOURCE (Warm Spirit): Email: AgencyDesk@uesaz.com
Phone: 1-866-628-5721
Fax: 1-866-870-5163

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

ATTACHMENT 2:
PROGRAM SUMMARIES

ACAA UTILITY ASSISTANCE

PROGRAM SUMMARY OVERVIEW

- INFORMATION APPLIES TO:** *All fund sources* subcontracted to human service agencies through The Arizona Community Action Association (ACAA).
- INCOME VERIFICATION:** 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 (if required):**
1. Loss or reduction of income or public assistance benefits or a delay in receiving public assistance benefits.
 2. Unexpected and/or unplanned expense that caused a lack of resources.
 3. A condition that endangers the health and safety of the household.
- CLIENT FILES MUST CONTAIN:**
1. Intake sheet with client info and name of caseworker
 2. Verification document for ID of client
 3. Citizenship verification (for HEAF and URRD only)
 4. Utility bill (or receipts for purchases of fuel)
 5. Income verification
 6. Crisis documentation (if required by fund source)
 7. Client affidavit form (if utilized)
 8. Statement of truth/release of info, signed by the client
 9. Copy of payment guarantee request
- PAYMENT GUARANTEE INFO:** Guarantees should include the following information:
1. Account number
 2. Customer name on account
 3. Customer address
 4. Date of guarantee and guarantee amount
 5. Fund source (if possible)
 6. Name of case worker requesting the guarantee
 7. Name of organization requesting the guarantee

ARIZONA PUBLIC SERVICE (APS) CRISIS BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, including reconnection fees or establishment charges, incurred only at the client's current address. No credits can be given.</p> <p>Cannot pay deposits.</p> <p>Payments can be given to clients who are already enrolled in the Equalizer Program, even if a credit balance is already showing on the account. The payment amount should cover the current and upcoming month's charges, as well as any outstanding debt due to missed payments.</p> <p>Payments for clients enrolled in the Prepay Program should be enough to cover outstanding debt and the next 30 days of energy usage, based on historical payments made by the client, taking into account upcoming weather conditions.</p>
MAXIMUM GRANT AMOUNT:	<p>\$400.00</p>
ELIGIBILITY CRITERIA:	<p>Household income must be at or below 200% of the federal poverty guidelines.</p> <p>Client must be the customer of record at the current address on the APS account. Disconnected accounts are eligible for assistance, but charges incurred at former residences are not eligible.</p>
CITIZENSHIP REQUIREMENT:	<p>None</p>
CRISIS:	<p>An acceptable crisis reason must be documented on the application.</p>
PAYMENT GUARANTEE:	<p>Online through the APS EAG system. Call the APS Caps Team (602) 371-6774 for questions and assistance.</p>

SALT RIVER PROJECT (SRP)

BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, reconnection fees, establishment charges, deposits and balances from a previous SRP address.</p> <p>Credits can be given to clients under circumstances where the case manager determines that the funds are necessary for the financial stability of the client. Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.</p> <p>Payments can be given to clients who are already enrolled in the Budget Billing program, even if a credit balance is already showing on the account. The payment amount should cover the current and upcoming month's charges, as well as any outstanding debt due to missed payments.</p> <p>Payments for clients enrolled in the M-Power Program should be enough to cover outstanding debt and the next 30 days of energy usage, based on historical payments made by the client, taking into account upcoming weather conditions.</p>
MAXIMUM GRANT AMOUNT:	\$600.00
ELIGIBILITY CRITERIA:	<p>Household income must be at or below 60% of the current, State Median Income (SMI) guidelines for Arizona. Unless the household has 7 or more members, then switch to 150% of the Federal Poverty Level (FPL) guidelines.</p> <p>The client must be a household member, but does not have to be the customer of record.</p>
CITIZENSHIP REQUIREMENT:	None
CRISIS:	A hardship reason must be noted on the application or somewhere in the case file. No additional documentation of hardship is required.
PAYMENT GUARANTEE:	Email: SRPEAG@srpnet.com Phone: (602) 236-3003 FAX: (602) 914-8732

SOUTHWEST GAS LOW INCOME ENERGY CONSERVATION BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY: Current and past due charges, including deposits (up to 25% of the agency's allocated funds can be used to assist clients with deposits).

A client may receive a credit under circumstances where the case manager determines that the funds are necessary for the financial stability of the client.

This may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall that they might have trouble paying. By crediting them in the spring/summer months, this can allow them to avoid such fees.

Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.

MAXIMUM GRANT AMOUNT: \$400.00

ELIGIBILITY CRITERIA: Household income must be at or below 200% of the federal poverty guidelines.

Client must have the Southwest Gas account in their name or apply for assistance by named proxy.

CITIZENSHIP REQUIREMENT: None

CRISIS: Not required.

PAYMENT GUARANTEE: Email: SCA-SWGAgenics@swgas.com
Phone: (877) 967-9427
Fax: (866) 997-9427

SOUTHWEST GAS ENERGY SHARE – BILL ASSISTANCE

PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, including deposits, late charges, reestablishment fees, and other related costs or fees.</p> <p>A client may receive a credit under circumstances where the case manager determines that the funds are necessary for the financial stability of the client.</p> <p>This may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall that they might have trouble paying. Providing a credit in the spring/summer months can allow them to avoid such fees.</p> <p>Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.</p>
MAXIMUM GRANT AMOUNT:	\$400.00
ELIGIBILITY CRITERIA:	<p>Clients must have household income at or below 200% of the federal poverty guidelines, OR a verified financial crisis or unexpected financial difficulty.</p> <p>Clients are eligible to receive assistance at different points in time within the same 12-month period, provided that the total assistance does not exceed the maximum grant amount (\$400).</p> <p>Client must be the customer of record or a household member.</p>
CITIZENSHIP REQUIREMENT:	None
CRISIS:	Not required for clients whose household income is at or below 200% of the federal poverty guidelines. Clients whose household income is above 200% of the federal poverty guidelines may be assisted if they are experiencing a verified financial crisis. This crisis must be documented on the application.
PAYMENT GUARANTEE:	Email: SCA-SWGAgencies@swgas.com Phone: (877) 967-9427 Fax: (866) 997-9427

SOUTHWEST GAS ENERGY SHARE – REPAIR/REPLACEMENT PROGRAM SUMMARY

CAN PAY:	<p>Costs associated with repairing natural gas equipment (or replacement costs in cases where repair is impossible or repair costs would exceed replacement costs).</p> <p>Costs associated with gas line repair or relocation in conjunction with the Southwest Gas Customer-Owned Yard Line (COYL) Program.</p>
MAXIMUM GRANT AMOUNT:	\$2,000.00
ELIGIBILITY CRITERIA:	<p>Clients must have household income at or below 200% of the federal poverty guidelines, OR a condition that endangers the health and safety of the household.</p> <p>Clients may be assisted more than once in a 12-month period as long as the cumulative total assistance during the 12-month period does not exceed the maximum grant amount (funds can only be used once in conjunction with the COYL program).</p> <p>Client must be the customer of record or a household member.</p> <p><i>For appliance repair/replacement:</i> Proof of ownership of the appliance.</p> <p><i>For gas line repair/replacement in conjunction with COYL program:</i> Proof of client participation in COYL program (completed Southwest Gas Meter Relocation Agreement, signed by client and Southwest Gas representative).</p>
CITIZENSHIP REQUIREMENT:	None
CRISIS:	<p>Not required for clients whose household income is at or below 200% of the federal poverty guidelines. Clients whose household income is above 200% of the federal poverty guidelines may be assisted if they are experiencing a condition that endangers the health and safety of household members. This condition must be documented on the application.</p>
ADDITIONAL DOCUMENTS:	<p><i>For appliance repair/replacement:</i> (1) Invoice for total costs from pre-approved contractor; (2) Client statement indicating that repairs/replacements have been completed.</p> <p><i>For gas line repair/replacement in conjunction with COYL program:</i> Completed Meter Relocation Agreement, signed by client and Southwest Gas representative.</p>

Instructions for Assisting Clients in the Southwest Gas Customer-Owned Yard Line (COYL) Program Using Southwest Gas Energy Share – Repair/Replacement Funds

The COYL program is operated by Southwest Gas and is a service provided to certain Southwest Gas customers who elect to allow their gas meters to be relocated at the expense of Southwest Gas.

Southwest Gas Customers who are participating in the COYL program may be eligible for additional assistance with Southwest Gas Energy Share – Repair/Replacement funds under the following circumstances:

1. A gas leak at the customer's residence was discovered during the meter relocation process AND/OR
2. The meter cannot be relocated to the original residence entry point and requires additional plumbing to complete the installation.

In these cases, the client would incur additional costs, not covered by the COYL program. These clients can be assisted with Southwest Gas Energy Share – Repair/Replacement funds if otherwise eligible. In order to assist these clients, their participation in the COYL program must be verified using a copy of their completed Meter Relocation Agreement, signed by both the client and a Southwest Gas representative.

HOME ENERGY ASSISTANCE FUND (HEAF) PROGRAM SUMMARY

CAN PAY:	<p>Utility bills, including current and past-due charges, deposits, late fees, service establishment and reconnection fees.</p> <p>Credits may not be issued to clients, except for those already enrolled in utility prepay programs.</p> <p>Heating fuel costs including propane, oil, wood, coal and pellets.</p> <p>Utility costs included in a client's rental agreement and collected along with rental payments are eligible for assistance.</p>
MAXIMUM GRANT AMOUNT:	<p>\$500.00</p> <p>Total grant amount for clients enrolled in a utility prepay program should be based on historical payments made by the client, taking into account seasonal weather conditions.</p>
ELIGIBILITY CRITERIA:	<p>Household income must be at or below 200% of the federal poverty guidelines.</p>
CRISIS:	<p>An acceptable crisis reason must be documented on the application.</p>
CITIZENSHIP REQUIREMENT:	<p>Primary applicant must be U.S. citizen or legal resident</p>
ADDITIONAL DOCUMENTS:	<p>Citizenship/Legal Resident status verification for primary applicant</p> <p>Invoice or receipt of purchase for fuel costs (propane, wood, pellets, etc.)</p> <p>Copy of the rental agreement or a note from the landlord for utility costs included in rent</p>
PAYMENT GUARANTEE:	<p>See Payment Guarantee Process Summary</p>

UTILITY REPAIR REPLACEMENT AND DEPOSIT (URRD) PROGRAM SUMMARY

CAN PAY:	<i>Deposits</i> for utility services (electric, gas, water, telephone) <i>Repairs</i> to existing utility related appliances or systems <i>Replacement</i> of existing utility related appliances only in cases where repair costs would exceed replacement costs.
MAXIMUM GRANT AMOUNT:	\$3,000.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines. <i>For appliance repair/replacement:</i> The applicant must be the owner of the appliance or system to be repaired and/or replaced.
CRISIS:	An acceptable crisis reason must be documented on the application.
CITIZENSHIP REQUIREMENT:	Primary applicant must be a U.S. citizen or legal resident.
ADDITIONAL DOCUMENTS:	Citizenship/Legal Resident status verification for primary applicant <i>For appliance repair/replacement:</i> (1) Proof of ownership of appliance or system (receipt or client statement is acceptable); (2) Invoice for total costs from pre-approved contractor; (3) Client statement indicating that repairs/replacements have been completed.
PAYMENT GUARANTEE:	See Payment Guarantee Process Summary

TUCSON ELECTRIC POWER (TEP) BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Current and past due charges. Can pay deposits, reconnect fees and establishment charges. No credits can be given on any accounts.
MAXIMUM GRANT AMOUNT:	\$400.00
ELIGIBILITY CRITERIA:	Household income must be at or below 150% of the federal poverty guidelines. The client must be the customer of record
CITIZENSHIP REQUIREMENT:	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Email: AgencyDesk@tep.com Phone: 1-520-917-8418 Fax: 1-520-571-4026

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

CAN PAY:	Utility bills, including current and past due charges, deposits, late fees, service establishment and reconnection fees. No credits can be given on any accounts.
MAXIMUM GRANT AMOUNT:	\$500.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines.
CITIZENSHIP REQUIREMENT:	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Email: AgencyDesk@uesaz.com Phone: 1-866-628-5721 Fax: 1-866-870-5163

UNISOURCE ELECTRIC BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	Current and past due charges. Can pay deposits, reconnect fees and establishment charges. No credits can be given on any accounts.
MAXIMUM GRANT AMOUNT:	\$400.00
ELIGIBILITY CRITERIA:	Household income must be at or below 150% of the federal poverty guidelines. The client must be the customer of record
CITIZENSHIP REQUIREMENT:	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Email: AgencyDesk@uesaz.com Phone: 1-866-628-5721 Fax: 1-866-870-5163

GLOBAL WATER LOW INCOME RELIEF TARIFF PROGRAM SUMMARY

WATER COMPANIES:	Santa Cruz Water Company (Water – Maricopa) Palo Verde Utilities Company (Sewer – Maricopa) Water Utility of Greater Tonopah Water Utility of Northern Scottsdale Willow Valley Water Company
CAN PAY:	Current and past due charges, deposits, late fees, reconnection fees, service fees, returned payment fees, after hours service fees (where applicable).
MAXIMUM GRANT AMOUNT:	\$250.00
ELIGIBILITY CRITERIA:	Household income must be at or below 200% of the federal poverty guidelines. Clients must not have a history of meter tampering or cutting locks.
CITIZENSHIP REQUIREMENT:	None.
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	Fax: (520) 568-6367

Exhibit B

**Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines (FPG) - Income thresholds for the last 30 days by percent of FPG
FY2018 (July 1, 2017 - June 30, 2018)**

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
100%	\$1,005	\$1,353	\$1,702	\$2,050	\$2,398	\$2,747	\$3,095	\$3,443	\$3,791	\$4,139	\$348
150%	\$1,508	\$2,030	\$2,553	\$3,075	\$3,597	\$4,121	\$4,643	\$5,165	\$5,687	\$6,209	\$522
200%	\$2,010	\$2,706	\$3,404	\$4,100	\$4,796	\$5,494	\$6,190	\$6,886	\$7,582	\$8,278	\$696

updated 5/09/2017

URRD HVAC Waiver Pilot Program Summary

Overview of the Program:

Participants in this pilot program are able to use URRD funds in excess of the normal \$3,000.00 limit for a single household, in order to repair or replace an existing HVAC unit in emergency situations. Under this program the limit for these jobs will be **\$6,000.00**.

Guidelines:

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

Procedure:

1. Before any work is performed, an URRD HVAC Waiver application (see below) must be submitted by email to the Energy Program Manager at ACAA.
2. Approval or denial of the application will be remitted via return email.
3. Client data for each job performed in this program must be entered into GMS directly or by monthly batch, in the same manner as other URRD jobs.
4. All funds included in these waiver applications will count toward the agreed-upon funding limit for the pilot program, as defined in the contract.
5. When the pilot program ends, each participating agency will be required to provide an estimate of the number of clients that were left unserved.

URRD HVAC Waiver Application

Date:	
Agency Name:	
Client Name:	
Client Address:	
Brief Description of Planned Repair/Replacement:	
Brief Description of Why This Waiver is Necessary:	
Estimated Cost:	
Name of Agency Representative:	

ACAA Energy Program Manager Approval:	
--	--